Incentive Award (and Incentive Awards under the Employment Agreement) shall be governed by the Plan and the applicable award agreements, provided, that for the avoidance of doubt, in the event your employment terminates (other than (i) by the Company for Cause, or (ii) due to death or Disability) at or following expiration of the Initial Term, you shall have not more than 90 days following termination of your employment to exercise the vested portion of the Incentive Awards.

16. Timing of Certain Payments. Subject to Sections 17 and 20: (a) any amounts payable under Sections 12(a)(i), 13(a)(i) or 13(c)(i) shall be paid as soon as practicable, and in any event within 30 days following termination of employment; and (b) any reimbursements for expenses incurred under Sections 12(a)(ii), 12(b)(ii), 13(c)(ii) or 14(a)(iii) (to the extent such reimbursements are treated as deferred compensation subject to Section 409A) shall be paid as soon as practicable following submission of the claims but in any event not later than the third calendar year following the calendar year in which your separation from service occurs.

17. Release. Notwithstanding any other provision of this Agreement to the contrary, you acknowledge and agree that any and all payments to which you are entitled under Sections 12, 13, 14 or 15 are conditional upon and subject to your execution of the General Release and Covenant Not to Sue in the form attached hereto as Exhibit A (which form may be reasonably modified to reflect changes in the law), of all claims you may have against the Company and its directors, officers and affiliates, except as to matters covered by provisions of this Agreement that expressly survive the termination of this Agreement. You shall execute and deliver such General Release and Covenant Not to Sue within 60 days following termination of employment, and, except as otherwise provided in Section 20, any payments that are subject to the execution of such General Release and Covenant Not to Sue shall commence to be paid on the 61st day following termination of employment.

18. Confidentiality. You agree that you will hold in strictest confidence and, without the prior express written approval of the Board, will not disclose to any person, firm, corporation or other entity, any confidential information which you have acquired or may hereafter acquire during your employment by the Company pertaining to the business or affairs of the Company or any of its subsidiaries or affiliates, including but not limited to (a) proprietary information or other documents concerning the Company's or its subsidiaries' or affiliates' policies, prices, systems, methods of operation, contractual arrangements, customers or suppliers; (b) the Company's or its subsidiaries' or affiliates' marketing methods, credit and collection techniques and files; or (c) the Company's or its subsidiaries' or affiliates' trade secrets and other "know how" or information concerning its business and affairs not of a public nature. The covenant and agreement set forth in this Section shall apply during your employment by the Company and shall survive termination of this Agreement, and your employment hereunder, for any reason and shall remain binding upon you without regard to the passage of time or other events.

19. Restrictive Covenant. You acknowledge and recognize the highly competitive nature of the businesses of the Company and its subsidiaries and affiliates and accordingly agrees as follows:

(a) 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 directly or indirectly, either as principal, agent, employee, consultant, partner, officer, director, shareholder, or in any other individual or representative capacity, own, manage, finance, operate, control or otherwise engage or participate in any manner or fashion in, any hotel or casino in (i) Clark County, Nevada (including, without limitation, the City of Las Vegas), (ii) the Macau Special Administrative Region of The People's Republic of China, (iii) Bethlehem, Pennsylvania or (iv) 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. For the avoidance of doubt, and as discussed between the Chair of the Compensation Committee of the Board and you prior to the date hereof, the foregoing is not intended to prevent you from providing consulting services to investment banks or other financial firms doing business with entities in the hotel, casino, retail or hospitality industries during the Restriction Period.

(b) In addition to, and not in limitation of, the provisions of Section 19(a), you agree, for the benefit of the Company and its affiliates, that during the Restriction Period, you shall not, directly or indirectly, either as principal, agent, employee, consultant, partner, officer, director, shareholder, or in any other individual or representative capacity, on your behalf or any other person or entity other than the Company or its affiliates (i) solicit or induce, or attempt to solicit or induce, directly or indirectly, any person who is, or during the six months prior to the termination of your employment with the Company was, an employee or agent of, or consultant to, the

Company or any of its affiliates to terminate its, his or her relationship therewith, or (ii) hire or engage any person who is, or during the six months prior to the termination of your employment with the Company was, an employee, agent of or consultant to the Company or any of its affiliates.

(c) You understand that the provisions of this Section 19 may limit your ability to earn a livelihood in a business similar to the business of the Company but you nevertheless agree and hereby acknowledge that (i) such provisions do not impose a greater restraint than is necessary to protect the goodwill or other business interests of the Company, (ii) such provisions contain reasonable limitations as to time and scope of activity to be restrained, (iii) such provisions are not harmful to the general public, (iv) such provisions are not unduly burdensome to you, and (v) the consideration provided hereunder is sufficient to compensate you for the restrictions contained in this Section 19. In consideration of the foregoing and in light of your education, skills and abilities, you agree that you shall not assert that, and it should not be considered that, any provisions of Section 19 otherwise are void, voidable or unenforceable or should be voided or held unenforceable.

(d) It is expressly understood and agreed that although you and the Company consider the restrictions contained in this Section 19 to be reasonable, if a judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against you, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(e) In the event that you violate any of the restrictive covenants set forth in Sections 19(a) or 19(b), in addition to any other remedy which may be available (i) at law or in equity, (ii) pursuant to any other provision of this Agreement or (iii) pursuant to any applicable equity award agreement, all outstanding stock options to purchase shares of LVSC and other unvested equity awards granted to you shall be automatically forfeited effective as of the date on which such violation first occurs.

20. Section 409A.

(a) For purposes of this Agreement, "Section 409A" means Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (and such other Treasury or Internal Revenue Service guidance) as in effect from time to time. In addition, for purposes of this Agreement, with respect to payments of any amounts that are considered to be "deferred compensation" subject to Section 409A, references to "termination of employment" (and substantially similar phrases) shall be interpreted and applied in a manner that is consistent with the requirements of Section 409A.

(b) It is intended that the provisions of this Agreement comply with Section 409A, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. In this regard, the provisions of this Section 20 shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Section 409A. In light of the uncertainty as of the date hereof with respect to the proper application of Section 409A, the Company and you agree to negotiate in good faith to make amendments to this Agreement as the parties mutually agree are necessary or desirable to avoid the imposition of taxes or penalties under Section 409A. Notwithstanding the foregoing, you shall be solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for your account in connection with this Agreement (including any taxes and penalties under Section 409A), and neither the Company nor any affiliate shall have any obligation to indemnify or otherwise hold you (or any beneficiary) harmless from any or all of such taxes or penalties.

(c) Except as permitted under Section 409A, any deferred compensation that is subject to Section 409A and is payable to or for your benefit under any Company-sponsored plan, program, agreement or arrangement may not be reduced by, or offset against, any amount owing by you to the Company.

(d) Notwithstanding anything in this Agreement to the contrary, in the event that you are deemed to be a "specified employee" within the meaning of Section 409A(a)(2)(B)(i), no payments under Sections 12, 13 or

14 that are "deferred compensation" subject to Section 409A shall be made to you prior to the date that is six (6) months after the date of your "separation from service" (within the meaning of Section 409A, without application of any alternative definitions permitted thereunder) or, if earlier, your date of death. Following any applicable six (6) month delay, all such delayed payments will be paid in a single lump sum on the earliest permissible payment date. In addition, for a period of six months following the date of separation from service, to the extent that the Company reasonably determines that any of the benefit plan coverages described in Section 13 may not be exempt from U.S. federal income tax, you shall in advance pay to the Company an amount equal to the stated taxable cost of such coverages for six months. At the end of such six-month period, you shall be entitled to receive from the Company a reimbursement of the amounts paid by you for such coverages.

(e) For purposes of Section 409A, each of the payments that may be made under the Agreement are designated as separate payments.

(f) To the extent that any reimbursements pursuant to Section 10 or 21 are taxable to you, any such reimbursement payment due to you shall be paid to you as promptly as practicable, and in all events on or before the last day of your taxable year following the taxable year in which the related expense was incurred. Any such reimbursements are not subject to liquidation or exchange for another benefit and the amount of such benefits and reimbursements that you receive in one taxable year shall not affect the amount of such benefits or reimbursements that you receive in any other taxable year.

21. Miscellaneous.

(a) Assignment and Assumption. This Agreement is personal to you and shall not be assignable by you otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by your legal representatives. This Agreement shall inure to the benefit of and be binding upon the Company and its successors. The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

(b) Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if sent via a national overnight courier service or by certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

If to you, to:

Robert G. Goldstein
1105 Pine Island Court
Las Vegas, Nevada 89134
If to the Company, to:

If to the Company, to:

Las Vegas Sands Corp.
3355 Las Vegas Boulevard South
Las Vegas, Nevada 89109
Attn: General Counsel

With a copy to:

Charles D. Forman
Director, Member of the Compensation Committee
300 First Avenue
Needham, Massachusetts 02494

or to such other address as any party shall request of the others by giving notice in accordance with this Section.

(c) Waiver of Provisions. The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

(d) Severability; Integration. If any provision of this Agreement shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Agreement shall not be affected thereby. Subject to Section 1, this Agreement constitutes the entire agreement between the parties as of the date hereof and supersedes all previous agreements and understandings between the parties with respect to the subject matter hereof including the Employment Agreement.

(e) Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of Nevada, without reference to the principles of conflict of laws thereof. Any action to enforce this Agreement must be brought in a court situated in Clark County, Nevada. Each party hereby waives the right to claim that any such court is an inconvenient forum for the resolution of any such action.

(f) JURY TRIAL WAIVER. THE PARTIES EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR YOUR EMPLOYMENT WITH THE COMPANY IS LITIGATED OR HEARD IN ANY COURT.

(g) Dispute Resolution.

(i) You acknowledge and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 18 or 19 herein would be inadequate and, in recognition of this fact, you agree that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available. In addition, and without limiting Section 19(e) hereof, the Company shall be entitled to immediately cease paying any amounts remaining due or providing any benefits (including the vesting of equity) to you pursuant to Sections 12, 13, 14 or 15 if you have violated any provision of Section 18 or 19. Any controversy or claim arising out of or relating to Sections 18 or 19 of this Agreement (or the breach thereof) shall be settled by a state or federal court located in Las Vegas, Nevada.

(ii) Any controversy or claim arising out of or related to any provision of this Agreement other than Sections 18 or 19 shall be settled by final, binding and non-appealable arbitration in Las Vegas, Nevada. Subject to the following provisions, the arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association (the "AAA") then in effect. The arbitration shall be conducted by a panel of three arbitrators. One of the arbitrators shall be appointed by the Company, one shall be appointed by me and the third shall be appointed by the first two arbitrators. If the first two arbitrators cannot agree on the third arbitrator within thirty (30) days of the appointment of the second arbitrator, then the third arbitrator shall be selected from a list of seven arbitrators selected by the AAA, each of whom shall be experienced in the resolution of disputes under employment agreements for executive officers of major corporations. From the list of seven arbitrators selected by the AAA, one arbitrator shall be selected by each party striking in turn with the party to strike first being chosen by a coin toss. Any award entered by the arbitrators shall be final, binding and non-appealable and judgment may be entered thereon by either party in accordance with applicable law in any court of competent jurisdiction. This arbitration provision shall be specifically enforceable. The arbitrators shall have no authority to modify any provision of this Agreement or to award a remedy for a dispute involving this Agreement other than a benefit specifically provided under or by virtue of the Agreement. The Company shall be responsible for all of the fees of the AAA and the arbitrators (if applicable).

(iii) If you prevail on any material issue which is the subject of an arbitration or litigation, as applicable, the Company shall reimburse one hundred percent (100%) of your reasonable legal fees and expenses. Otherwise, subject to Section 21(g)(ii), each party shall be responsible for its own expenses relating to the conduct of the arbitration or litigation, as applicable (including reasonable attorneys' fees and expenses).

(iv) The arbitrators shall render an award and written opinion explaining the award.

(v) The hearing and arbitration proceedings (as well as any resulting judicial proceedings seeking to enforce or vacate any arbitration award) shall be conducted in a confidential manner and both the conduct and the results of the arbitration shall be kept confidential by the parties. The arbitrators shall be advised of the confidentiality of the proceedings and any award and decision of the arbitrators shall be written in such a way as to protect the confidentiality of personal information or information made (or recognized as) confidential by this Agreement or recognized as confidential by any confidentiality agreement.

(vi) In the event of litigation to secure provisional relief, or to enforce, confirm or review an arbitration award under this Agreement, any such court action shall be brought under seal to the extent permitted by the court in order to maintain the confidentiality of the matter as well as the confidentiality of the arbitration, the decision and award, any personal information and the confidentiality of any information which any party is required to keep confidential pursuant to this Agreement or any other agreement involving the parties. Each party to any such judicial action shall make every effort in any pleadings filed with the court and in his or its conduct of any court litigation to maintain the confidentiality of any personal information and any information which any party is required to keep confidential pursuant to this Agreement or any other agreement involving the parties. To this end, the court shall, *inter alia*, be informed of the confidentiality obligations of this Agreement and shall be requested that any decision, opinion or order issued by the court be written in such a manner as to protect the confidentiality of any information which is required to be kept confidential pursuant to this Agreement or any other agreement involving the parties.

(h) Withholding Taxes. The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

(i) Continuation of Employment. Unless the parties otherwise agree in writing, continuation of your employment with the Company beyond the expiration of the Initial Term shall be deemed an employment at will and shall not be deemed to extend any of the provisions of this Agreement, and your employment may thereafter be terminated "at will" by you or the Company.

(j) No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(k) No Mitigation. You shall not be required to mitigate the value of any payments or benefits contemplated by this Agreement, nor shall any such benefits be reduced from any earnings or benefits that you may receive from any other source.

(l) Survival. Sections 18 and 19 shall survive and continue in full force and effect in accordance with their terms notwithstanding the termination of this Agreement and your employment for any reason.

(m) Amendments. This Agreement may not be amended, changed or modified except by a written document signed by each of the parties to this Agreement.

(n) Headings. Section headings in this Agreement are included for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

(o) Counterparts. This Agreement may be executed in several counterparts, each of which shall be considered an original, but which when taken together, shall constitute one agreement.

PWRW&G COMMENTS 6/8/2009

Please indicate your understanding and acceptance of this Agreement by executing both copies below, and retaining one fully executed original for your files and returning one fully executed original to the Company.

Very truly yours,

LAS VEGAS SANDS CORP.

By:_____
Name:
Title:

LAS VEGAS SANDS, LLC

By:_____
Name:
Title:

I hereby accept the terms of this Agreement and agree to abide by the provisions hereof:

_____
Robert G. Goldstein

Date:_____

Doc#: US1:5624467v7

[No Subject]

From: "Goldstein, Robert" <"/o=venetian_resort/ou=venetian/cn=recipients/cn=goldr">

To: "Jacobs, Steve" <steve.jacobs@venetian.com.mo>

Date: Tue, 06 Apr 2010 23:35:51 +0000

Hi Steve- the direction I have been given is to terminate Cheung Chi Tai as it relates to the two junket groups that he is involved with.....i need your help...Rob

Exhibit 5
Date 11-6-12
Witness GOLDSTEIN
C. Lewis #497

[No Subject]

From: "Goldstein, Robert" <"/o=venetian_resort/ou=venetian/cn=recipients/cn=goldr">

To: "Jacobs, Steve" <steve.jacobs@venetian.com.mo>

Date: Wed, 07 Apr 2010 00:54:48 +0000

Disregard the previous email…new plan….talk to you tomorrow.

Exhibit 6
Date 11-6-12
Witness GOLDSTEIN
C. Lewis #497

To: Jacobs, Steve[steve.jacobs@venetian.com.mo]
From: Goldstein, Robert
Sent: Tue 10/20/2009 6:00:24 PM
Subject: FW: CONFIDENTIAL - ZAIA and Macao 2
S25C-109101409000.pdf
S25C-109101409040.pdf

Hi Steve- got a call from Daniel this morning. We somehow did not receive this email (hard copy arrived this morning) I told Daniel this was your issue to resolve. He hopes to meet next week when you are in Las Vegas. On a different issue, Scott Zieger and Brian Becker will be in Macau. Their company Base Entertainment produced Phantom in Las Vegas, Jersey Boys and Wayne Brady. Also put the Disney deal together in Singapore. They want to discuss the future of Macau entertainment. They will be contacting you directly. They are aware of the issues with Cirque. Congrats on the numbers in Macau. See you next week Robo

---

From: Raymond, Louise [mailto:Louise.Raymond@cirquedusoleil.com] **On Behalf Of** Lamarre, Daniel
Sent: Wednesday, October 14, 2009 6:34 AM
To: Goldstein, Robert
Subject: CONFIDENTIAL - ZAIA and Macao 2

Dear Rob,

Following our recent conversation, you will find enclosed a letter that summarizes our position regarding the closing of ZAIA in Macao. As you know, this agreement has been achieved the way it is following an aggressive position from Sheldon Adelson who believed that the convention market would develop at a very rapid pace. In that context, he believed that retail and entertainment would also develop at a very rapid pace. I understand that this situation has changed dramatically in Macao and I am very pleased for your organization that the gambling results overcome this situation.

As the rapid closing of ZAIA would help your financial situation, we are willing to find an amicable way to terminate this contract. In the proposal, we are only asking to cover what was very clear in our agreement including a settlement for Macao 2. As you know, I have tried since you made the decision not to make Macao 2 to sell the concept to another venue. Unfortunately, our partner at the Madison Square Garden turned down our proposal to do Moulin Rouge at Radio City Music Hall. I've been hoping up to recently to solve this issue as we have been financing since last year all the costs included for this project. You will find enclosed a copy of the invoice and the signed agreement regarding the Macao 2 project.

I hope we can move quickly in concluding this situation as we have to inform our employees and artists in Macao. I will be waiting for your guidance in order to do it properly.

Best regards.

Daniel

The Venetian Resort~Hotel~Casino
3355 Las Vegas Boulevard South
Las Vegas, Nevada 89109

The Venetian is the world's largest five-diamond resort.

[THE INFORMATION CONTAINED IN THIS E-MAIL MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR IS NOT THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE OR REPLY BY E-MAIL AND THEN PROMPTLY DELETE THE MESSAGE. THANK YOU.]

CIRQUE DU SOLEIL

Daniel Lamarre
President and
Chief Executive Officer

STRICTLY CONFIDENTIAL
BY EMAIL

October 14, 2009

Las Vegas Sands Corp.
Att : Mr.Robert G. Goldstein, Senior Vice President

3355 Las Vegas Boulevard South
Las Vegas, Nevada 89109
USA

Subject : Agreement between Venetian Cotai ltd and Sundust ltd for Zaia

Rob,

In our last conversation, you have informed me that the Venetian Cotai ltd ("**LVS**") has decided to terminate the agreement with Sundust ltd ("**Cirque**") for the presentation of the show "Zaia" in Macao ("**Agreement**") for the end of the year 2009. Such a decision is a material breach of our Agreement.

From the inception of our discussions, it was clear to both of our organizations that Macao was, and still is, a market that would require some time before the level of attendance for this show could become optimal. In order to provide the time necessary to reach that level, Cirque and LVS accepted to set in the Agreement a minimum performance period of 3 years before it could be possible to end the show if it did not reach certain thresholds. For that reason, it is difficult for Cirque to understand that LVS could make such a decision when not even half of the minimum time period has elapsed.

The show that is currently performed by Cirque at the theatre in Macao meets all of the expectations of Cirque and has been approved by LVS. Sheldon made it clear at the premier that he was impressed by the show and even added that he eventually wanted 3 Cirque du Soleil shows in that territory. The marketing studies have also confirmed that the show in Macao is of the same high standard of quality as our other Cirque du Soleil productions. Under these circumstances, Cirque is disappointed and surprised by the decision of LVS. For Cirque, such a decision is premature and unjustified not only from a contractual perspective but from a business perspective, considering the time and the funds that have been invested.

8400 2nd Avenue, Montreal, Quebec H1Z 4M6 Canada
Telephone: 514 723-7646, ext. 8149 – Fax: 514 723-7639

Cirque understands that the business strategy of LVS for its projects in Macao (including the Cirque show) was mainly based on the "convention business" which, to date, does not have the growth that was anticipated. In the opinion of Cirque, the impact of that factor could have been mitigated had LVS increased its marketing efforts on the promotion of the show.

Cirque would consider avoiding litigation and collaborate if the following general conditions are accepted by LVS:

- The date of termination of the Agreement would be set on December 31, 2009. To extend beyond that date would require that a certain number of agreements be renewed. This would create additional costs to LVS since Cirque would eventually have to pay early termination fees to end these agreements.
- Payment by LVS to Cirque of the US$10,000,000 Guaranteed Net Residual before any public announcement is made on the wind down of the show;
- Reimbursement by LVS of all of the costs and expenses that will be incurred by Cirque in order to wind down the show, including without limitation: severance packages to the employees and artists, transportation, payments by Cirque to suppliers such as termination fees and penalties. LVS would reimburse 50% of that amount before any public announcement is made on the wind down of the show. The other 50% would be payable at the time that Cirque would vacate the theater. At this time, Cirque roughly estimates the total costs and expenses at US$ 2,000,000;
- All costs and expenses that are owed to Cirque by LVS will have to be reimbursed to Cirque before any public announcement is made on the wind down of the show;
- Cirque would have the right, without any compensation to LVS, to remove and become the owner of all of the CDS Property as such term is defined in section 12.5 of the Agreement; and
- The wind down period and process will have to be agreed upon by Cirque and LVS. All internal or public announcements would require the prior approval of Cirque and LVS.

Since you were part of all of the negotiations and therefore well aware of the circumstances that led us to sign this Agreement, I would ask that you revert to me on the position of LVS on this offer. Do note that Cirque considers this offer to be fair and reasonable given the conditions under which LVS is making such a decision.

Should LVS agree with the offer made by Cirque in this letter, I would ask that you confirm that acceptance by signing in the space provided below on behalf of LVS. Once, I have received this letter signed by you, I will ask Jerry Nadal to initiate and lead the discussions for Cirque on the wind down process. He will communicate the relevant documentation and information to the counterpart that will be assigned to that task by LVS.

Do be advised that this letter is a confidential settlement communication and is therefore not admissible to prove liability or lack thereof.

Sincerely,

Cirque du Soleil inc.

Daniel Lamarre
President and CEO

Cc: Jerry Nadal, Senior Vice-President – Resident Shows

AGREED AND ACCEPT BY AN AUTHORIZED REPRESENTATIVE OF THE VENETIAN COTAI LTD, ON _____ , 2009.

_____
Mr.Robert G. Goldstein, Senior Vice President

CIRQUE DU SOLEIL

FACTURE
INVOICE

CIRQUE DU SOLEIL INC. (101)
8400 2e AVENUE
MONTRÉAL, QUÉBEC
CANADA, H1Z 4M6

TÉL: (514) 722-2324 FAX: (514) 723-7619

DATE FACTURATION / INVOICE DATE	April 27th, 2009
NO DE FACTURE / INVOICE NO	1800001964
No de client / Customer No.	1003327
Conditions / Terms	Net 30 days

FACTURÉ À - INVOICE TO

LAS VEGAS SANDS
Mr Robert G.Goldstein, Senior Vice President
3355 Las Vegas Boulevard South
Las Vegas, Nevada
89109
USA

DEVISE/CURRENCY: USD

DESCRIPTION	QTÉE / QTY	PRIX UNITAIRE / UNIT PRICE	MONTANT - AMOUNT
MACAU 2009			
Production and Creation Services			2,265,698.00 $

Please remit your payment to the following account or by check:
THE BANK OF NEW YORK , NEW-YORK
S.W.I.F.T. : IRVTUS3N
FEDWIRE(ABA) : 021000018
ACCOUNT HOLDER: CIRQUE DU SOLEIL INC.
ADRESS: 8400 2e AVENUE - MONTRÉAL - PQ - CANADA - H1Z 4M6
BANK CODE and ACCOUNT NUMBER: 081592276800021-8
CURRENCY: USD
BANK NAME: CAISSE CENTRALE DESJARDINS
BANK ADRESS: 1 COMPLEXE DESJARDINS - MONTRÉAL - PQ - CANADA - H5B1B3
S.W.I.F.T. : CCDQCAMM

Signature autorisée / Authorized Signature

TOTAL DÛ / TOTAL DUE: 2,265,698.00 $

cirquedusoleil.com

8400, 2e Avenue, Montréal (Québec) H1Z 4M6 Canada
Téléphone : 514 722-2324 – Télécopieur / Fax : 514 722-3692

Macau 2 2009

As of Decemberl 28th, 2008

	SAP YTD December 28th 08 Costs CO Curr
Feasibility Analysis	3,157
Artistic	
Creative Team Assistants	50,724
Workshops	402,134
Casting	598,912
Training	
sub total Artistic	**1,051,769**
Prod Management Staff	496,586
Technical Design & Drawing Staff	545,207
Costume Staff	
Props Staff	
Artistic Operations Staff	
Technical Operations Staff	
• Coordination Staff	
• Installation Crew	
• Show Crew	
sub total Technical Operations Staff	
Production Equipment & Supplies	
Acrobatic equipment	
Automation	
Backstage equipment	
Costumes	301,966
Effects equipment	
Lighting Equipment	1,807
Band Gear	
Props	
Set	76,967
Sound Equipment	
Video equipment & supplies	
Projection	35,612
Prod. Infra (Change to Theater)	
Equipment Contingency	
sub total Equipment & Supplies	**416,351**
Technical Operation Supplies	
Production Office Expenses	167,830
Insurance & Financial Expenses	82,936

Consumption Tax	
Production Manager Contingency	
Executive Producer's Office expenses	204,896
IHQ (10 %)	316,050
Executive Producers' Costs	204,896
Partner Value Production	**3,284,782**
Creative Development	849,168
IHQ (10%)	91,284
Total Partner Value	**4,225,234**
TOTAL CDS before Special items	**4,225,234**
Special Items	
Postponement Costs	303,980
Macau Adaptation Costs	2,183
Total Cost	**4,531,397**

% Facturé au partenaire	50%
Facture	2,265,698

MACAU-2: LVS - CIRQUE

BINDING TERM SHEET

1. **The Parties**	This binding term sheet, dated as of July 24, 2007 ("**Term Sheet**"), is executed and entered into by and between Créations Méandres Inc. ("**Cirque**") and Las Vegas Sands, Inc ("**LVS**").
2. **Scope of Agreement**	(a) The parties wish to enter into a Production and Performance Services Agreement ("**Agreement**") for the presentation of a second new Cirque du Soleil live production at a theatre owned by LVS ("**Theatre**") which is located on the Cotai Strip in Macau SAR, China ("**Project**"). (b) The parties will agree on a mutually agreeable and beneficial tax, accounting and corporate structure for the presentation of the Show (as defined below), following discussions between the parties' respective Finance Departments on or before September 30, 2007.
THE THEATRE	
3. **Theatre Constructions and Dedicated Use**	(a) LVS shall be responsible for the construction of the Theatre in accordance with Drawing Package (as defined in section 6 below); (b) This Theatre, which shall be operated by LVS, will be exclusively dedicated to the presentation by Cirque of a Cirque du Soleil live production. LVS, may use the Theatre for other events when the Theatre is not being used for the Cirque du Soleil live production ("**Dark Periods**") subject to LVS obtaining the prior written consent of Cirque (on both the use to be made of the Theatre and the type of activity to be held at that location) and the understanding that during such Dark Periods priority shall always be given to performing maintenance of the Theatre and any activities related to the performance of the Cirque du Soleil live production, such as rehearsals. In addition, any and all costs associated with the use of Theatre during a Dark Period shall be fully born by LVS; (c) The auditorium shall have a seating capacity to be determined by the parties on or before September 30, 2007; (d) a boutique and other sales areas for the sale of Show and Cirque du Soleil existing merchandise to be designed by Cirque at the expense of LVS ("**Merchandising Areas**"). (collectively the "**Theatre Constructions**")
4. **Construction Budget, Cost and Schedule**	(a) Cirque and LVS will agree on the total budget for Theatre Constructions ("**Construction Budget**") on or before September 30, 2007 (excluding taxes) ("**Construction Costs**"). (b) The Construction Budget and schedule shall be prepared by LVS and detailed information in that respect will be provided to Cirque on a regular basis in order to facilitate timely and effective decision-making on the design

	and construction of the Theatre. (c) LVS shall pay any and all fees, costs and expenses related to the Theatre Constructions and the costs set forth in the Theatre Construction and Project Management Budget (as defined in Section 6 c) below). (d) LVS shall directly pay all third parties for all costs set forth above, against the approved budgets and against proper documentation/invoices for such costs.
5. **TSE, TSE Budget and Cost**	(a) The theatrical specialized equipment ("**TSE**") shall consist of all theatrical equipment to be specified by Cirque and that will form part of the Theatre, such as lighting, sound, projection and stage lift systems which are required by Cirque in addition to the existing equipment at the Theatre. (b) LVS and Cirque will agree on: i) the budget to be allocated for the purchase of the initial TSE required to present the Show ("**TSE Budget**"); and ii) the choice of supplier for such TSE. The cost of purchasing the initial TSE shall be determined by the parties on or before September 30, 2007 to which shall be added approximately US$ 1,000,000 (excluding taxes) in initial TSE spare parts ("**TSE Spare Parts**"). (c) LVS shall also pay any and all fees, costs and expenses related to the TSE installation and TSE required infrastructure for the TSE both of which shall be part of the Construction Budget. (d) LVS shall directly pay all third parties for all costs set forth above.
6. **Drawing Package, Cirque assistance and approval rights**	(a) Cirque shall complete the preliminary technical drawing for the Theatre Constructions ("**Drawings**") and provide conceptual design for the constructions of the Theatre and performance specifications for the TSE (the Drawings, the conceptual design and the performance specifications shall be hereinafter collectively referred to as the "**Drawing Package**"). (b) In accordance with the Drawing Package, LVS shall prepare the required design development and construction drawings for the Theatre Constructions, obtain all of the permits and authorizations from the applicable government bodies to complete such work and manage the Construction Budget. (c) Intellectual property rights in the Drawing Package will remain the sole property of Cirque. Cirque shall assist LVS in the construction of the Theatre by providing site supervision but only in order to ensure that Cirque's specifications are respected. LVS shall pay Cirque a fee to be determined by the parties on or before September 30, 2007 for the Drawing Package and the assistance provided during the design development, construction and the construction phases ("**Theatre Construction and Project Management Budget**"), such amount forming part of the Construction Budget. (d) Cirque shall have sole and complete (but not arbitrary) discretion on the design and content of the Drawing Package as for the interior of the Theatre and shall have a right of approval (not to be unreasonably withheld or delayed) on the exterior of the Theatre.
7. **Theatre**	(a) Theatre consultants shall be hired to assist in the design, specifications,

consultants	construction and commissioning of the Theatre Constructions. (b) Consultants required by Cirque to complete the Drawing Package will be hired by Cirque, at its sole discretion, and paid for through the Theatre Construction and Project Management Budget.
8. General Approval Process	An approval process for all of the phases of the Project described in Sections 3 to 7 above shall be in good faith mutually agreed to by LVS and Cirque in the Agreement with the objective of preparing a Drawing Package in accordance with Cirque's specifications within the limits of the Construction Budget.
THE SHOW	
9. Creation of Show and Creative and artistic control	(a) Cirque shall develop and create, within the Show Production Costs (as defined in Section 10 below), a new and original live ninety (90) minute production that shall be presented in the Theatre ("**Show**"). (b) Cirque shall have the sole and complete control over all creative and artistic decisions relating to the preparation, production, staging, running and operating of the Show, the content of the Show, the name of the Show, any trademark to be created in connection with the Show, any use of existing Cirque du Soleil trademarks in connection with the Show, creators, performers, stage direction, acts, lighting, sets, costumes, choreography, multimedia projections, special effects, sound and music for the Show.
10. Show Production Costs and Budget, pre-opening and Launch campaign	(a) All fees, costs and expenses related to the production of the Show (including the costs and fees related to the creation of the Show) shall be shared in equal proportion by the parties (50% Cirque and 50% LVS) ("**Show Production Costs**"), to be agreed upon by the parties on or before September 30, 2007("**Show Production Budget**"). The Show Production Budget shall be prepared by Cirque and approved by LVS. The quarterly statement of cash requirements shall represent the estimated Show Production Costs for the subsequent quarter as approved in the Show Production Budget. (b) The Show Production Budget shall include without limitation the following costs, expenses and fees for the acquisition of the physical elements that will be part of the Show. These physical elements consist namely of: costumes, sets, props, various show related equipment and artistic and production management costs. Show Production Costs may not be exceeded without the prior approval of LVS and Cirque. Also included in the Show Production Budget shall be a ten percent (10%) overhead fee payable to Cirque. (c) The Show pre-opening costs which consist, without limitation, of costs incurred by Cirque at the Theatre during the set-up and rehearsal period, up to the Soft Opening Date ("**Show Pre-opening Operating Costs**") shall be paid in full by Cirque. The parties shall agree on the Show Pre-opening Operating Costs on or before September 30, 2007. The Show Pre-opening Operating Costs shall be reimbursed to Cirque in equal monthly instalments over a two (2) year period starting on the Soft Opening Date. (d) The Theatre pre-operating costs which consist, without limitation, of costs incurred by LVS at the Theatre during the set-up and rehearsal periods, up to the soft opening date ("**Theatre Pre-opening Operating Costs**") shall be paid in full by LVS and shall be recouped by LVS in equal monthly instalments

	over a two (2) year period starting on the Soft Opening Date. The Theatre Pre-opening Operating Costs shall be agreed upon by the parties on or before September 30, 2007. (e) Before the Soft Opening Date, the following initial opening costs (**"Initial Opening Costs"**) shall be paid by LVS and consist of the following: i) the launch campaign for the Show; ii) the Gala premiere for Soft Opening Date and the Gala Opening Date of the Show (as both defined in Section 13); and iii) the marketing tool box. The parties agree that the Initial Opening Costs will be determined by the parties on or before September 30, 2007 and will include a ten percent (10%) servicing cost payable to Cirque for the management and implementation of the activities covered by the Initial Opening Costs. The Initial Opening Costs shall be reimbursed to LVS in equal monthly instalments over a two (2) year period starting on the Soft Opening Date.
11. Ownership of Assets	Cirque shall be the sole owner of: i) all the physical assets purchased under the Show Production Costs; and ii) all legally recognized and protected intellectual property rights of every kind and nature in and to the Show (including its title, imagery or any trademark developed in connection with the Show which shall be licensed by Cirque for use as provided for in the Agreement by LVS). For greater clarity, all the equipment purchased with the TSE Budget shall be owned exclusively by LVS.
12. Audiovisual and Other Ancillary Multimedia Products	(a) Other than the rights expressly granted to LVS herein, Cirque reserves any and all other rights of every kind and nature in and to the Show (including, without limitation, copyrights), now known or hereafter known, including in particular and without limitation, the right to develop, produce and exploit in any and all media now known or hereafter devised, in all languages, in perpetuity, throughout the universe any audiovisual work and any sound recording based on or derived from the Show plus all allied, related, derivative, ancillary (in particular music publishing) and subsidiary rights therein and with respect thereto. (b) Should Cirque decide to produce an audiovisual work or a sound recording substantially based on the Show for sale at retail to consumers or for broadcast, LVS shall be offered by Cirque the right to invest in such a production. The sharing of the profits shall be in proportion to the amount invested in such a production by each party. It is hereby acknowledged and agreed by LVS that LVS shall have no rights of any kind and nature in and to the production (including, without limitation, copyrights), other than LVS's proportionate share of profits generated by the sale of such a production.
13. Term and Show Schedule	(a) Subject to termination provisions in the Agreement, the term of the Agreement shall be ten (10) consecutive years (**"Term"**) commencing on the initial paid public performance (**"Soft Opening Date"**) which shall be in the first quarter of 2009. The exact date for the Soft Opening Date shall be mutually agreed upon by the parties. The Soft Opening Date shall be followed by a gala opening date which shall be no sooner than four (4) weeks after the Soft Opening Date (**"Gala Opening Date"**). The Term may be extended for an additional period of five (5) years with the consent of both parties. (b) LVS understands that the Theatre Constructions and TSE installation must be completed at least six (6) calendar months before the Soft Opening Date

	which is the time period required by Cirque to load-in (12 weeks) and rehearse the Show (12 weeks) ("**Set-Up Period**"). The parties understand that any modification in the dates mentioned above may result in modifications to all amounts mentioned in this document, including without limitation the Construction Costs and the Show Production Costs. (c) The parties shall agree on the weekly number of performances of the Show, which shall not exceed ten (10) per week, and the expected yearly total number of performances, which has been estimated at a minimum of 470. In that respect, the parties shall take into consideration the standards set forth in existing Cirque du Soleil shows in other permanent locations which generally provide for the following break periods for the artists in any given year: two (2) periods of nine (9) consecutive days; two (2) periods of three (3) consecutive days; and one (1) period of fourteen (14) consecutive days.
LVS AND CIRQUE OPERATING COST AND RELATED ACTIVITIES	
14. **LVS Operating Costs, Marketing and Ticket Price**	(a) LVS will pay for the following costs ("**LVS Operating Costs**"): Theatre operation; technicians for the Theatre; marketing and publicity for the Show; sale of tickets for the Show; purchase of food and beverages and operation of concession stands; purchase of merchandise and operation of the boutique and other sales areas in the Theatre; and costs related to fulfilment of sponsorship obligations. (b) Cirque and LVS will meet to review the LVS Operating Costs and projections at least annually. (c) All publicity and marketing for the Show will be agreed upon by the parties. (e) The price of tickets shall be agreed upon by the parties. The average yearly ticket price, excluding taxes and any agent commission, for the Show shall also be agreed upon by the parties on or before September 30, 2007 ("**Average Ticket Price**"). (g) All tickets for the performances of the Show shall be purchased by the parties at their face value and included in the Show Revenues with the exception of: i) a maximum of 200 tickets to be provided on a yearly basis, at no cost, to Cirque's creative group in order for that group to evaluate the overall artistic and acrobatic quality of the Show and ensure that such quality be maintained throughout the Term of the Agreement; ii) tickets made available to the press; iii) marketing giveaways as decided and agreed by Cirque and LVS; and iv) tickets for charitable organizations to be agreed to by the parties. (h) The parties shall allocate, on a yearly basis, a to be agreed upon percent of the total number of available Show tickets for sale online to Cirque's "Cirque Club" which shall be prior to the public on-sale date, before any other pre-sale of tickets with the exception of group sales ("**Cirque Club Tickets**"). Cirque Club Tickets shall mostly consist of the best category of tickets for the Show at the Theatre.
15. **Cirque Operating Costs**	(a) Cirque will be responsible for the following activities related to the performance of the Show and will pay the resulting costs ("**Cirque Operating Costs**"): performers and support staff to performers; company and technical

	management and personnel; Show technicians; production follow up costs (including casting, training, costumes, sets and props); costs related to fulfilment of sponsorship obligations; the cost of acquiring third party movie and music rights for the Show; a fair allocation for Cirque regional office; services provided by Cirque's International Head Office which represents ten percent (10%) of the Show Operating Costs ("**IHQ Services**"). (b) LVS and Cirque will meet to review Cirque Operating Costs and projections at least annually.
16. Merchandise, Merchandise Exclusivity, F& B and sponsorship	(a) The merchandise to be sold in the Merchandising Areas, and at other locations to be agreed to by the parties, shall be purchased from Cirque or from a third party designated by Cirque at best wholesale price and/or manufactured by LVS subject to Cirque approval. (b) LVS will have the right to sell Show specific merchandise and other Cirque merchandise at the Theatre and at other adjacent locations to be agreed upon by the parties. (c) The menu items to be offered at the F&B Areas shall be agreed to by LVS and Cirque. (d) The parties shall discuss entering into sponsorship agreements for the Show subject to each party: i) approving the sponsor and category of sponsorship (which shall include without limitation advertising in the Theatre and exclusivity rights granted to F&B and other categories of suppliers for the Theatre); ii) the benefits to be granted to such sponsors; iii) the compensation to be received for such sponsorship; iv) agreeing on the costs and expenses to be incurred by each party in order to service and provide benefits to the sponsors. The sponsorship revenue shall be added to the Show's revenue.
FINANCIAL AND OTHER TERMS	
17. Show Revenues	The revenues sources from the Project ("**Show Revenues**") consist of the following:
	"Box Office Receipts": The gross revenues generated from the sale of tickets for the Show less: the taxes.
	"Merchandise Sales": Revenues generated from the retail sale of Show and Cirque du Soleil merchandise at the Merchandising Areas and other agreed upon sales locations less the applicable sales taxes and credit card fees.
	"Food & Beverages Sales": Revenues generated from the sale of food and beverages in the sales locations within the Theatre less the applicable sales taxes and credit card fees.
	"Sponsorship revenue": Revenues generated from the sponsorships for the Show less the applicable taxes.
18. Cirque	The following payments shall be made to Cirque ("**Cirque Compensation**"):

Compensation		
	"Cirque Box Office Participation":	• 13 % of the Box Office Receipts.
	Show Production Costs	• Starting on the Soft Opening Date, recoupment by Cirque of 50% of the Show Production Costs (**"Recoupment of Show Production Costs"**) in the next five (5) consecutive years, amortized on a straight line basis, after the Soft Opening Date.
	Show Pre-Opening Operating Costs	• Starting on the Soft Opening Date, recoupment by Cirque of 100% of the Show Pre-Opening Costs (**"Recoupment of Show Pre-opening Operating Costs"**) in the first two (2) years, amortized on a straight line basis from the Soft Opening Date.
	"Cirque Cost Return":	• Cirque Operating Costs which shall include, without limitation: i) a fair allocation for Cirque's Regional Office costs and ii) the 10% IHQ Service; and • starting on the Soft Opening Date, Cirque shall be paid a yearly Producer Fee to be agreed upon by the parties on or before September 30, 2007, adjusted annually to reflect CPI increases.
	"Cirque Merchandising Royalty":	A ten percent (10 %) royalty on the Merchandising Sales.
19. Payments of the Cirque Compensation	The payment of the Cirque Compensation shall be made on a weekly basis according to the budget provided by Cirque and adjusted on a monthly and annual basis.	
20. Cirque Profit Split	Payment of the Cirque Percentage of the Net Residual to Cirque further to Section 22 below shall be made on a monthly basis and adjusted on quarterly and annual basis.	
21. Revenues and profits retained by LVS	LVS will retain the following amounts out of the Show Revenues:	
	(a) LVS Operating Costs:	LVS Operating Costs will be calculated on a monthly basis and adjusted on a quarterly and annual basis.
	(b) Show Production Costs	Starting on the Soft Opening Date, recoupment by Cirque of 50% of the Show Production Costs (**"Recoupment of Show Production Costs"**) in the

		next five (5) consecutive years, amortized on a straight line basis, after the Soft Opening Date.
	(c) Initial Opening Costs	Starting on the Soft Opening Date, recoupment by LVS of one hundred percent (100%) of Initial Opening Costs.
	(d) Theatre Pre-opening Operating Costs	One hundred percent (100%) of Theatre Pre-opening Operating Costs in the first two (2) years, amortized on a straight line basis, from the Soft Opening Date.
	(e) Reimbursement of the Cirque Compensation	Recoupment of the Cirque Compensation paid by LVS to Cirque on a monthly basis and adjusted on a quarterly and annual basis.
	(f) Rent	**"Rent"** will be six percent (6%) of the Box Office Receipts. The Box Office Receipts for the calculation of the Rent under this paragraph will be calculated and retained on a monthly basis and adjusted on a quarterly and annual basis.
	(g) LVS's Profit Split	The LVS Percentage of the Net Residual (as defined under Section 22 below) to be retained on a monthly basis and to be adjusted on a quarterly and annual basis.
22. Net Residual	**"Net Residual"** = Show Revenues less Show Expenses **"Show Revenues"** shall mean: a) Box Office Receipts; b) Merchandise Sales; c) Food and Beverage Sales; and d) Sponsorship Revenues. **"Show Expenses"** shall mean, and listed in the priority of payment: a) Cirque Box Office Participation; b) Cirque Cost Return; c) Rent; d) The recouped amount of Show Production Costs for such year; e) The recouped amount of Theatre Pre-opening Operating Costs f) The recouped amount of Show Pre-opening Operating Costs g) The recouped amount of Initial Opening Costs for such year	

	h) LVS Operating Costs; i) Costs related to Merchandise, F&B, and sponsorship; and j) Any out-of-pocket losses incurred by LVS in prior years and not previously repaid out of Net Residual payments. The Net Residual will be shared in accordance with the Cirque Percentage and the LVS Percentage.
23. **Cirque Guarantee and Losses; Audit Right; and Standards of Conduct**	(a) Subject to the termination rights set forth in section 24 below, payment of the Cirque Compensation will be made to Cirque: i) before any payments are made to LVS under this Term Sheet and the Agreement; ii) irrespective of the revenues or losses resulting from the Project throughout the Term and any extension thereof; and iii) LVS acknowledges and agrees that any losses incurred at the end of any year shall not be shared with Cirque and will be solely borne by LVS. (b) Each party shall agree that all relevant books and records relating to the Project shall be kept in accordance with generally accepted accounting principles, consistently applied and shall be available for inspection, copying and auditing by the other party, subject to confidentiality requirements. (c) In addition, the parties agree that the activities contemplated by this Term Sheet shall be conducted according to the highest standards of business conduct and ethics. The parties shall therefore take into consideration and consult on the social and environmental consequences of the decisions to be made further to this Project.
24. **Rights to Terminate**	(a) LVS will have the right to give Cirque written notice that it elects to terminate the Agreement within ten (10) calendar days following the end of the seventh (7th) month of each year (commencing on the third (3) anniversary date of the Soft Opening Date), if either: i) during the period of the immediately preceding twelve (12) consecutive months, the Show Revenues are less than the Show Expenses; or ii) the average paid occupancy rate of the Theatre is lower than 50% during the period of the immediately preceding twelve (12) consecutive months. Such termination shall be effective on the next anniversary date of the Soft Opening Date. If LVS elects to exercise this right of termination under paragraph (a) i) above, Cirque shall have a right to cure such event for termination by contributing to the Show Revenues the amount that will bring the Net Residual up to $0 for the applicable period. Such payment will be made within thirty (30) calendar days from receiving written notice of the other party's intent to terminate. (b) Cirque will have the right to give LVS written notice that it elects to terminate the Agreement within ten (10) calendar days following the end of the seventh (7th) month of each year (commencing only on the third (3) anniversary date of the Soft Opening Date), if the average paid occupancy rate of the Theatre is lower than fifty percent (50%) during the period of the immediately preceding twelve (12) consecutive months.

	(c) Further to termination under Sections 24(a) or 24(b) above: Cirque will remove from the Theatre the physical assets of the Show that were part of the Show Production Costs. Should Cirque use such physical assets with a third party within forty eight (48) months of such termination, Cirque shall pay to LVS an amount equal to the LVS Percentage of the fair market value of such assets at the time of their removal from the Theatre less the cost of their removal from the Theatre.
25. Management Committee	LVS and Cirque shall each designate a Project representative who will serve as the main point of contact for the other party on any issues concerning this Project. The designated Project representative shall be available continuously until the Gala Opening Date and shall have the authority and qualifications necessary to represent and act for the party by which he or she has been designated on any and all aspects of this Project.
26. Confidentiality and non-disclosure	(a) The parties hereby agree to maintain confidential the existence of this Term Sheet and its content. In that respect, the parties agrees to ensure further to the execution of this Term Sheet that confidentiality agreements will be signed by any third party performing services related to this Project. (b) No public announcement in regards to or disclosure of this Term Sheet or any part thereof shall be made without the written consent of Cirque and LVS.
27. Exclusivity for the Show and Cirque Touring Shows	(a) Subject to certain restrictions related to Cirque's touring shows set forth in paragraph (b) of this section and the rights granted to LVS in section 28, LVS acknowledges that CDS or any of its related or affiliated entities will have the right under the Agreement to have any activity in Hong Kong. (b) Cirque or any of its related or affiliated entities shall have the right to present, alone or with a third party, a touring show anywhere in Hong Kong: - every other year after the 3rd anniversary of the Soft Opening Date. This date may be moved up by up to one year, at LVS's election, if the Show is demonstrating sustained strong performance and advance ticket sales; and - Cirque touring show will have a maximum duration of ten (10) consecutive weeks for each stay in Hong Kong. (c) The touring restrictions set forth in paragraph (b) above shall not apply to any Cirque touring show that will be presented in Hong Kong up to six (6) months prior to the Soft Opening Date.
28. Binding Term Sheet	(a) This Term Sheet contains the basic terms and conditions under which the parties will proceed with the transaction described herein and is intended to and creates a binding legal obligation on the part of the parties hereto. (b) This Term Sheet may be offered as evidence of an express agreement in any legal proceedings between or among the parties. (c) The parties understand and agree that each party will bear its own costs for the negotiation and execution of the Agreement. (d) The parties shall enter into the Agreement by September 30, 2007. If for

	any reason the parties are unable to agree on the form of the Agreement, neither party shall have liability to the other.
29. Assignment and Governing Law	(a) Neither party may assign this Term Sheet to another third party without the consent of the other party, provided, however that either party may assign this Term Sheet to a wholly-owned affiliate or subsidiary provided that the assigning entity remains secondarily liable for all of its obligations and liabilities under this Term Sheet. (b) This Term Sheet shall be governed by and construed in accordance with the laws of the State of Nevada (without regard to its conflict of law principles) and the federal laws of United States of America applicable therein and each of the parties agree that (i) all actions and proceedings arising out of or relating to this Term Sheet shall be heard and determined in Nevada and (ii) waives any objection to venue and consent to jurisdiction of any such actions or proceedings in Las Vegas. (c) This Term Sheet may be executed in any number of counterparts, each of which when executed and delivered (whether by original or through telecopy signatures) shall be an original, but all such counterparts shall constitute one and the same Term Sheet. Any signature page of this Term Sheet may be detached from any counterpart without impairing the legal effect of any signatures thereon and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages.

[SIGNATURES ON NEXT PAGE]

CRÉATIONS MÉANDRES INC.	LAS VEGAS SANDS, LLC
Daniel Lamarre President and CEO	Robert G. Goldstein Senior Vice President
Executed on: July 29th.	Executed on: 7/24/07

Zaia

From: "Yurcich, Betty" <"/o=venetian_resort/ou=venetian/cn=recipients/cn=yurcichb">

To: "Goldstein, Robert" <rob.goldstein@venetian.com>

Date: Thu, 22 Oct 2009 08:40:34 +0000

Rob,

I am quite disappointed at Daniel Lamarre's approach to our proposal vis-à-vis closing the Zaia show.

Let me make a couple of comments that I thought were erroneous:

Daniel Lamarre said to us more than once that they will do whatever it takes to continue to improve the show until it closes. Unfortunately, my opinion is that they just "don't get it" - that the show is not equal to Mystere and is completely disappointing to follow. There is no string that ties the whole show together and the string that they do have is not understood nor is the message obvious. They don't understand that the Asians don't like the clowns and, even if some people like the clowns, the length of the clown performance is overkill.

In the third paragraph on the first page, "…..Macao meets all of the expectations of Cirque and has been approved by LVS." Apparently he doesn't remember the discussions I personally have had with him and the theater manager – not exactly, but enough to be remembered. We have talked about the necessity to improve the show and not with just another acrobat act because China is replete with acrobats.

The next line says the he said that I was "impressed" and that I eventually wanted three shows in that territory. Yes, it's true – the show is impressive – the theater is even more impressive but impressive doesn't seem a success. I was assured at the time by Daniel that he would do whatever it would take for as long as it takes to get the show right. It is true that if the show reached the level of acceptance that they believed it should have, that I would want more Cirque shows.

The next sentence talks about marketing studies detailing that ZAIA is of the same "high standard of quality." I won't deny that – it is high quality but it is not attractive enough for people to come to see it. The quality of the presentation does not translate into demand. If that were the case, museums around the world would be more successful than they are. People want to enjoy themselves at shows and obviously this show doesn't rise to that level.

The first paragraph of the second page says that our business strategy was only based on the convention business. It is true that we are a convention based marketing strategy; however, that's not the only place from which we expected to generate viewers for the show. With an average of 70,000 people a day coming to the Venetian Macao, the largest number of people we can get in on convention business" would have been no more than two or three thousand per day. The travelers, the bus tours, the audience in Guangzhou and Zuhai were all part of the

Exhibit 12
Date 11-6-12
Witness GOLDSTEIN
C. Lewis #497

anticipated visitation.

Regarding his proposal that we accept his somewhat condescending and arrogant business, it's they who didn't keep improving the show as they promised. Just take the simplest of actions:

The clowns. The most frequent complaint I hear is about the clowns – that people can't understand them. They could have easily taken care of that. They insist that the structure of the show where the character is fanaticizing in space isn't gotten by the audience. Mystere would have been a much better show because the round ball of clown was and is a good string to tie the show together.

There are six bullet points that they propose and are rejected. I don't believe that we are prohibited from making a public announcement on our own. You should tell Dan that Adelson would rather make love than war but it's a tough lovemaking experience when only one of the partners smiles and the other one frowns. I have a lot of respect for Dan, for Guy and for Cirque and I admire their accomplishments. But, they have got to keep their commitments. If the show was like Love or O instead of what it is, we would have bus loads of people coming in from across the border and on the ferries. It is just not the show that they used to produce.

I would be happy to discuss a replacement of that show with Love or O provided they have some skin in the game. Otherwise, although I am going to talk to Mike about this, my recommendation would be, in the absence of being able to make love rather than war, we announce the cancellation of the show.

Sheldon

To: Jacobs, Steve[steve.jacobs@venetian.com.mo]
Cc: Goldstein, Robert[goldr@venetian.com]
From: Raymond, Louise
Sent: Wed 1/6/2010 6:49:34 PM
Subject: Macau

Dear Steve,

Following last Monday's meeting in Las Vegas, we are preparing a communication plan for our mutual announcement. Obviously, none of this can be triggered without having an official notice from you and an exact date for the closing of the show. I am waiting for that notice in order to finalize the timing of our announcement.

As discussed, we will take all the necessary course of actions to make this process as smooth as possible.

Thank you for your collaboration.

Best regards,

Daniel Lamarre
President and CEO
Cirque du Soleil

Re: Jack Lam

From: "Jacobs, Steve" <steve.jacobs@venetian.com.mo>

To: "Goldstein, Robert" <rob.goldstein@venetian.com>

Date: Wed, 03 Jun 2009 21:49:43 +0000

Thanks. We'll know more shortly.

Steve

From: Goldstein, Robert <rob.goldstein@venetian.com>
To: Jacobs, Steve
Sent: Thu Jun 04 05:38:35 2009
Subject: Re: Jack Lam

Speaking with SGA and ML regarding this deal. Everyone seems initially comfortable assuming your conditions are met

---

From: Jacobs, Steve <steve.jacobs@venetian.com.mo>
To: Jacobson, Michael; Gethers, Guy; Hornsby, Adrian Richard; Macomber, Dean; Toh, Benjamin; Kay, Kenneth
Cc: DeAngelo, Len; Goldstein, Robert; Chan, Steve; Karoul, Steve; Melo, Luis
Sent: Wed Jun 03 08:55:18 2009
Subject: Re: Jack Lam

Michael,

Final details of the proposed arrangement with JL will be remitted in writing and reviewed with all after tomorrow's lunch with jack. Understand the concentration of risk and we will be exploring several options with Jack that would materially mitigate risk and or more closely match risk with reward. My understanding is we have also proposed alternatives "guarentees" and to date, they have been poorly received.

I look forward to discussing after we have had the benefit of feedback.

Steve

From: Jacobson, Michael
To: Gethers, Guy; Hornsby, Adrian Richard; Macomber, Dean; Toh, Benjamin; Kay, Kenneth
Cc: DeAngelo, Len; Goldstein, Robert; Chan, Steve; Karoul, Steve; Jacobs, Steve; Melo, Luis
Sent: Wed Jun 03 21:55:43 2009
Subject: FW: Jack Lam

In accordance with Len's request we need to review increasing IJP's credit by $150m to $400m in total. Here is the initial plan to get this moving:

Dean/Steve/Steve - please fill Guy and Adrian in on the specifics that were discussed with Jack. On the credit side we indicated that in order to support additional credit an additional guarantor(s) or some form of security (i.e. bank guarantee) would be needed. The key reason is to control the amount of credit we have dependant on one individual's financial well being and health. We also felt strongly that the credit should be released based on actual play delivered so that they don't just move the business around from our other properties, thereby not increasing our bottom line while we give more credit.

Ken - This is rarified air as it relates to granting credit to one party. We do have parameters in our credit policy regarding who has to approve it, but with the dollars involved do you think we need to consider a "super approval" level to ensure we are meeting our fiduciary responsibilities?

If anyone has any other suggestions as to how to get this moving please let everyone know. Len, we will keep you posted.

Exhibit 10
Date 11-6-12
Witness GOLDSTEIN
C. Lewis #497

Regards,

Mike

From: DeAngelo, Len [mailto:Len.DeAngelo@MarinaBaySands.com]
Sent: Wed 6/3/2009 7:08 PM
To: Jacobson, Michael
Cc: Karoul, Steve; Chan, Steve
Subject: Jack Lam

Michael
Please start in motion the Credit committee process to approve Jack Lam's International junket for an increase to $400M HK. This will give him $150M HK to take over our L3 at P2 room.
Steve Karoul and Steve Chan can provide the details.
This is important that we get on this right away. I have exchanged emails with Rob Goldstein so he is aware of the direction we are headed.
Please keep me posted with any issues that may arise. I am expected to meet with Jack tomorrow to shake hands on the deal.
Thanks.

To: Leven, Michael[Mike.Leven@venetian.com]; Goldstein, Robert[rob.goldstein@venetian.com]; Kay, Kenneth[Ken.Kay@Venetian.com]
Cc: Chiu, Larry[larry.chiu@venetian.com]
From: Jacobs, Steve
Sent: Sat 6/6/2009 9:59:39 AM
Subject: Jack Lam - PII

Made some progress and while it is never done until the cash is flowing…

Jack agreed to up his minimum from 2.5B HKD to 4.0 Billion HKD. Once his club is operational, the minimum increases to 6 B HKD. Jack has also agreed to progressive credit. 100M HKD at the beginning of the month, and additional 100M when he passes 2.5B roll in any given month.

Regarding the VIP Club, we have agreed in concept, and now need to work through the details. Jack should have a proposal to us by month end.

Key points: Level 2, unimproved space, 30k ft. No TI… all Jack. 50M HKD min, 100m cap. 7 year term with option. 20% net profit, capped at $54 / foot. Club to pay utilities, CAM charges to be argued or omitted pending review of proposal details. Permitting expected within 30 days of agreement (extremely fast but he implies he has strong government relations and it should be "no problem"). 6 month fit out.

I will share more as we move towards definitive agreements.

Steve

Temp. TTO request - Victormap, Junket Promoter #1868083 (Venetian Macau)

From: "Leong, Isabel" <isabel.leong@venetian.com.mo>

To: "Goldstein, Robert" <rob.goldstein@venetian.com>

Cc: "Lau, Perry" <perry.lau@venetian.com.mo>, "Chan, Danny" <danny.chan@venetian.com.mo>, "Sisk, David" <david.sisk@venetian.com.mo>

Date: Tue, 31 Aug 2010 09:48:08 +0000

Dear Mr. Goldstein,

Due to the departure of Mr. Steve Jacobs and as advised by Mr. Sisk that during this interim period before the new CEO at Sands China on board, we would like to seek for your kind approval for sending all credit requests above HKD25mil for your kind approval and signage. As according to our credit authorization matrix, we would require your approval for credit request above HKD25mil during the absence of the CEO in Sands China.

Please kindly find below the first temporary increase request that we would like to seek for your kind approval.

VICTORMAP, JUNKET PROMOTER LIMITED #1868083 – Requesting Temp. increase of credit line from HKD20mil to HKD30mil.

Requestor – IM Director Nicole Chan / IMVP Steve Chan

Approval obtained from David Sisk, Ben Toh, Perry Lau, Isabel Leong and Steve Chan

Approval Condition agreed by Mr. Sisk that TTO will only be given if their VIP customer show up on a standby basis through Sept 15, 2010.

Victormap, Junket Promoter Limited is a local junket and is requesting an additional HKD10mil for **"standing by"** purpose for new program in September.
According to IM Director Nicole Chan, Ms Lei (Director & Guarantor of the junket) will be out of town to England for 12 days (Sep 1- 12), and they are expecting a VIP player Personal may visit their premiums during the absence of Ms. Lei. The reason being is the player had exhausted most of their credit line HKD20mil in last program, we eventually approved an additional HKD10mil to them on 08/23/10.
Therefore, they now would request this Temp TTO to be granted before Ms Lei's away.
As shown in the system, the VIP player visited the subject junket recently with average bet HKD500k & maximum bet HKD900k per hand.

Victormap commenced business on Feb, 2010, established credit in Apri, 2010 for HKD20mil. So far the payment record for the credit line has been punctual.

Rolling and Earned Commission:

	May 11	May 25	June 7	June 20	June 30	July 13	July 31	Aug 13 *current trip*
Rolling	403,859,000	478,320,000	618,760,000	130,769,000	240,510,000	624,923,000	205,476,000	571,891,000
Commission	4,805,922	5,692,008	7,363,244	1,556,151	2,862,069	7,436,583	2,445,164	3,527,692

Director and Guarantor – Ms. Lei, Sun Chio

Ms Lei, Sun Chio is the guarantor and director of the junket, she was a sub-junket with AMA at Altira before starting her business with us. As her business starting to grow bigger, she ceased her business with AMA so she would build her own brand name at Venetian. Ms Lei has been in the gaming industry for more than 10 years. She is well contacted in both Macau and China and has lots of investment properties in these two places.

Credit would recommend this temp. increase on their credit line due to their good payment record and also we had previously granted the same Temp. increase to the junket.

Exhibit 2
Date 11-6-12
Witness GOLDSTEIN
C. Lewis #457

Thank you and kind regards,

Isabel Leong
Manager, Casino Credit |
Venetian Macau Limited| www.venetianmacao.com|

Email: isabel.leong@venetian.com.mo|
|DID: +853 811 87038 | Mob: +853 6240 5853 | Fax: +853 811 87033 |

From: Yurcich, Betty
Sent: Monday, February 23, 2009 8:20 PM
To: Kraus, Fred; Gonzalez, Al; Klinger, Leslie; Goldstein, Robert; DeSalvio, Robert; Weaver, Stephen; DeAngelo, Len
Subject: From Sheldon Adelson
Importance: High

From this point on there will be no severance included in any employment agreements beyond thirty days without my written approval. Anybody who either drafts or includes or signs an agreement for severance pay for over thirty days will constitute a violation of any existing employment agreement with such employee and will become cause for termination.

Any new salaries or raises which will bring any employee up to $200,000 will also require prior approval from me.

There are too many contracts that are being signed with excessive severance and raises that may or may not be justified and I think, as the CEO of this company, there should be a threshold above which I should have authority. If anybody has any objections to this, please send me a memo, give me a day or so to read it and then call me on the telephone.

In these difficult and challenging economic times, we need a centralized source to provide consistency in how employees are treated.

Sheldon G. Adelson

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.

SANDS CHINA LTD.
金沙中國有限公司*

(incorporated in the Cayman Islands with limited liability)

(Stock Code: 1928)

GRANT OF SHARE OPTIONS

This announcement is made pursuant to Rule 17.06A of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the **Listing Rules**).

The board of directors (the **Board**) of Sands China Ltd. (the **Company**) announces that share options (the **Share Options**) to subscribe for shares of US$0.01 each in the capital of the Company (the **Shares**) were granted by the Company under its share option scheme adopted on November 8, 2009 to Mr. Steven Craig Jacobs, the Chief Executive Officer and Executive Director of the Company, subject to his acceptance, with details as follows:

Date of grant	:	May 11, 2010
Number of Shares in respect of which the Share Options were granted	:	2,500,000
Subscription price of Share Options granted	:	HK$11.83 (The subscription price of HK$11.83 represents a price not less than (i) the closing price of the Shares of HK$11.00 as stated in the daily quotation sheet of The Stock Exchange of Hong Kong Limited (the **Stock Exchange**) on May 11, 2010 (that is, the date of grant) and (ii) a price of HK$11.83, being the average closing price of the Shares in the daily quotation sheets of the Stock Exchange for the 5 trading days immediately preceding May 11, 2010)
Closing price of the Shares on the date of grant	:	HK$11.00
Validity period of the Share Options	:	Ten (10) years
Vesting dates of the Share Options	:	50% of the Share Options granted will vest on each of January 1, 2011 and January 1, 2012.

Pursuant to Rule 17.04(1) of the Listing Rules, the grant of the Share Options to Mr. Steven Craig Jacobs has been approved by the Independent Non-Executive Directors of the Company.

By order of the Board
SANDS CHINA LTD.
Luis Nuno Mesquita de Melo
Joint Company Secretary

Hong Kong, May 14, 2010

As at the date of this announcement, the Board comprises Steven Craig Jacobs and Stephen John Weaver (as Executive Directors); Sheldon Gary Adelson, Jeffrey Howard Schwartz and Irwin Abe Siegel (as Non-Executive Directors); and Iain Ferguson Bruce, Yun Chiang and David Muir Turnbull (as Independent Non-Executive Directors).

** For identification purposes only*

THE VENETIAN®
Macau Limited
威尼斯人澳門股份有限公司

August 5, 2010

Steven Craig Jacobs
979 Crest Valley Dr.
Atlanta GA
30027
USA

Re: Notification of termination with cause of the employment contract

Dear Mr. Jacobs,

VENETIAN MACAU LIMITED, in the capacity of employer, with registered address in Macau, at Estrada da Baía de Nossa Senhora da Esperança, The Venetian Macao Resort Hotel, Executive Offices – L2, Taipa, (hereinafter "VML") does hereby **terminate with cause**, pursuant article 69th of Law nr. 7/2008 (Law of the Employment Relationships), the employment contract dated June 16, 2009 between Venetian Macau Limited and you.

The facts supporting the termination with cause, which resulted in the impossibility to continue the labor relationship, are that you repeatedly acted in a manner which exceeded your authority and failed to keep the Board of VML or of Sands China Ltd. ("SCL" or the "Company") informed on important business decisions and other actions that you took on behalf of the Company and its subsidiaries, including those which exceeded your authority. Examples are:

1) Negotiating arrangements for Sites 5 & 6 without prior approval.

2) Failing to obtain proper authorisation prior to signing the Playboy agreement.

3) Finalizing Four Seasons contracts with Jack Lam without obtaining prior approval.

Exhibit 3
Date 9-6-12
Witness ADELSON
C. Lewis #497

Venetian Macau Limited
威尼斯人澳門股份有限公司
Estrada da Baía de N. Senhora da Esperança, s/n, The Venetian Macao Resort Hotel, Executive Office – L2, Taipa, Macau SAR, P.R. China
澳門氹仔路環灣仔海邊大馬路澳門威尼斯人度假村酒店行政辦公室二樓 Tel: +853 2882 8888 Fax: +853 2882 8889 website: www.venetianmacao.com

THE VENETIAN®
Macau Limited
威尼斯人澳門股份有限公司

4) Travelling to Toronto on three occasions to meet with Four Seasons without first obtaining prior authorization to negotiate a deal.

5) Negotiating a transaction with Harrah's for Sites 3 and/or Sites 7 & 8 without obtaining prior approval.

6) Entering into negotiations with Cirque du Soleil without obtaining prior approval and not advising the board of SCL and/or VML, until midway through the negotiations.

7) Commissioning a brand study for Sites 5 & 6 to change the names of the properties without informing the Board of SCL and/or VML.

8) Hiring Ogilvy without approval from the Board of SCL and/or VML.

9) Preparing to make an offer to a potential chief operating officer of SCL without first obtaining the approval of the Board of SCL.

10) Failing to discuss and agree the SCL Board meeting agendas with the Chairman of SCL despite being required to do so by the SCL Corporate Governance Guidelines.

11) Disagreeing in public with the Chairman's position on the growth prospects for Sands China.

12) Exercising LVSC options and selling LVSC stock without first informing the Chairman and/or the Board of SCL.

Sincerely,

On behalf of Venetian Macau Limited,

Antonio Ferreira

Managing Director

Venetian Macau Limited
威尼斯人澳門股份有限公司
Estrada da Baía de N. Senhora da Esperança, s/n, The Venetian Macao Resort Hotel, Executive Office – L2, Taipa, Macao SAR, P.R. China
澳門氹仔望德堂海灣大馬路澳門威尼斯人度假村酒店行政辦公室二樓 Tel: +853 2882 8888 Fax: +853 2882 8889 website: www.venetianmacao.com

Message

From: Chan, Fiona [/O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=FIONA.CHAN]
Sent: 12/17/2009 10:38:46 AM
To: Jacobs, Steve [steve.jacobs@venetian.com.mo]
Subject: Urgent -- name card sample
Attachments: adelson.jpg

Sir,
I talked to Mr. Mark Russell who suggested to use the first one as it looks better. We will proceed order if you agreed with it.
Thanks,
Fiona

From: Lu, Pearl
Sent: Thursday, December 17, 2009 6:07 PM
To: Chan, Fiona
Subject: FW: name card sample

Dear Fiona,

May I have your advice on which format that we are going to print for Mr. A's card.
Remarks: The vendor requires us to confirm the draft tonight in order to meet up our delivery time.

Thanks a lot!
Pearl Lu

From: tam kimlard [mailto:kimlard@gmail.com]
Sent: Thursday, December 17, 2009 6:00 PM
To: Lu, Pearl
Subject: name card sample

陸小姐：二款樣版請你校對，候覆。

關小姐

Sands 金沙
Sands China Ltd.

SHELDON G. ADELSON
Chairman

3355 Las Vegas Boulevard South, Las Vegas, Nevada 89109, USA
TEL: +1.702.733.5500 | FAX: +1.702.733.5620 | adelson@venetian.com

Sands 金沙
金沙中國有限公司

蕭登·艾德森
董事會主席

美國內華達州拉斯維加斯市拉斯維加斯大道南3355號郵編89109
電話：+1.702.733.5500 | 傳真：+1.702.733.5620 | adelson@venetian.com

Sands 金沙
Sands China Ltd.

SHELDON G. ADELSON
Chairman

3355 Las Vegas Boulevard South, Las Vegas, Nevada 89109, USA
TEL: +1.702.733.5500
FAX: +1.702.733.5620 | adelson@venetian.com

Sands 金沙
金沙中國有限公司

蕭登·艾德森
董事會主席

美國內華達州拉斯維加斯市拉斯維加斯大道南3355號郵編89109
電話：+1.702.733.5500
傳真：+1.702.733.5620 | adelson@venetian.com

Message

From:	Raymond, Louise [Louise.Raymond@cirquedusoleil.com]
on behalf of	Lamarre, Daniel [Daniel.Lamarre@cirquedusoleil.com]
Sent:	2/11/2010 3:51:26 PM
To:	adelsons@venetian.com
CC:	Jacobs, Steve [steve.jacobs@venetian.com.mo]; Nadal, Jerry [jerry.nadal@cirquedusoleil.com]
Subject:	ZAIA

Dear Sheldon,

It was nice talking to you before your trip to Israel. As discussed, I asked my people to prepare an executive summary of the show in Macau. I will be meeting with Steve Jacobs in Las Vegas on February 22 to discuss about the future of the show. If you want to discuss it beforehand, I would be more than happy to talk to you.

Best regards.

Daniel Lamarre
President and CEO
Cirque du Soleil

Message

From:	Jacobs, Steve [/O=FIRST ORGANIZATION/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=STEVE.JACOBS]
Sent:	3/8/2010 12:17:24 AM
To:	Leven, Michael; Adelson, Sheldon; David Turnbull (dmt@pacificbasin.com) [dmt@pacificbasin.com]
Subject:	FW: draft announcement
Attachments:	Clarification_Apart_Hotel_07Mar10_v4.docx

Gentlemen:

We will watch the press the am as well as trading volume. Please note the attached will not be used unless the HKSE cites the release of information relating to the Four Season and asks for clarification.

Please note I have not included the entire SCL board as if the issue does not get flagged by the exchange then we are under no obligation to make any clarifing statements.

Steve

From: Melo, Luis
Sent: Sun 3/7/2010 6:37 PM
To: Jacobs, Steve
Subject: draft announcement

Hi Steve

We are still discussing the wording with A&O but in the interest of time I am sending you the latest draft for your review.

Hopefully we won't need it!

Luis

Luis Mesquita de Melo
Executive VP, General Counsel & Company Secretary
Sands China Ltd.
The Venetian Macao Resort Hotel
Executive Offices - L2
Estrada da Baía de N. Senhora da Esperança, s/n, Taipa, Macau
Tel: (853) 811 82588 Fax: (853) 2888 3381
E-Mail: luis.melo@venetian.com.mo

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.

SANDS CHINA LTD.

金沙中國有限公司*

(incorporated in the Cayman Islands with limited liability)
(Stock Code: 1928)

CLARIFICATION ANNOUNCEMENT

DRAFT

The Board of Directors (the "**Board**") would like to clarify certain statements made by Mr. Adelson, non-executive Chairman of the Board, at the Deutsche Bank Hospitality & Gaming Conference on March 3, 2010 (the "**Statements**") and reported in the press today, Monday March 8, 2010, regarding the sale of interests in the Company's luxury apart-hotel units at the Plaza Macao (the "**Apart-hotel**").

The Board wishes to clarify that, as reported in our announcement pursuant to Rule 13.09 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited on February 18, 2010, the Company is currently considering various options in order to realize the value of the Apart-hotel. At this stage, the Company does not have any reservations to sell interests in Apart-hotel units.

Mr Sheldon G. Adelson, non-executive Chairman of the Board, commented during a presentation at the Deutsche Bank Hospitality & Gaming Conference on March 3, 2010 at 4:30PM GMT that the Company has "70 reservations" from buyers interested in purchasing units in the Apart-hotel.

Approximately one year ago the Company successfully obtained signed non-binding expressions of interest from 68 buyers interested in purchasing interests in our Apart-hotel units (the "**Expressions of Interest**"). Given unfavourable market conditions at the time, the Company decided not to proceed with those sales and the Expressions of Interest have since expired.

The Company currently does not hold any reservations from buyers to purchase interests in the Apart-hotel units. As Mr. Adelson reported in the Company's Preliminary Announcement of Annual Results for the Year Ended December 31, 2009, we feel that market conditions in Macao are now favorable for the execution of our strategy to

monetize the Apart-hotel and expect to begin to do so in 2010 by selling exclusive rights to use the Apart-hotel units under a "coop" type regime. Such execution will be dependent upon fulfilling and completing all legal and contractual requirements.

By Order of the Board
SANDS CHINA LTD.
Luis Nuno Mesquita de Melo
Joint Company Secretary

Hong Kong, March 8, 2010

DRAFT

As at the date of this announcement, the Board comprises Steven Craig Jacobs and Stephen John Weaver (as Executive Directors); Sheldon Gary Adelson, Jeffrey Howard Schwartz and Irwin Abe Siegel (as Non-Executive Directors); and Iain Ferguson Bruce, Yun Chiang and David Muir Turnbull (as Independent Non-Executive Directors).

** for identification purposes only*

IN THE SUPREME COURT OF THE STATE OF NEVADA

*****

SANDS CHINA LTD., A Cayman Islands corporation, Petitioner, v. CLARK COUNTY DISTRICT COURT, THE HONORABLE ELIZABETH GONZALEZ, DISTRICT JUDGE, DEPT. 11, Respondents, and STEVEN C. JACOBS, Real Party in Interest.	Case No.: 68265 (Consolidated with Case Numbers 68275 and 68309) **REAL PARTY IN INTEREST STEVEN C. JACOBS' SUPPLEMENTAL APPENDIX** **VOLUME VII OF XI**

Electronically Filed
Jul 23 2015 03:37 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

James J. Pisanelli, Esq., Bar No. 4027
JJP@pisanellibice.com
Todd L. Bice, Esq., Bar No. 4534
TLB@pisanellibice.com
Debra L. Spinelli, Esq., Bar No. 9695
DLS@pisanellibice.com
Jordan T. Smith, Esq., Bar No. 12097
JTS@pisanellibice.com
PISANELLI BICE PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
Telephone: 702.214.2100
Facsimile: 702.214.2101

Attorneys for Real Party in Interest
Steven C. Jacobs

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Docket 68265 Document 2015-22402

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC and that, on this 21st day of July 2015, I electronically filed and served a true and correct copy of the above and foregoing **REAL PARTY IN INTEREST STEVEN C. JACOBS' SUPPLEMTNAL APPENDIX VOLUME VII OF XI** properly addressed to the following:

J. Stephen Peek, Esq.
Robert J. Cassity, Esq.
HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134

J. Randall Jones, Esq.
Mark M. Jones, Esq.
KEMP, JONES & COULTHARD, LLP
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, NV 89169

Steve Morris, Esq.
Rosa Solis-Rainey, Esq.
MORRIS LAW GROUP
300 South Fourth Street, Suite 900
Las Vegas, NV 89101

SERVED VIA HAND-DELIERY ON 07/22/2015
The Honorable Elizabeth Gonzalez
Eighth Judicial District court, Dept. XI
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155

/s/ Shannon Thomas
An employee of PISANELLI BICE PLLC

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

CHRONOLOGICAL INDEX

DOCUMENT	VOLUME	PAGES
Complaint, dated 10/20/2010	I	SA0001 – SA0016
Plaintiff's Opposition to Sands China LTD's Motion to Dismiss for Lack of Personal Jurisdiction, or in the Alternative, Failure to Join an Indispensable Party, dated 2/9/2011	I	SA0017 – SA0151
First Amended Complaint, dated 3/16/2011	I	SA0152 – SA0169
Order Denying Defendants' Motion to Dismiss, dated 4/1/2011	I	SA0170 – SA0171
Defendant Sands China LTD's Motion to Dismiss for Failure to State a Claim, dated 4/20/2011	I	SA0172 – SA0189
Transcript of Hearing regarding Mandatory Rule 16 Conference, dated 4/27/2011	I	SA0190 – SA0225
Joint Status Report, dated 4/22/2011	I	SA0226 – SA0228
Notice of Filing Petition for Writ of Mandamus, or in the Alternative, Writ of Prohibition, dated 5/13/2011	I	SA0229 – SA0230
Plaintiff's Omnibus Response in Opposition to the Defendants' Respective Motions to Dismiss The Fifth Cause of Action Alleging Defamation Per Se, dated 5/23/2011	I	SA0231 – SA0246
Plaintiff's Opposition to Sands China LTD's Motion to Dismiss his Second Cause of Action (Breach of Contract), dated 5/23/2011	II	SA00247 – SA0261
Minute Order, dated 5/26/2011	II	SA0262
Minute Order, dated 6/9/2011	II	SA0263 – SA0265
Notice of Appeal, dated 7/1/2011	II	SA0266 – SA0268
Order Denying Defendant Sands China LTD's Motion to Dismiss Plaintiff's	II	SA0269 – SA0271

Second Cause of Action, dated 7/6/2011		
Defendant Sands China LTD's Answer to Plaintiff's First Amended Complaint, dated 7/8/2011	II	SA0272 – SA0280
Writ of Mandamus, dated 8/26/2011	II	SA0281 – SA0282
Plaintiff's Motion to Conduct Jurisdictional Discovery, dated 9/21/2011	II	SA0283 – SA0291
Real Party in Interest, Steven C. Jacobs' Response to Motion to Recall Mandate and Countermotion regarding same, dated 2/7/2014	II	SA0292 – SA0303
Minute Order, dated 2/21/2014	II	SA0304
Reply in Support of Motion to Recall Mandate and Opposition to Countermotion to Lift Stay, dated 3/28/2014	II	SA0305 – SA0313
Real Party in Interest, Steven C. Jacobs' Reply in Support of Countermotion regarding Recall of Mandate, dated 3/28/2014	II	SA0314 – SA0318
Order Denying Motion to Recall Mandate, dated 5/19/2014	II	SA0319 – SA0321
Plaintiff Steven C. Jacobs' Motion for Leave to File Second Amended Complaint, dated 6/30/2014	II	SA0322 – SA0350
OMITTED	II	n/a
OMITTED	II	n/a
Objection to Purported Evidence Offered in Support of Defendant Sands China LTD's Motion for Summary Judgment on Personal Jurisdiction, dated 7/14/2014	II	SA0591 – SA0609
Defendants' Opposition to Plaintiff's Motion for Leave to File Second Amended Complaint, dated 7/15/2014	II	SA0610 – SA0666
Renewed Objection to Purported Evidence Offered in Support of Defendant Sands China LTD's Motion for Summary Judgment on Personal Jurisdiction, dated 7/24/2014	II	SA0667 – SA0670
Reply in Support of Countermotion for Summary Judgment, dated 7/24/2014	III	SA0671 – SA0764

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Plaintiff Steve C. Jacobs' Reply in Support of Motion for Leave to File Second Amended Complaint, dated 7/25/2014	III	SA0765 – SA0770
Transcript of Hearing regarding Motions on 8/14/2014	III	SA0771 – SA0816
Notice of Entry of Order on Defendant Sands China, LTD's Motion for Summary Judgment on Personal Jurisdiction and Plaintiff's Countermotion for Summary Judgment, dated 8/15/2014	III	SA0817 – SA0821
Minute Order, dated 9/9/2014	III	SA0822
Transcript of Telephone Conference on 9/9/2014	III	SA0823 – SA0839
Transcript of Telephone Conference on 9/10/2014	III	SA0840 – SA0854
Plaintiff's Motion on Deficient Privilege Log on Order Shortening Time, dated 9/16/2014	IV	SA0855 – SA0897
Plaintiff Steven C. Jacobs' Motion for Leave to File a Third Amended Complaint, dated 9/26/2014	IV	SA0898 – SA0924
Plaintiff's Reply in Support of Plaintiff's Motion on Deficient Privilege Log on Order Shortening Time, dated 10/3/2014	IV	SA0925 – SA0933
Transcript of Hearing regarding Plaintiff's Motion for Release of Documents from Advanced Discovery on the Grounds of Waiver and Plaintiff's Motion on Deficient Privilege Log on OST, dated 10/09/2014	IV	SA0934 – SA0980
Defendant Sheldon G. Adelson's Opposition to Plaintiff's Motion for Leave to File Third Amended Complaint, dated 10/10/2014	IV	SA0981 – SA0988
Minute Order, dated 12/12/2014	IV	SA0989 – SA0990
Defendant Sands China LTD's Motion to Dismiss Third Amended Complaint for Lack of Personal Jurisdiction and Failure to State a Claim, dated 1/12/2015	IV	SA0991 – SA1014
Opposition to Defendant Sheldon	IV	SA1015 – SA1032

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Adelson's Motion to Dismiss Third Amended Complaint, dated 2/4/2015		
Opposition to Defendants Sands China LTD's and Las Vegas Sands Corp.'s Motion to Dismiss Third Amended Complaint, dated 2/4/2015	IV	SA1033 – SA1048
SCL's Memorandum regarding Plaintiff's Renewed Motion for Sanctions, dated 2/6/2015	IV	SA1049 – SA1077
Plaintiff Steven C. Jacob's Brief on Sanctions for February 9, 2015 Evidentiary Hearing, dated 2/6/2015	V	SA1078 – SA1101
Plaintiff Steven C. Jacobs' Objection to Defendant Sand China's Appendix to Its Memorandum regarding Plaintiff's Renewed Motion for Sanctions, dated 2/9/2015	V	SA1102 – SA1105
Transcript of Hearing regarding Defendant Sands China LTD's Motion to Stay Court's 3/6/2015 Decision and Order and to Continue the Evidentiary Hearing on Jurisdiction scheduled for 4/20/2015; Defendants' Petition for Writ of Prohibition or Mandamus, dated 3/16/2015	V	SA1106 – SA1139
Transcript of Hearing on Motions, dated 3/19/2015	V	SA1140 – SA1215
Order Denying Petition in part and Granting Stay, dated 4/2/2015	V	SA1216 – SA1218
Plaintiff's Jurisdictional Ex. 4, admitted on 4/20/2015	VI	SA1219
Plaintiff's Jurisdictional Ex. 173, admitted on 4/20/2015	VI	SA1220
Plaintiff's Jurisdictional Ex. 176, admitted on 4/20/2015	VI	SA1221 – SA1222
Plaintiff's Jurisdictional Ex. 178, admitted on 4/20/2015	VI	SA1223 – SA1226
Plaintiff's Jurisdictional Ex. 182, admitted on 4/20/2015	VI	SA1227 – SA1228
Plaintiff's Jurisdictional Ex. 238, admitted on 4/20/2015	VI	SA1229 – SA1230
Plaintiff's Jurisdictional Ex. 256,	VI	SA1231 – SA1232

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

admitted on 4/20/2015		
Plaintiff's Jurisdictional Ex. 292, admitted on 4/20/2015	VI	SA1233 – SA1252
Plaintiff's Jurisdictional Ex. 425, admitted on 4/20/2015	VI	SA1253 – SA1256
Plaintiff's Jurisdictional Ex. 437, admitted on 4/20/2015	VI	SA1257 – SA1258
Plaintiff's Jurisdictional Ex. 441, admitted on 4/20/2015	VI	SA1259
Plaintiff's Jurisdictional Ex. 476, admitted on 4/20/2015	VI	SA1260 – SA1264
Plaintiff's Jurisdictional Ex. 495, admitted on 4/20/2015	VI	SA1265
Plaintiff's Jurisdictional Ex. 621, admitted on 4/20/2015	VI	SA1266 – SA1269
Plaintiff's Jurisdictional Ex. 668, admitted on 4/20/2015	VI	SA1270 – SA1277
Plaintiff's Jurisdictional Ex. 692, admitted on 4/20/2015	VI	SA1278
Plaintiff's Jurisdictional Ex. 702, admitted on 4/20/2015	VI	SA1279 – SA1282
Plaintiff's Jurisdictional Ex. 665, admitted on 4/20/2015	VI	SA1283 – SA1287
Plaintiff's Jurisdictional Ex. 624, admitted on 4/20/2015	VI	SA1288 – SA1360
Plaintiff's Jurisdictional Ex. 188, admitted on 4/20/2015	VI	SA1361 – SA1362
Plaintiff's Jurisdictional Ex. 139, admitted on 4/20/2015	VI	SA1363 – SA1367
Plaintiff's Jurisdictional Ex. 153, admitted on 4/20/2015	VI	SA1368 – SA1370
Plaintiff's Jurisdictional Ex. 165, admitted on 4/20/2015	VI	SA1371
Plaintiff's Jurisdictional Ex. 172, admitted on 4/20/2015	VI	SA1372 – SA1374
Plaintiff's Jurisdictional Ex. 175, admitted on 4/20/2015	VI	SA1375
Plaintiff's Jurisdictional Ex. 508, admitted on 4/20/2015	VI	SA1376 – SA1382
Plaintiff's Jurisdictional Ex. 515, admitted on 4/20/2015	VI	SA1383 – SA1386

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Plaintiff's Jurisdictional Ex. 1049, admitted on 4/20/2015	VI	SA1387
Plaintiff's Jurisdictional Ex. 447, admitted on 4/20/2015	VI	SA1388 – SA1389
Plaintiff's Jurisdictional Ex. 1024, admitted on 4/21/2015	VI	SA1390 – SA1391
Plaintiff's Jurisdictional Ex. 501, admitted on 4/21/2015	VI	SA1392 – SA1394
Plaintiff's Jurisdictional Ex. 506, admitted on 4/21/2015	VI	SA1395 – SA1399
Plaintiff's Jurisdictional Ex. 511, admitted on 4/21/2015	VI	SA1400
Plaintiff's Jurisdictional Ex. 523, admitted on 4/21/2015	VI	SA1401 – SA1402
Plaintiff's Jurisdictional Ex. 584, admitted on 4/21/2015	VI	SA1403
Plaintiff's Jurisdictional Ex. 586, admitted on 4/21/2015	VI	SA1404
Plaintiff's Jurisdictional Ex. 587, admitted on 4/21/2015	VI	SA1405
Plaintiff's Jurisdictional Ex. 589, admitted on 4/21/2015	VI	SA1406
Plaintiff's Jurisdictional Ex. 1084, admitted on 4/21/2015	VI	SA1407 - SA1408
Plaintiff's Jurisdictional Ex. 607, admitted on 4/21/2015	VI	SA1409 – SA1411
Plaintiff's Jurisdictional Ex. 661, admitted on 4/21/2015	VI	SA1412
Plaintiff's Jurisdictional Ex. 669, admitted on 4/21/2015	VI	SA1413
Plaintiff's Jurisdictional Ex. 690, admitted on 4/21/2015	VI	SA1414 – SA1415
Plaintiff's Jurisdictional Ex. 1142, admitted on 4/21/2015	VI	SA1416
Plaintiff's Jurisdictional Ex. 804, admitted on 4/21/2015	VI	SA1417
Plaintiff's Jurisdictional Ex. 1163, admitted on 4/21/2015	VI	SA1418 – SA1420
Plaintiff's Jurisdictional Ex. 1166, admitted on 4/21/2015	VI	SA1421
Plaintiff's Jurisdictional Ex. 1179,	VI	SA1422 – SA1425

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

admitted on 4/21/2015		
Plaintiff's Jurisdictional Ex. 1186, admitted on 4/21/2015	VI	SA1426
Plaintiff's Jurisdictional Ex. 1185, admitted on 4/21/2015	VI	SA1427 – SA1428
Plaintiff's Jurisdictional Ex. 1190, admitted on 4/21/2015	VI	SA1429
Plaintiff's Jurisdictional Ex. 535, admitted on 4/21/2015	VI	SA1430 – SA1431
Plaintiff's Jurisdictional Ex. 540, admitted on 4/21/2015	VI	SA1432 – SA1433
Plaintiff's Jurisdictional Ex. 543, admitted on 4/21/2015	VI	SA1434 – SA1435
Plaintiff's Jurisdictional Ex. 1062, admitted on 4/21/2015	VI	SA1436 – SA1439
Plaintiff's Jurisdictional Ex. 612, admitted on 4/21/2015	VI	SA1439A
Plaintiff's Jurisdictional Ex. 1064, admitted on 4/21/2015	VII	SA1440 – SA1444
Plaintiff's Jurisdictional Ex. 273, admitted on 4/22/2015	VII	SA1445
Plaintiff's Jurisdictional Ex. 550, admitted on 4/22/2015	VII	SA1446 – SA1447
Plaintiff's Jurisdictional Ex. 694, admitted on 4/22/2015	VII	SA1448 – SA1452
Plaintiff's Jurisdictional Ex. 686, admitted on 4/22/2015	VII	SA1453 – SA1456
Plaintiff's Jurisdictional Ex. 752, admitted on 4/22/2015	VII	SA1457 – SA1458
Plaintiff's Jurisdictional Ex. 628, admitted on 4/22/2015	VII	SA1459 – SA1460
Plaintiff's Jurisdictional Ex. 627, admitted on 4/22/2015	VII	SA1461 – SA1462
Plaintiff's Jurisdictional Ex. 580, admitted on 4/22/2015	VII	SA1463 – SA1484
Plaintiff's Jurisdictional Ex. 270, admitted on 4/22/2015	VII	SA1485 – SA1488
Plaintiff's Jurisdictional Ex. 638, admitted on 4/22/2015	VII	SA1489 – SA1490
Plaintiff's Jurisdictional Ex. 667, admitted on 4/22/2015	VII	SA1491 – SA1493

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Plaintiff's Jurisdictional Ex. 670, admitted on 4/22/2015	VII	SA1494 – SA1496
Plaintiff's Jurisdictional Ex. 225, admitted on 4/22/2015	VII	SA1496A
Plaintiff's Jurisdictional Ex. 257, admitted on 4/22/2015	VII	SA1496B- SA1496E
Plaintiff's Jurisdictional Ex. 722, admitted on 4/22/2015	VII	SA1496F
Plaintiff's Jurisdictional Ex. 744, admitted on 4/22/2015	VII	SA1496G-SA1496I
Plaintiff's Jurisdictional Ex. 955, admitted on 4/28/2015	VII	SA1497
Plaintiff's Jurisdictional Ex. 103, admitted on 4/28/2015	VII	SA1498 – SA1499
Plaintiff's Jurisdictional Ex. 1035, admitted on 4/28/2015	VII	SA1499A - SA1499F
Plaintiff's Jurisdictional Ex. 187, admitted on 4/30/2015	VII	SA1500 – SA1589
Plaintiff's Jurisdictional Ex. 91, admitted on 4/30/2015	VII	SA1590
Plaintiff's Jurisdictional Ex. 100, admitted on 4/30/2015	VII	SA1591
Plaintiff's Jurisdictional Ex. 129, admitted on 4/30/2015	VII	SA1592 – SA1594
Plaintiff's Jurisdictional Ex. 162, admitted on 4/30/2015	VII	SA1595
Plaintiff's Jurisdictional Ex. 167, admitted on 4/30/2015	VII	SA1596
Plaintiff's Jurisdictional Ex. 132A, admitted on 4/30/2015	VII	SA1597 – SA1606
Plaintiff's Jurisdictional Ex. 558, admitted on 4/30/2015	VII	SA1607
Plaintiff's Jurisdictional Ex. 561, admitted on 4/30/2015	VII	SA1608
Plaintiff's Jurisdictional Ex. 261, admitted on 4/30/2015	VII	SA1609 – SA1628
Plaintiff's Jurisdictional Ex. 267, admitted on 4/30/2015	VII	SA1629 – SA1630
Plaintiff's Jurisdictional Ex. 378, admitted on 4/30/2015	VII	SA1631
Plaintiff's Jurisdictional Ex. 116,	VII	SA1632 – SA1633

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

admitted on 4/30/2015		
Plaintiff's Jurisdictional Ex. 122, admitted on 4/30/2015	VII	SA1634
Plaintiff's Jurisdictional Ex. 782, admitted on 4/30/2015	VII	SA1635 – SA1636
Plaintiff's Jurisdictional Ex. 158B, admitted on 5/1/2015	VII	SA1637
Plaintiff's Jurisdictional Ex. 1097, admitted on 5/1/2015	VII	SA1638 – SA1639
Plaintiff's Jurisdictional Ex. 748, admitted on 5/4/2015	VII	SA1640 – SA1641
Plaintiff's Jurisdictional Ex. 970, admitted on 5/5/2015	VII	SA1642 – SA1643
Plaintiff's Jurisdictional Ex. 1000, admitted on 5/5/2015	VII	SA1644
Plaintiff's Jurisdictional Ex. 498, admitted on 5/5/2015	VII	SA1645 – SA1647
Plaintiff's Jurisdictional Ex. 1227, identified as SCL00173081, admitted on 5/5/2015	VIII	SA1648 – SA1650
Plaintiff's Jurisdictional Ex. 1228, identified as SCL00101583, admitted on 5/5/2015	VIII	SA1651
Plaintiff's Jurisdictional Ex. 1229, identified as SCL00108526, admitted on 5/5/2015	VIII	SA1652
Plaintiff's Jurisdictional Ex. 1230, identified as SCL00206713, admitted on 5/5/2015	VIII	SA1653
Plaintiff's Jurisdictional Ex. 1231, identified as SCL00210953, admitted on 5/5/2015	VIII	SA1654 – SA1656
Plaintiff's Jurisdictional Ex. 1232, identified as SCL00173958, admitted on 5/5/2015	VIII	SA1657 – SA1658
Plaintiff's Jurisdictional Ex. 1233, identified as SCL00173842, admitted on 5/5/2015	VIII	SA1659 – SA1661
Plaintiff's Jurisdictional Ex. 1234, identified as SCL00186995, admitted on 5/5/2015	VIII	SA1662 – SA1663

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Plaintiff's Jurisdictional Ex. 1235, identified as SCL00172747, admitted on 5/5/2015	VIII	SA1664 – SA1666
Plaintiff's Jurisdictional Ex. 1236, identified as SCL00172796, admitted on 5/5/2015	VIII	SA1667
Plaintiff's Jurisdictional Ex. 1237, identified as SCL00172809, admitted on 5/5/2015	VIII	SA1668 – SA1669
Plaintiff's Jurisdictional Ex. 1238, identified as SCL00105177, admitted on 5/5/2015	VIII	SA1670
Plaintiff's Jurisdictional Ex. 1239, identified as SCL00105245, admitted on 5/5/2015	VIII	SA1671 – SA1672
Plaintiff's Jurisdictional Ex. 1240, identified as SCL00107517, admitted on 5/5/2015	VIII	SA1673 – SA1675
Plaintiff's Jurisdictional Ex. 1241, identified as SCL00108481, admitted on 5/5/2015	VIII	SA1676
Plaintiff's Jurisdictional Ex. 1242, identified as SCL00108505, admitted on 5/5/2015	VIII	SA1677 – SA1678
Plaintiff's Jurisdictional Ex. 1243, identified as SCL00110438, admitted on 5/5/2015	VIII	SA1679 – SA1680
Plaintiff's Jurisdictional Ex. 1244, identified as SCL00111487, admitted on 5/5/2015	VIII	SA1681 – SA1683
Plaintiff's Jurisdictional Ex. 1245, identified as SCL00113447, admitted on 5/5/2015	VIII	SA16384
Plaintiff's Jurisdictional Ex. 1246, identified as SCL00113467, admitted on 5/5/2015	VIII	SA1685
Plaintiff's Jurisdictional Ex. 1247, identified as SCL00114299, admitted on 5/5/2015	VIII	SA1686 – SA1687
Plaintiff's Jurisdictional Ex. 1248, identified as SCL00115634, admitted on 5/5/2015	VIII	SA1688

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Plaintiff's Jurisdictional Ex. 1249, identified as SCL00119172, admitted on 5/5/2015	VIII	SA1689 – SA1691
Plaintiff's Jurisdictional Ex. 1250, identified as SCL00182392, admitted on 5/5/2015	VIII	SA1692 – SA1694
Plaintiff's Jurisdictional Ex. 1251, identified as SCL00182132, admitted on 5/5/2015	VIII	SA1695 – SA1697
Plaintiff's Jurisdictional Ex. 1252, identified as SCL00182383, admitted on 5/5/2015	VIII	SA1698 – SA1699
Plaintiff's Jurisdictional Ex. 1253, identified as SCL00182472, admitted on 5/5/2015	VIII	SA1700
Plaintiff's Jurisdictional Ex. 1254, identified as SCL00182538, admitted on 5/5/2015	VIII	SA1701
Plaintiff's Jurisdictional Ex. 1255, identified as SCL00182221, admitted on 5/5/2015	VIII	SA1702
Plaintiff's Jurisdictional Ex. 1256, identified as SCL00182539, admitted on 5/5/2015	VIII	SA1703
Plaintiff's Jurisdictional Ex. 1257, identified as SCL00182559, admitted on 5/5/2015	VIII	SA1704
Plaintiff's Jurisdictional Ex. 1258, identified as SCL00182591, admitted on 5/5/2015	VIII	SA1705
Plaintiff's Jurisdictional Ex. 1259, identified as SCL00182664, admitted on 5/5/2015	VIII	SA1706
Plaintiff's Jurisdictional Ex. 1260, identified as SCL00182713, admitted on 5/5/2015	VIII	SA1707
Plaintiff's Jurisdictional Ex. 1261, identified as SCL00182717, admitted on 5/5/2015	VIII	SA1708
Plaintiff's Jurisdictional Ex. 1262, identified as SCL00182817, admitted on 5/5/2015	VIII	SA1709

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Plaintiff's Jurisdictional Ex. 1263, identified as SCL00182892, admitted on 5/5/2015	VIII	SA1710
Plaintiff's Jurisdictional Ex. 1264, identified as SCL00182895, admitted on 5/5/2015	VIII	SA1711
Plaintiff's Jurisdictional Ex. 1265, identified as SCL00184582, admitted on 5/5/2015	VIII	SA1712 – SA1713
Plaintiff's Jurisdictional Ex. 1266, identified as SCL00182486, admitted on 5/5/2015	VIII	SA1714 – SA1715
Plaintiff's Jurisdictional Ex. 1267, identified as SCL00182431, admitted on 5/5/2015	VIII	SA1716 – SA1717
Plaintiff's Jurisdictional Ex. 1268, identified as SCL00182553, admitted on 5/5/2015	VIII	SA1718 – SA1719
Plaintiff's Jurisdictional Ex. 1269, identified as SCL00182581, admitted on 5/5/2015	VIII	SA1720 – SA1721
Plaintiff's Jurisdictional Ex. 1270, identified as SCL00182589, admitted on 5/5/2015	VIII	SA1722 – SA1723
Plaintiff's Jurisdictional Ex. 1271, identified as SCL00182592, admitted on 5/5/2015	VIII	SA1724 – SA1725
Plaintiff's Jurisdictional Ex. 1272, identified as SCL00182626, admitted on 5/5/2015	VIII	SA1726 – SA1727
Plaintiff's Jurisdictional Ex. 1273, identified as SCL00182659, admitted on 5/5/2015	VIII	SA1728 – SA1729
Plaintiff's Jurisdictional Ex. 1274, identified as SCL00182696, admitted on 5/5/2015	VIII	SA1730 – SA1731
Plaintiff's Jurisdictional Ex. 1275, identified as SCL00182721, admitted on 5/5/2015	VIII	SA1732 – SA1733
Plaintiff's Jurisdictional Ex. 1276, identified as SCL00182759, admitted on 5/5/2015	VIII	SA1734 – SA1735

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Plaintiff's Jurisdictional Ex. 1277, identified as SCL00182714, admitted on 5/5/2015	VIII	SA1736 – SA1738
Plaintiff's Jurisdictional Ex. 1278, identified as SCL00182686, admitted on 5/5/2015	VIII	SA1739 – SA1741
Plaintiff's Jurisdictional Ex. 1279, identified as SCL00182938, admitted on 5/5/2015	VIII	SA1742 – SA1743
Plaintiff's Jurisdictional Ex. 1280, identified as SCL00182867, admitted on 5/5/2015	VIII	SA1744 – SA1745
Plaintiff's Jurisdictional Ex. 1281, identified as SCL00182779, admitted on 5/5/2015	VIII	SA1746 – SA1747
Plaintiff's Jurisdictional Ex. 1282, identified as SCL00182683, admitted on 5/5/2015	VIII	SA1748 – SA1750
Plaintiff's Jurisdictional Ex. 1283, identified as SCL00182670, admitted on 5/5/2015	VIII	SA1751 – SA1756
Plaintiff's Jurisdictional Ex. 1284, identified as SCL00182569, admitted on 5/5/2015	VIII	SA1757 – SA1760
Plaintiff's Jurisdictional Ex. 1285, identified as SCL00182544, admitted on 5/5/2015	VIII	SA1761 – SA1763
Plaintiff's Jurisdictional Ex. 1286, identified as SCL00182526, admitted on 5/5/2015	VIII	SA1764 – SA1767
Plaintiff's Jurisdictional Ex. 1287, identified as SCL00182494, admitted on 5/5/2015	VIII	SA1768 – SA1772
Plaintiff's Jurisdictional Ex. 1288, identified as SCL00182459, admitted on 5/5/2015	VIII	SA1773 – SA1776
Plaintiff's Jurisdictional Ex. 1289, identified as SCL00182395, admitted on 5/5/2015	VIII	SA1777 – SA1780
Plaintiff's Jurisdictional Ex. 1290, identified as SCL00182828, admitted on 5/5/2015	VIII	SA1781 – SA1782

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Sands China's Closing Argument Power Point in Jurisdictional Hearing, dated 5/7/2015	IX	SA1783 – SA1853
Plaintiff Steven C. Jacobs' Objection to Sands China's "Offer of Proof" and Appendix, dated 5/8/2015	IX	SA1854 – SA1857
Plaintiff Steven C. Jacobs' Opposition to Sands China LTD's Motion to Seal Exhibits to Its Offer of Proof, dated 5/26/2015	IX	SA1858 –SA1861
Hearing on Plaintiff's Motion for Expedited Discovery, dated 6/10/2015	IX	SA1862 – SA1900
Fourth Amended Complaint, dated 6/22/2015	IX	SA1901 – SA1921
Amended Business Court Scheduling Order and 2nd Amended Order Setting Civil Jury Trial, and Pre-Trial and Calendar Call, dated 7/17/2015	IX	SA1922 – SA1930
Plaintiff's Jurisdictional Ex. 1100 **Filed Under Seal**	X	SA1931 – SA1984
Opposition to Defendant Sands China LTD's Motion for Summary Judgment on Personal Jurisdiction and Countermotion for Summary Judgment, dated 7/14/2014 **Filed Under Seal**	X	SA1985 – SA2004
Declaration of Todd L. Bice, Esq. in Support of Opposition to Defendant Sands China LTD's Motion for Summary Judgment on Personal Jurisdiction and Countermotion for Summary Judgment, dated 7/14/2014 **Filed Under Seal**	X & XI	SA2005 – SA2235

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

ALPHEBATICAL INDEX

DOCUMENT	VOLUME	PAGES
Amended Business Court Scheduling Order and 2nd Amended Order Setting Civil Jury Trial, and Pre-Trial and Calendar Call, dated 7/17/2015	IX	SA1922 – SA1930
Complaint, dated 10/20/2010	I	SA0001 – SA0016
Declaration of Todd L. Bice, Esq. in Support of Opposition to Defendant Sands China LTD's Motion for Summary Judgment on Personal Jurisdiction and Countermotion for Summary Judgment, dated 7/14/2014 **Filed Under Seal**	X & XI	SA2005 – SA2235
Defendant Sands China LTD's Answer to Plaintiff's First Amended Complaint, dated 7/8/2011	II	SA0272 – SA0280
Defendant Sands China LTD's Motion to Dismiss for Failure to State a Claim, dated 4/20/2011	I	SA0172 – SA0189
Defendant Sands China LTD's Motion to Dismiss Third Amended Complaint for Lack of Personal Jurisdiction and Failure to State a Claim, dated 1/12/2015	IV	SA0991 – SA1014
Defendant Sheldon G. Adelson's Opposition to Plaintiff's Motion for Leave to File Third Amended Complaint, dated 10/10/2014	IV	SA0981 – SA0988
Defendants' Opposition to Plaintiff's Motion for Leave to File Second Amended Complaint, dated 7/15/2014	II	SA0610 – SA0666
First Amended Complaint, dated 3/16/2011	I	SA0152 – SA0169
Fourth Amended Complaint, dated 6/22/2015	IX	SA1901 – SA1921

Hearing on Plaintiff's Motion for Expedited Discovery, dated 6/10/2015	IX	SA1862 – SA1900
Joint Status Report, dated 4/22/2011	I	SA0226 – SA0228
Minute Order, dated 12/12/2014	IV	SA0989 – SA0990
Minute Order, dated 2/21/2014	II	SA0304
Minute Order, dated 5/26/2011	II	SA0262
Minute Order, dated 6/9/2011	II	SA0263 – SA0265
Minute Order, dated 9/9/2014	III	SA0822
Notice of Appeal, dated 7/1/2011	II	SA0266 – SA0268
Notice of Entry of Order on Defendant Sands China, LTD's Motion for Summary Judgment on Personal Jurisdiction and Plaintiff's Countermotion for Summary Judgment, dated 8/15/2014	III	SA0817 – SA0821
Notice of Filing Petition for Writ of Mandamus, or in the Alternative, Writ of Prohibition, dated 5/13/2011	I	SA0229 – SA0230
Objection to Purported Evidence Offered in Support of Defendant Sands China LTD's Motion for Summary Judgment on Personal Jurisdiction, dated 7/14/2014	II	SA0591 – SA0609
OMITTED	II	n/a
OMITTED	II	n/a
Opposition to Defendant Sands China LTD's Motion for Summary Judgment on Personal Jurisdiction and Countermotion for Summary Judgment, dated 7/14/2014 **Filed Under Seal**	X	SA1985 – SA2004
Opposition to Defendant Sheldon Adelson's Motion to Dismiss Third Amended Complaint, dated 2/4/2015	IV	SA1015 – SA1032
Opposition to Defendants Sands China LTD's and Las Vegas Sands Corp.'s Motion to Dismiss Third Amended Complaint, dated 2/4/2015	IV	SA1033 – SA1048
Order Denying Defendant Sands China	II	SA0269 – SA0271

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

LTD's Motion to Dismiss Plaintiff's Second Cause of Action, dated 7/6/2011		
Order Denying Defendants' Motion to Dismiss, dated 4/1/2011	I	SA0170 – SA0171
Order Denying Motion to Recall Mandate, dated 5/19/2014	II	SA0319 – SA0321
Order Denying Petition in part and Granting Stay, dated 4/2/2015	V	SA1216 – SA1218
Plaintiff Steve C. Jacobs' Reply in Support of Motion for Leave to File Second Amended Complaint, dated 7/25/2014	III	SA0765 – SA0770
Plaintiff Steven C. Jacob's Brief on Sanctions for February 9, 2015 Evidentiary Hearing, dated 2/6/2015	V	SA1078 – SA1101
Plaintiff Steven C. Jacobs' Motion for Leave to File a Third Amended Complaint, dated 9/26/2014	IV	SA0898 – SA0924
Plaintiff Steven C. Jacobs' Motion for Leave to File Second Amended Complaint, dated 6/30/2014	II	SA0322 – SA0350
Plaintiff Steven C. Jacobs' Objection to Defendant Sand China's Appendix to Its Memorandum regarding Plaintiff's Renewed Motion for Sanctions, dated 2/9/2015	V	SA1102 – SA1105
Plaintiff Steven C. Jacobs' Objection to Sands China's "Offer of Proof" and Appendix, dated 5/8/2015	IX	SA1854 – SA1857
Plaintiff Steven C. Jacobs' Opposition to Sands China LTD's Motion to Seal Exhibits to Its Offer of Proof, dated 5/26/2015	IX	SA1858 –SA1861
Plaintiff's Jurisdictional Ex. 100, admitted on 4/30/2015	VII	SA1591
Plaintiff's Jurisdictional Ex. 1000, admitted on 5/5/2015	VII	SA1644
Plaintiff's Jurisdictional Ex. 1024, admitted on 4/21/2015	VI	SA1390 – SA1391
Plaintiff's Jurisdictional Ex. 103, admitted on 4/28/2015	VII	SA1498 – SA1499

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Plaintiff's Jurisdictional Ex. 1035, admitted on 4/28/2015	VII	SA1499A - SA1499F
Plaintiff's Jurisdictional Ex. 1049, admitted on 4/20/2015	VI	SA1387
Plaintiff's Jurisdictional Ex. 1062, admitted on 4/21/2015	VI	SA1436 – SA1439
Plaintiff's Jurisdictional Ex. 1064, admitted on 4/21/2015	VII	SA1440 – SA1444
Plaintiff's Jurisdictional Ex. 1084, admitted on 4/21/2015	VI	SA1407 - SA1408
Plaintiff's Jurisdictional Ex. 1097, admitted on 5/1/2015	VII	SA1638 – SA1639
Plaintiff's Jurisdictional Ex. 1100 **Filed Under Seal**	X	SA1931 – SA1984
Plaintiff's Jurisdictional Ex. 1142, admitted on 4/21/2015	VI	SA1416
Plaintiff's Jurisdictional Ex. 116, admitted on 4/30/2015	VII	SA1632 – SA1633
Plaintiff's Jurisdictional Ex. 1163, admitted on 4/21/2015	VI	SA1418 – SA1420
Plaintiff's Jurisdictional Ex. 1166, admitted on 4/21/2015	VI	SA1421
Plaintiff's Jurisdictional Ex. 1179, admitted on 4/21/2015	VI	SA1422 – SA1425
Plaintiff's Jurisdictional Ex. 1185, admitted on 4/21/2015	VI	SA1427 – SA1428
Plaintiff's Jurisdictional Ex. 1186, admitted on 4/21/2015	VI	SA1426
Plaintiff's Jurisdictional Ex. 1190, admitted on 4/21/2015	VI	SA1429
Plaintiff's Jurisdictional Ex. 122, admitted on 4/30/2015	VII	SA1634
Plaintiff's Jurisdictional Ex. 1227, identified as SCL00173081, admitted on 5/5/2015	VIII	SA1648 – SA1650
Plaintiff's Jurisdictional Ex. 1228, identified as SCL00101583, admitted on 5/5/2015	VIII	SA1651
Plaintiff's Jurisdictional Ex. 1229, identified as SCL00108526, admitted on 5/5/2015	VIII	SA1652

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Plaintiff's Jurisdictional Ex. 1230, identified as SCL00206713, admitted on 5/5/2015	VIII	SA1653
Plaintiff's Jurisdictional Ex. 1231, identified as SCL00210953, admitted on 5/5/2015	VIII	SA1654 – SA1656
Plaintiff's Jurisdictional Ex. 1232, identified as SCL00173958, admitted on 5/5/2015	VIII	SA1657 – SA1658
Plaintiff's Jurisdictional Ex. 1233, identified as SCL00173842, admitted on 5/5/2015	VIII	SA1659 – SA1661
Plaintiff's Jurisdictional Ex. 1234, identified as SCL00186995, admitted on 5/5/2015	VIII	SA1662 – SA1663
Plaintiff's Jurisdictional Ex. 1235, identified as SCL00172747, admitted on 5/5/2015	VIII	SA1664 – SA1666
Plaintiff's Jurisdictional Ex. 1236, identified as SCL00172796, admitted on 5/5/2015	VIII	SA1667
Plaintiff's Jurisdictional Ex. 1237, identified as SCL00172809, admitted on 5/5/2015	VIII	SA1668 – SA1669
Plaintiff's Jurisdictional Ex. 1238, identified as SCL00105177, admitted on 5/5/2015	VIII	SA1670
Plaintiff's Jurisdictional Ex. 1239, identified as SCL00105245, admitted on 5/5/2015	VIII	SA1671 – SA1672
Plaintiff's Jurisdictional Ex. 1240, identified as SCL00107517, admitted on 5/5/2015	VIII	SA1673 – SA1675
Plaintiff's Jurisdictional Ex. 1241, identified as SCL00108481, admitted on 5/5/2015	VIII	SA1676
Plaintiff's Jurisdictional Ex. 1242, identified as SCL00108505, admitted on 5/5/2015	VIII	SA1677 – SA1678
Plaintiff's Jurisdictional Ex. 1243, identified as SCL00110438, admitted on 5/5/2015	VIII	SA1679 – SA1680

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Plaintiff's Jurisdictional Ex. 1244, identified as SCL00111487, admitted on 5/5/2015	VIII	SA1681 – SA1683
Plaintiff's Jurisdictional Ex. 1245, identified as SCL00113447, admitted on 5/5/2015	VIII	SA16384
Plaintiff's Jurisdictional Ex. 1246, identified as SCL00113467, admitted on 5/5/2015	VIII	SA1685
Plaintiff's Jurisdictional Ex. 1247, identified as SCL00114299, admitted on 5/5/2015	VIII	SA1686 – SA1687
Plaintiff's Jurisdictional Ex. 1248, identified as SCL00115634, admitted on 5/5/2015	VIII	SA1688
Plaintiff's Jurisdictional Ex. 1249, identified as SCL00119172, admitted on 5/5/2015	VIII	SA1689 – SA1691
Plaintiff's Jurisdictional Ex. 1250, identified as SCL00182392, admitted on 5/5/2015	VIII	SA1692 – SA1694
Plaintiff's Jurisdictional Ex. 1251, identified as SCL00182132, admitted on 5/5/2015	VIII	SA1695 – SA1697
Plaintiff's Jurisdictional Ex. 1252, identified as SCL00182383, admitted on 5/5/2015	VIII	SA1698 – SA1699
Plaintiff's Jurisdictional Ex. 1253, identified as SCL00182472, admitted on 5/5/2015	VIII	SA1700
Plaintiff's Jurisdictional Ex. 1254, identified as SCL00182538, admitted on 5/5/2015	VIII	SA1701
Plaintiff's Jurisdictional Ex. 1255, identified as SCL00182221, admitted on 5/5/2015	VIII	SA1702
Plaintiff's Jurisdictional Ex. 1256, identified as SCL00182539, admitted on 5/5/2015	VIII	SA1703
Plaintiff's Jurisdictional Ex. 1257, identified as SCL00182559, admitted on 5/5/2015	VIII	SA1704

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Plaintiff's Jurisdictional Ex. 1258, identified as SCL00182591, admitted on 5/5/2015	VIII	SA1705
Plaintiff's Jurisdictional Ex. 1259, identified as SCL00182664, admitted on 5/5/2015	VIII	SA1706
Plaintiff's Jurisdictional Ex. 1260, identified as SCL00182713, admitted on 5/5/2015	VIII	SA1707
Plaintiff's Jurisdictional Ex. 1261, identified as SCL00182717, admitted on 5/5/2015	VIII	SA1708
Plaintiff's Jurisdictional Ex. 1262, identified as SCL00182817, admitted on 5/5/2015	VIII	SA1709
Plaintiff's Jurisdictional Ex. 1263, identified as SCL00182892, admitted on 5/5/2015	VIII	SA1710
Plaintiff's Jurisdictional Ex. 1264, identified as SCL00182895, admitted on 5/5/2015	VIII	SA1711
Plaintiff's Jurisdictional Ex. 1265, identified as SCL00184582, admitted on 5/5/2015	VIII	SA1712 – SA1713
Plaintiff's Jurisdictional Ex. 1266, identified as SCL00182486, admitted on 5/5/2015	VIII	SA1714 – SA1715
Plaintiff's Jurisdictional Ex. 1267, identified as SCL00182431, admitted on 5/5/2015	VIII	SA1716 – SA1717
Plaintiff's Jurisdictional Ex. 1268, identified as SCL00182553, admitted on 5/5/2015	VIII	SA1718 – SA1719
Plaintiff's Jurisdictional Ex. 1269, identified as SCL00182581, admitted on 5/5/2015	VIII	SA1720 – SA1721
Plaintiff's Jurisdictional Ex. 1270, identified as SCL00182589, admitted on 5/5/2015	VIII	SA1722 – SA1723
Plaintiff's Jurisdictional Ex. 1271, identified as SCL00182592, admitted on 5/5/2015	VIII	SA1724 – SA1725

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Plaintiff's Jurisdictional Ex. 1272, identified as SCL00182626, admitted on 5/5/2015	VIII	SA1726 – SA1727
Plaintiff's Jurisdictional Ex. 1273, identified as SCL00182659, admitted on 5/5/2015	VIII	SA1728 – SA1729
Plaintiff's Jurisdictional Ex. 1274, identified as SCL00182696, admitted on 5/5/2015	VIII	SA1730 – SA1731
Plaintiff's Jurisdictional Ex. 1275, identified as SCL00182721, admitted on 5/5/2015	VIII	SA1732 – SA1733
Plaintiff's Jurisdictional Ex. 1276, identified as SCL00182759, admitted on 5/5/2015	VIII	SA1734 – SA1735
Plaintiff's Jurisdictional Ex. 1277, identified as SCL00182714, admitted on 5/5/2015	VIII	SA1736 – SA1738
Plaintiff's Jurisdictional Ex. 1278, identified as SCL00182686, admitted on 5/5/2015	VIII	SA1739 – SA1741
Plaintiff's Jurisdictional Ex. 1279, identified as SCL00182938, admitted on 5/5/2015	VIII	SA1742 – SA1743
Plaintiff's Jurisdictional Ex. 1280, identified as SCL00182867, admitted on 5/5/2015	VIII	SA1744 – SA1745
Plaintiff's Jurisdictional Ex. 1281, identified as SCL00182779, admitted on 5/5/2015	VIII	SA1746 – SA1747
Plaintiff's Jurisdictional Ex. 1282, identified as SCL00182683, admitted on 5/5/2015	VIII	SA1748 – SA1750
Plaintiff's Jurisdictional Ex. 1283, identified as SCL00182670, admitted on 5/5/2015	VIII	SA1751 – SA1756
Plaintiff's Jurisdictional Ex. 1284, identified as SCL00182569, admitted on 5/5/2015	VIII	SA1757 – SA1760
Plaintiff's Jurisdictional Ex. 1285, identified as SCL00182544, admitted on 5/5/2015	VIII	SA1761 – SA1763

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Plaintiff's Jurisdictional Ex. 1286, identified as SCL00182526, admitted on 5/5/2015	VIII	SA1764 – SA1767
Plaintiff's Jurisdictional Ex. 1287, identified as SCL00182494, admitted on 5/5/2015	VIII	SA1768 – SA1772
Plaintiff's Jurisdictional Ex. 1288, identified as SCL00182459, admitted on 5/5/2015	VIII	SA1773 – SA1776
Plaintiff's Jurisdictional Ex. 1289, identified as SCL00182395, admitted on 5/5/2015	VIII	SA1777 – SA1780
Plaintiff's Jurisdictional Ex. 129, admitted on 4/30/2015	VII	SA1592 – SA1594
Plaintiff's Jurisdictional Ex. 1290, identified as SCL00182828, admitted on 5/5/2015	VIII	SA1781 – SA1782
Plaintiff's Jurisdictional Ex. 132A, admitted on 4/30/2015	VII	SA1597 – SA1606
Plaintiff's Jurisdictional Ex. 139, admitted on 4/20/2015	VI	SA1363 – SA1367
Plaintiff's Jurisdictional Ex. 153, admitted on 4/20/2015	VI	SA1368 – SA1370
Plaintiff's Jurisdictional Ex. 158B, admitted on 5/1/2015	VII	SA1637
Plaintiff's Jurisdictional Ex. 162, admitted on 4/30/2015	VII	SA1595
Plaintiff's Jurisdictional Ex. 165, admitted on 4/20/2015	VI	SA1371
Plaintiff's Jurisdictional Ex. 167, admitted on 4/30/2015	VII	SA1596
Plaintiff's Jurisdictional Ex. 172, admitted on 4/20/2015	VI	SA1372 – SA1374
Plaintiff's Jurisdictional Ex. 173, admitted on 4/20/2015	VI	SA1220
Plaintiff's Jurisdictional Ex. 175, admitted on 4/20/2015	VI	SA1375
Plaintiff's Jurisdictional Ex. 176, admitted on 4/20/2015	VI	SA1221 – SA1222
Plaintiff's Jurisdictional Ex. 178, admitted on 4/20/2015	VI	SA1223 – SA1226

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Plaintiff's Jurisdictional Ex. 182, admitted on 4/20/2015	VI	SA1227 – SA1228
Plaintiff's Jurisdictional Ex. 187, admitted on 4/30/2015	VII	SA1500 – SA1589
Plaintiff's Jurisdictional Ex. 188, admitted on 4/20/2015	VI	SA1361 – SA1362
Plaintiff's Jurisdictional Ex. 225, admitted on 4/22/2015	VII	SA1496A
Plaintiff's Jurisdictional Ex. 238, admitted on 4/20/2015	VI	SA1229 – SA1230
Plaintiff's Jurisdictional Ex. 256, admitted on 4/20/2015	VI	SA1231 – SA1232
Plaintiff's Jurisdictional Ex. 257, admitted on 4/22/2015	VII	SA1496B- SA1496E
Plaintiff's Jurisdictional Ex. 261, admitted on 4/30/2015	VII	SA1609 – SA1628
Plaintiff's Jurisdictional Ex. 267, admitted on 4/30/2015	VII	SA1629 – SA1630
Plaintiff's Jurisdictional Ex. 270, admitted on 4/22/2015	VII	SA1485 – SA1488
Plaintiff's Jurisdictional Ex. 273, admitted on 4/22/2015	VII	SA1445
Plaintiff's Jurisdictional Ex. 292, admitted on 4/20/2015	VI	SA1233 – SA1252
Plaintiff's Jurisdictional Ex. 378, admitted on 4/30/2015	VII	SA1631
Plaintiff's Jurisdictional Ex. 4, admitted on 4/20/2015	VI	SA1219
Plaintiff's Jurisdictional Ex. 425, admitted on 4/20/2015	VI	SA1253 – SA1256
Plaintiff's Jurisdictional Ex. 437, admitted on 4/20/2015	VI	SA1257 – SA1258
Plaintiff's Jurisdictional Ex. 441, admitted on 4/20/2015	VI	SA1259
Plaintiff's Jurisdictional Ex. 447, admitted on 4/20/2015	VI	SA1388 – SA1389
Plaintiff's Jurisdictional Ex. 476, admitted on 4/20/2015	VI	SA1260 – SA1264
Plaintiff's Jurisdictional Ex. 495, admitted on 4/20/2015	VI	SA1265
Plaintiff's Jurisdictional Ex. 498,	VII	SA1645 – SA1647

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

admitted on 5/5/2015		
Plaintiff's Jurisdictional Ex. 501, admitted on 4/21/2015	VI	SA1392 – SA1394
Plaintiff's Jurisdictional Ex. 506, admitted on 4/21/2015	VI	SA1395 – SA1399
Plaintiff's Jurisdictional Ex. 508, admitted on 4/20/2015	VI	SA1376 – SA1382
Plaintiff's Jurisdictional Ex. 511, admitted on 4/21/2015	VI	SA1400
Plaintiff's Jurisdictional Ex. 515, admitted on 4/20/2015	VI	SA1383 – SA1386
Plaintiff's Jurisdictional Ex. 523, admitted on 4/21/2015	VI	SA1401 – SA1402
Plaintiff's Jurisdictional Ex. 535, admitted on 4/21/2015	VI	SA1430 – SA1431
Plaintiff's Jurisdictional Ex. 540, admitted on 4/21/2015	VI	SA1432 – SA1433
Plaintiff's Jurisdictional Ex. 543, admitted on 4/21/2015	VI	SA1434 – SA1435
Plaintiff's Jurisdictional Ex. 550, admitted on 4/22/2015	VII	SA1446 – SA1447
Plaintiff's Jurisdictional Ex. 558, admitted on 4/30/2015	VII	SA1607
Plaintiff's Jurisdictional Ex. 561, admitted on 4/30/2015	VII	SA1608
Plaintiff's Jurisdictional Ex. 580, admitted on 4/22/2015	VII	SA1463 – SA1484
Plaintiff's Jurisdictional Ex. 584, admitted on 4/21/2015	VI	SA1403
Plaintiff's Jurisdictional Ex. 586, admitted on 4/21/2015	VI	SA1404
Plaintiff's Jurisdictional Ex. 587, admitted on 4/21/2015	VI	SA1405
Plaintiff's Jurisdictional Ex. 589, admitted on 4/21/2015	VI	SA1406
Plaintiff's Jurisdictional Ex. 607, admitted on 4/21/2015	VI	SA1409 – SA1411
Plaintiff's Jurisdictional Ex. 612, admitted on 4/21/2015	VI	SA1439A
Plaintiff's Jurisdictional Ex. 621, admitted on 4/20/2015	VI	SA1266 – SA1269

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Plaintiff's Jurisdictional Ex. 624, admitted on 4/20/2015	VI	SA1288 – SA1360
Plaintiff's Jurisdictional Ex. 627, admitted on 4/22/2015	VII	SA1461 – SA1462
Plaintiff's Jurisdictional Ex. 628, admitted on 4/22/2015	VII	SA1459 – SA1460
Plaintiff's Jurisdictional Ex. 638, admitted on 4/22/2015	VII	SA1489 – SA1490
Plaintiff's Jurisdictional Ex. 661, admitted on 4/21/2015	VI	SA1412
Plaintiff's Jurisdictional Ex. 665, admitted on 4/20/2015	VI	SA1283 – SA1287
Plaintiff's Jurisdictional Ex. 667, admitted on 4/22/2015	VII	SA1491 – SA1493
Plaintiff's Jurisdictional Ex. 668, admitted on 4/20/2015	VI	SA1270 – SA1277
Plaintiff's Jurisdictional Ex. 669, admitted on 4/21/2015	VI	SA1413
Plaintiff's Jurisdictional Ex. 670, admitted on 4/22/2015	VII	SA1494 – SA1496
Plaintiff's Jurisdictional Ex. 686, admitted on 4/22/2015	VII	SA1453 – SA1456
Plaintiff's Jurisdictional Ex. 690, admitted on 4/21/2015	VI	SA1414 – SA1415
Plaintiff's Jurisdictional Ex. 692, admitted on 4/20/2015	VI	SA1278
Plaintiff's Jurisdictional Ex. 694, admitted on 4/22/2015	VII	SA1448 – SA1452
Plaintiff's Jurisdictional Ex. 702, admitted on 4/20/2015	VI	SA1279 – SA1282
Plaintiff's Jurisdictional Ex. 722, admitted on 4/22/2015	VII	SA1496F
Plaintiff's Jurisdictional Ex. 744, admitted on 4/22/2015	VII	SA1496G-SA1496I
Plaintiff's Jurisdictional Ex. 748, admitted on 5/4/2015	VII	SA1640 – SA1641
Plaintiff's Jurisdictional Ex. 752, admitted on 4/22/2015	VII	SA1457 – SA1458
Plaintiff's Jurisdictional Ex. 782, admitted on 4/30/2015	VII	SA1635 – SA1636
Plaintiff's Jurisdictional Ex. 804,	VI	SA1417

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

admitted on 4/21/2015		
Plaintiff's Jurisdictional Ex. 91, admitted on 4/30/2015	VII	SA1590
Plaintiff's Jurisdictional Ex. 955, admitted on 4/28/2015	VII	SA1497
Plaintiff's Jurisdictional Ex. 970, admitted on 5/5/2015	VII	SA1642 – SA1643
Plaintiff's Motion on Deficient Privilege Log on Order Shortening Time, dated 9/16/2014	IV	SA0855 – SA0897
Plaintiff's Motion to Conduct Jurisdictional Discovery, dated 9/21/2011	II	SA0283 – SA0291
Plaintiff's Omnibus Response in Opposition to the Defendants' Respective Motions to Dismiss The Fifth Cause of Action Alleging Defamation Per Se, dated 5/23/2011	I	SA0231 – SA0246
Plaintiff's Opposition to Sands China LTD's Motion to Dismiss for Lack of Personal Jurisdiction, or in the Alternative, Failure to Join an Indispensable Party, dated 2/9/2011	I	SA0017 – SA0151
Plaintiff's Opposition to Sands China LTD's Motion to Dismiss his Second Cause of Action (Breach of Contract), dated 5/23/2011	II	SA00247 – SA0261
Plaintiff's Reply in Support of Plaintiff's Motion on Deficient Privilege Log on Order Shortening Time, dated 10/3/2014	IV	SA0925 – SA0933
Real Party in Interest, Steven C. Jacobs' Reply in Support of Countermotion regarding Recall of Mandate, dated 3/28/2014	II	SA0314 – SA0318
Real Party in Interest, Steven C. Jacobs' Response to Motion to Recall Mandate and Countermotion regarding same, dated 2/7/2014	II	SA0292 – SA0303
Renewed Objection to Purported Evidence Offered in Support of Defendant Sands China LTD's Motion for Summary Judgment on Personal	II	SA0667 – SA0670

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Jurisdiction, dated 7/24/2014		
Reply in Support of Countermotion for Summary Judgment, dated 7/24/2014	III	SA0671 – SA0764
Reply in Support of Motion to Recall Mandate and Opposition to Countermotion to Lift Stay, dated 3/28/2014	II	SA0305 – SA0313
Sands China's Closing Argument Power Point in Jurisdictional Hearing, dated 5/7/2015	IX	SA1783 – SA1853
SCL's Memorandum regarding Plaintiff's Renewed Motion for Sanctions, dated 2/6/2015	IV	SA1049 – SA1077
Transcript of Hearing on Motions, dated 3/19/2015	V	SA1140 – SA1215
Transcript of Hearing regarding Defendant Sands China LTD's Motion to Stay Court's 3/6/2015 Decision and Order and to Continue the Evidentiary Hearing on Jurisdiction scheduled for 4/20/2015; Defendants' Petition for Writ of Prohibition or Mandamus, dated 3/16/2015	V	SA1106 – SA1139
Transcript of Hearing regarding Mandatory Rule 16 Conference, dated 4/27/2011	I	SA0190 – SA0225
Transcript of Hearing regarding Motions on 8/14/2014	III	SA0771 – SA0816
Transcript of Hearing regarding Plaintiff's Motion for Release of Documents from Advanced Discovery on the Grounds of Waiver and Plaintiff's Motion on Deficient Privilege Log on OST, dated 10/09/2014	IV	SA0934 – SA0980
Transcript of Telephone Conference on 9/10/2014	III	SA0840 – SA0854
Transcript of Telephone Conference on 9/9/2014	III	SA0823 – SA0839
Writ of Mandamus, dated 8/26/2011	II	SA0281 – SA0282

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

Interest Expense

The following table summarizes information related to interest expense on long-term debt:

	Three Months Ended June 30,	
	2009	2008
	(Dollars in thousands)	
Interest cost (which includes the amortization of deferred financing costs and original issue discount)	$ 78,989	$ 120,111
Less — capitalized interest	(14,118)	(31,637)
Interest expense, net	$ 64,871	$ 88,474
Cash paid for interest	$ 70,823	$ 108,053
Average total debt balance	$10,636,528	$8,584,174
Weighted average interest rate	2.97%	5.60%

Interest cost decreased $41.1 million as compared to the three months ended June 30, 2008, resulting from a decrease in the weighted average interest rate, partially offset by an increase in our average long-term debt balances. Capitalized interest decreased $17.5 million as compared to June 30, 2008, primarily due to the suspension of our Cotai Strip developments, the completion of Four Seasons Macao and the decrease in the weighted average interest rate. Leasehold interest in land payments made in Macau and Singapore are not considered qualifying assets and as such, are not included in the base amount used to determine capitalized interest.

Other Factors Effecting Earnings

Other income was $0.8 million for the three months ended June 30, 2009, as compared to other expense of $3.7 million for the three months ended June 30, 2008. The income during the three months ended June 30, 2009, was primarily attributable to $1.2 million of foreign exchange gains, partially offset by a decrease of $0.1 million in the fair value of our interest rate cap agreements held in Singapore.

Our effective income tax rate was a beneficial rate of 23.4% for the three months ended June 30, 2009, as compared to a beneficial rate of 17.6% for the three months ended June 30, 2008. The effective tax rate for the three months ended June 30, 2009, includes a tax benefit related to domestic impairments of property and equipment, and a zero percent tax rate from our Macau gaming operations due to our income tax exemption in Macau, which is set to expire in 2013. The non-deductible pre-opening expenses of foreign subsidiaries and the non-realizable net operating losses in foreign jurisdictions unfavorably impacted our effective tax rate.

Six Months Ended June 30, 2009 compared to the Six Months Ended June 30, 2008

Operating Revenues

Our net revenues consisted of the following:

	Six Months Ended June 30,		
	2009	2008	Percent Change
	(Dollars in thousands)		
Casino	$1,595,978	$1,599,715	(0.2)%
Rooms	336,357	386,378	(12.9)%
Food and beverage	174,395	181,290	(3.8)%
Convention, retail and other	209,372	167,558	25.0%
	2,316,102	2,334,941	(0.8)%
Less — promotional allowances	(178,340)	(143,804)	24.0%
Total net revenues	$2,137,762	$2,191,137	(2.4)%

Consolidated net revenues were $2.14 billion for the six months ended June 30, 2009, a decrease of $53.4 million as compared to $2.19 billion for the six months ended June 30, 2008. The decrease in revenues reflects the decline in global economic conditions, which affected all areas of our operations. The decrease was partially offset by a full six months of revenues from the Four Seasons Macao, which opened in August 2008, and an increase in our passenger ferry service operations in Macau.

Casino revenues decreased $3.7 million as compared to the six months ended June 30, 2008. Casino revenues at Sands Macao decreased $77.7 million driven primarily by a decrease in table games volume and The Venetian Macao decreased $5.6 million driven by a decrease in Rolling Chip win percentage, partially offset by an increase in Non-Rolling Chip win percentage. A $25.4 million decrease at our Las Vegas Operating Properties was driven primarily by a decrease in table games win percentage. These decreases were offset by $75.0 million and $30.0 million attributable to the openings of Four Seasons Macao and Sands Bethlehem, respectively. The following table summarizes the results of our casino revenue activity:

	Six Months Ended June 30,		
	2009	2008	Change
	(Dollars in thousands)		
Sands Macao			
Total casino revenues	$ 448,876	$ 526,589	(14.8)%
Non-Rolling Chip table games drop	$ 1,208,412	$ 1,381,277	(12.5)%
Non-Rolling Chip table games win percentage	19.1%	19.8%	(0.7)pts
Rolling Chip volume	$ 9,845,293	$11,789,777	(16.5)%
Rolling Chip win percentage	2.74%	2.69%	0.05pts
Slot handle	$ 577,248	$ 513,992	12.3%
Slot hold percentage	6.7%	8.2%	(1.5)pts
The Venetian Macao			
Total casino revenues	$ 793,252	$ 798,806	(0.7)%
Non-Rolling Chip table games drop	$ 1,623,251	$ 1,731,621	(6.3)%
Non-Rolling Chip table games win percentage	23.2%	19.9%	3.3pts
Rolling Chip volume	$18,590,090	$18,599,824	(0.1)%
Rolling Chip win percentage	2.69%	2.99%	(0.30)pts
Slot handle	$ 1,093,814	$ 819,938	33.4%
Slot hold percentage	7.5%	8.3%	(0.8)pts
Four Seasons Macao			
Total casino revenues	$ 74,997	$ —	—%
Non-Rolling Chip table games drop	$ 167,489	$ —	—%
Non-Rolling Chip table games win percentage	25.2%	—%	—pts
Rolling Chip volume	$ 1,125,178	$ —	—%
Rolling Chip win percentage	3.18%	—%	—pts
Slot handle	$ 100,022	$ —	—%
Slot hold percentage	5.7%	—%	—pts
Las Vegas Operating Properties			
Total casino revenues	$ 248,887	$ 274,320	(9.3)%
Table games drop	$ 830,571	$ 864,803	(4.0)%
Table games win percentage	20.0%	23.1%	(3.1)pts
Slot handle	$ 1,374,526	$ 1,732,283	(20.7)%
Slot hold percentage	7.1%	5.7%	1.4pts
Sands Bethlehem			
Total casino revenues	$ 29,966	$ —	—%
Slot handle	$ 369,594	$ —	—%
Slot hold percentage	8.1%	—%	—pts

In our experience, average win percentages remain steady when measured over extended periods of time, but can vary considerably within shorter time periods as a result of the statistical variances that are associated with games of chance in which large amounts are wagered.

Room revenues decreased $50.0 million as compared to the six months ended June 30, 2008. Room revenues decreased as room rates were reduced to maintain occupancy at our Las Vegas Operating Properties and at The Venetian Macao. This decrease was partially offset by revenues attributable to Four Seasons Macao of $7.9 million. The suites at Sands Macao are primarily provided as comps to casino patrons and therefore revenues of $13.1 million and $13.5 million for the six months ended June 30, 2009 and 2008, respectively, and related statistics have not been included in the following table, which summarizes the results of our room revenue activity:

	Six Months Ended June 30,		
	2009	2008	Change
	(Room revenues in thousands)		
Las Vegas Operating Properties			
Total room revenues	$235,770	$278,666	(15.4)%
Average daily room rate	$ 205	$ 253	(19.0)%
Occupancy rate	90.4%	89.1%	1.3pts
Revenue per available room	$ 185	$ 226	(18.1)%
The Venetian Macao			
Total room revenues	$ 79,533	$ 94,173	(15.5)%
Average daily room rate	$ 209	$ 228	(8.3)%
Occupancy rate	76.7%	79.4%	(2.7)pts
Revenue per available room	$ 160	$ 181	(11.6)%
Four Seasons Macao			
Total room revenues	$ 7,935	$ —	—%
Average daily room rate	$ 293	$ —	—%
Occupancy rate	41.5%	—%	—pts
Revenue per available room	$ 122	$ —	—%

Food and beverage revenues decreased $6.9 million as compared to the six months ended June 30, 2008. Revenues decreased $16.4 million across our operating properties, with $8.0 million of the decrease at Sands Macao. This decrease was partially offset by revenues attributable to Four Seasons Macao of $6.5 million and Sands Bethlehem of $3.0 million.

Convention, retail and other revenues increased $41.8 million as compared to the six months ended June 30, 2008. The increase is due primarily to an increase of $21.8 million driven by our passenger ferry service operations in Macau as we increased the frequency of sailings and commenced night sailings in the summer of 2008, as well as $14.7 million attributable to the mall at Four Seasons Macao.

Operating Expenses

Our operating expenses consisted of the following:

	Six Months Ended June 30,		
	2009	2008	Percent Change
	(Dollars in thousands)		
Casino	$1,081,373	$1,059,094	2.1%
Rooms	65,291	80,227	(18.6)%
Food and beverage	87,461	90,543	(3.4)%
Convention, retail and other	122,477	95,609	28.1%
Provision for doubtful accounts	41,717	14,101	195.8%
General and administrative	245,103	290,859	(15.7)%
Corporate expense	87,731	59,139	48.3%
Rental expense	15,806	17,136	(7.8)%
Pre-opening expense	86,764	64,693	34.1%
Development expense	264	10,351	(97.4)%
Depreciation and amortization	282,882	232,514	21.7%
Impairment loss	151,175	—	—%
Loss on disposal of assets	4,784	7,024	(31.9)%
Total operating expenses	$2,272,828	$2,021,290	12.4%

Operating expenses were $2.27 billion for the six months ended June 30, 2009, an increase of $251.5 million as compared to $2.02 billion for the six months ended June 30, 2008. The increase in operating expenses was primarily attributable to recognizing impairment losses, a legal settlement and increases in our passenger ferry service operations, provision for doubtful accounts, pre-opening expenses, and depreciation and amortization costs, as more fully described below.

Casino expenses increased $22.3 million as compared to the six months ended June 30, 2008. The increase was attributable to the openings of Four Seasons Macao and Sands Bethlehem, which contributed $53.5 million and $21.0 million in casino expenses, respectively. This increase was partially offset by decreases driven by the decrease in casino revenues noted above and our cost-cutting measures, including a decrease of $38.2 million and $5.1 million in the 39.0% gross win tax on casino revenues at Sands Macao and The Venetian Macao, respectively, and a decrease of $11.2 million at our Las Vegas Operating Properties.

Rooms expense decreased $14.9 million and food and beverage expense decreased $3.1 million as compared to the six months ended June 30, 2008. These decreases were driven by the associated decreases in the related revenues described above, as well as our cost-cutting measures.

Convention, retail and other expense increased $26.9 million as compared to the six months ended June 30, 2008. Of the increase, $18.1 million was driven by the increase in our passenger ferry service operations in Macau and $3.6 million was attributable to the opening of Four Seasons Macao.

The provision for doubtful accounts was $41.7 million for the six months ended June 30, 2009, compared to $14.1 million for the six months ended June 30, 2008. The increase was due primarily to a $20.1 million increase in provisions for gaming receivables, driven by a $9.0 million provision for one customer and an increase due to the current economic conditions. The amount of this provision can vary over short periods of time because of factors specific to the customers who owe us money at any given time. We believe that the amount of our provision for doubtful accounts 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 decreased $45.8 million as compared to the six months ended June 30, 2008. The decrease was primarily attributable to a $68.0 million decrease across our operating properties driven by

our cost-cutting measures, with $28.1 million at The Venetian Macao. The decrease was partially offset by expenses of $15.4 million and $6.8 million at Four Season Macao and Sands Bethlehem, respectively.

Corporate expense increased $28.6 million as compared to the six months ended June 30, 2008. The increase was attributable to a $42.5 million legal settlement (see "Item 1 — Financial Statements — Notes to Condensed Consolidated Financial Statements — Note 8 — Commitments and Contingencies") and a related increase in legal fees of $3.2 million, partially offset by decreases of $7.5 million in payroll-related expenses and $9.6 million of other corporate general and administrative costs driven by our cost-cutting measures.

Pre-opening expenses were $86.8 million for the six months ended June 30, 2009, as compared to $64.7 million for the six months ended June 30, 2008. Pre-opening expense represents personnel and other costs incurred prior to the opening of new ventures, which are expensed as incurred. Pre-opening expenses for the six months ended June 30, 2009, were primarily related to activities at Marina Bay Sands and Sands Bethlehem, as well as costs associated with suspension activities at our other Cotai Strip properties. Development expenses, which were not material for the six months ended June 30, 2009 and 2008, include the costs associated with the Company's evaluation and pursuit of new business opportunities, which are also expensed as incurred.

Depreciation and amortization expense increased $50.4 million as compared to the six months ended June 30, 2008. The increase was primarily the result of the openings of Four Seasons Macao and Sands Bethlehem, which contributed $24.6 million and $3.1 million, respectively, in depreciation expense. Additionally, increases of $7.0 million and $9.1 million were attributable to The Venetian Macao and The Palazzo, respectively, as both properties had unopened areas during the six months ended June 30, 2008.

Impairment loss was $151.2 million for the six months ended June 30, 2009, of which $94.0 million related to a reduction in the expected proceeds to be received from the sale of The Shoppes at The Palazzo and $57.2 million related to our indefinite suspension of plans to expand the Sands Expo Center (see "Item 1 — Financial Statements — Notes to Condensed Consolidated Financial Statements — Note 2 — Property and Equipment, Net").

Adjusted EBITDAR

Adjusted EBITDAR is used by management as the primary measure of the operating performance of our segments. Adjusted EBITDAR is net loss attributable to Las Vegas Sands Corp. before interest, income taxes, depreciation and amortization, pre-opening expense, development expense, other income (expense), loss on early retirement of debt, impairment loss, loss on disposal of assets, rental expense, corporate expense, stock-based compensation expense and noncontrolling interest. The following table summarizes information related to our segments (see "Item 1 — Financial Statements — Notes to Condensed Consolidated Financial Statements — Note 9 — Segment Information" for discussion of our operating segments and a reconciliation of adjusted EBITDAR to net loss:

	Six Months Ended June 30,		
	2009	2008	Percent Change
	(Dollars in thousands)		
United States:			
Las Vegas Operating Properties	$167,884	$229,181	(26.7)%
Sands Bethlehem	2,837	—	—%
Macau:			
Sands Macao	111,407	119,692	(6.9)%
The Venetian Macao	231,460	250,490	(7.6)%
Four Seasons Macao	9,931	—	—%
Other Asia	(15,901)	(23,238)	(31.6)%
Total adjusted EBITDAR	$507,618	$576,125	(11.9)%

Adjusted EBITDAR across our operating properties includes the savings benefits from our cost-cutting measures, which management expects to generate approximately $500 million in total annualized savings across

our operations, driven primarily by decreases in payroll-related expenses. These cost-cutting measures, which we anticipate will be fully implemented by the end of 2009, are expected to generate annualized savings of approximately $200 million in Las Vegas and approximately $300 million in Macau. Management believes that these cost savings will provide enhanced operating leverage once the global economy improves.

Adjusted EBITDAR at our Las Vegas Operating Properties decreased $61.3 million as compared to the six months ended June 30, 2008. The decrease was primarily due to a decrease in net revenues of $91.5 million, partially offset by decreases in the associated operating expenses and a decrease of $13.3 million in general and administrative expenses driven by our cost-cutting measures, of which $10.0 million were payroll-related expenses.

Adjusted EBITDAR at Sands Macao decreased $8.3 million as compared to the six months ended June 30, 2008. The decrease was primarily due to a decrease of $13.6 million in general and administrative expenses driven by our cost-cutting measures, as decreases in revenues were offset by decreases in the associated operating expenses.

Adjusted EBITDAR at The Venetian Macao decreased $19.0 million as compared to the six months ended June 30, 2008. The decrease was primarily due to a decrease in net revenues of $22.5 million, partially offset by decreases in the associated operating expenses and a decrease of $28.1 million in general and administrative expenses driven by our cost-cutting measures, of which $13.0 million were payroll-related expenses.

Adjusted EBITDAR in our Other Asia segment increased $7.3 million as compared to the six months ended June 30, 2008. As previously described, our passenger ferry service operations increased due to the increased number of sailings.

Adjusted EBITDAR at Four Seasons Macao and Sands Bethlehem do not have a comparable prior-year period. Results of the operations of Four Seasons Macao and Sands Bethlehem are as previously described.

Interest Expense

The following table summarizes information related to interest expense on long-term debt:

	Six Months Ended June 30,	
	2009	2008
	(Dollars in thousands)	
Interest cost (which includes the amortization of deferred financing costs and original issue discount)	$ 164,159	$ 265,394
Less — capitalized interest	(28,170)	(62,220)
Interest expense, net	$ 135,989	$ 203,174
Cash paid for interest	$ 155,651	$ 239,960
Average total debt balance	$10,553,475	$8,332,448
Weighted average interest rate	3.11%	6.37%

Interest cost decreased $101.2 million as compared to the six months ended June 30, 2008, resulting from a decrease in the weighted average interest rate, partially offset by an increase in our average long-term debt balances. Capitalized interest decreased $34.1 million as compared to the six months ended June 30, 2008, primarily due to the suspension of our Cotai Strip developments, the completion of Four Seasons Macao and the decrease in the weighted average interest rate. Leasehold interest in land payments made in Macau and Singapore are not considered qualifying assets and as such, are not included in the base amount used to determine capitalized interest.

Other Factors Effecting Earnings

Other expense was $5.0 million for the six months ended June 30, 2009, as compared to other income of $4.4 million for the six months ended June 30, 2008. The expense during the six months ended June 30, 2009, was primarily attributable to a decrease in the fair value of our interest rate cap agreements held in Singapore, as well as the write-off of deferred financing fees related to a potential refinancing of our Macau credit facility.

Our effective income tax rate was a beneficial rate of 20.0% for the six months ended June 30, 2009, as compared to a beneficial rate of 0.4% for the six months ended June 30, 2008. The effective tax rate for the six months ended June 30, 2009, includes a tax benefit related to domestic impairments of property and equipment, and a zero percent tax rate from our Macau gaming operations due to our income tax exemption in Macau, which is set to expire in 2013. The non-deductible pre-opening expenses of foreign subsidiaries and the non-realizable net operating losses in foreign jurisdictions unfavorably impacted our effective tax rate.

Liquidity and Capital Resources

Cash Flows — Summary

Our cash flows consisted of the following:

	Six Months Ended June 30,	
	2009	2008
	(In thousands)	
Net cash provided by operations	$ 307,846	$ 193,392
Investing cash flows:		
Capital expenditures	(1,022,534)	(1,910,331)
Change in restricted cash	3,821	250,592
Deposit for potential gaming application included in other assets	—	(25,000)
Net cash used in investing activities	(1,018,713)	(1,684,739)
Financing cash flows:		
Dividends paid to preferred stockholders	(47,997)	—
Proceeds from long term-debt	504,379	2,955,903
Repayments of long-term debt	(194,636)	(1,689,139)
Other	(4,403)	161,255
Net cash provided by financing activities	257,343	1,428,019
Effect of exchange rate on cash	394	7,948
Net decrease in cash and cash equivalents	$ (453,130)	$ (55,380)

Cash Flows — Operating Activities

Table games play at our Las Vegas Operating Properties is conducted on a cash and credit basis while table games play at our Macau properties is conducted primarily on a cash basis. Slot machine play is primarily conducted on a cash basis. The retail hotel rooms business is generally conducted on a cash basis, the group hotel rooms business is conducted on a cash and credit basis, and banquet business is conducted primarily on a credit basis resulting in operating cash flows being generally affected by changes in operating income and accounts receivable. Net cash provided by operating activities increased $114.5 million as compared to the six months ended June 30, 2008. The increase was attributable to the collection of a $70.6 million federal income tax refund and a decrease in accounts receivable attributable to more efficient collection of current period operating revenues, as well as the collection of prior period receivables. This increase was offset by a decrease in operating income (as previously described) as compared to the six months ended June 30, 2008.

Cash Flows — Investing Activities

Capital expenditures totaled $1.02 billion for the six months ended June 30, 2009, including $547.5 million for construction and development activities in Singapore; $174.2 million for construction and development activities in Pennsylvania; $217.8 million for construction and development activities in Macau (primarily for the unopened areas of Four Seasons Macao and our other Cotai Strip developments); $54.7 million at our Las Vegas Operating Properties (primarily for The Shoppes at The Palazzo); and $28.3 million for corporate and other activities.

Cash Flows — Financing Activities

Net cash flows provided from financing activities were $257.3 million for the six months ended June 30, 2009, which primarily included net borrowings of $476.5 million under the Singapore permanent facilities and repayments of $137.5 million under the Macau credit facility and $20.0 million under the U.S. credit facility, as well as $48.0 million of preferred stock dividends.

Development Financing Strategy

Through June 30, 2009, we have funded our development projects primarily through borrowings under our U.S., Macau and Singapore credit facilities, operating cash flows, proceeds from our recent equity offerings and proceeds from the disposition of non-core assets. We held unrestricted and restricted cash and cash equivalents of approximately $2.59 billion and $188.6 million, respectively, as of June 30, 2009.

The U.S. credit facility and FF&E facility require our Las Vegas operations to comply with certain financial covenants at the end of each quarter, including maintaining a maximum leverage ratio of net debt, as defined, to trailing twelve-month adjusted earnings before interest, income taxes, depreciation and amortization, as defined ("Adjusted EBITDA"). The maximum leverage ratio is 7.0x for the quarterly period ended June 30, 2009, decreases to 6.5x for the quarterly periods ending September 30 and December 31, 2009, and decreases by 0.5x every subsequent two quarterly periods until it decreases to, and remains at, 5.0x for all quarterly periods thereafter through maturity (commencing with the quarterly period ending March 31, 2011). The Macau credit facility requires our Macau operations to comply with similar financial covenants, including maintaining a maximum leverage ratio of debt to Adjusted EBITDA. The maximum leverage ratio is 4.0x for the quarterly period ended June 30, 2009, decreases to 3.5x for the quarterly periods ending September 30 and December 31, 2009, and then decrease to, and remains at, 3.0x for all quarterly periods thereafter through maturity. 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. A default under our domestic credit facilities would trigger a cross-default under our airplane financings, which, if the respective lenders chose to accelerate the indebtedness outstanding under these agreements, would result in a default under our senior notes. A default under our Macau credit facility would trigger a cross-default under our ferry financing. Any defaults or cross-defaults under these agreements would allow the lenders, in each case, to exercise their rights and remedies as defined under their respective agreements. If the lenders were to exercise their rights to accelerate the due dates of the indebtedness outstanding, there can be no assurance that we would be able to repay or refinance any amounts that may become accelerated under such agreements, which could force us to restructure or alter our operations or debt obligations.

We completed a $475.0 million convertible senior notes offering and a $2.1 billion common and preferred stock and warrants offering in 2008. A portion of the proceeds from these offerings was used domestically to exercise the EBITDA true-up provision (as defined below) during the quarterly periods ended September 30, 2008 and March 31, 2009, and were contributed to Las Vegas Sands, LLC to reduce its net debt in order to maintain compliance with the maximum leverage ratio for the quarterly periods ended March 31 and June 30, 2009. As of June 30, 2009, our domestic leverage ratio was 6.76x, compared to the maximum leverage ratio allowed of 7.0x. An additional portion of the proceeds was used in Macau to exercise the EBITDA true-up provision during the quarterly periods ended December 31, 2008 and June 30, 2009, and cash on hand was used to pay down $125.0 million of indebtedness under the Macau credit facility during the six months ended June 30, 2009, in order to maintain compliance with the maximum leverage ratio for the quarterly periods ended March 31 and June 30, 2009. As of June 30, 2009, our Macau leverage ratio was 3.83x, compared to the maximum leverage ratio allowed of 4.0x.

In order to fund our revised development plan, as described in "— Note 1 — Organization and Business of Company — Development Projects," and comply with the maximum leverage ratio covenants of our U.S. and Macau credit facilities for the remaining quarterly periods in 2009 and beyond, we will utilize cash on hand, cash flow from operations and available borrowings under our credit facilities. We will also need to execute some, or a combination, of the following measures: (i) achieve increased levels of Adjusted EBITDA at our Las Vegas and Macau properties, primarily through aggressive cost-cutting measures and implementation of efficiency initiatives; (ii) obtain an amendment under the Macau credit facility, which would include, among other things, increasing the maximum leverage ratio for each quarterly period through the end of 2010, (iii) obtain additional debt and/or equity

financing through the sale of a minority interest in certain of our Macau assets, the latter of which would require consent from regulating authorities and lenders under the Macau credit facility; (iv) elect to contribute up to $50 million and $20 million of cash on hand to our Las Vegas and Macau operations, respectively, on a bi-quarterly basis (such contributions having the effect of increasing Adjusted EBITDA by the corresponding amount during the applicable quarter for purposes of calculating compliance with the maximum leverage ratio (the "EBITDA true-up")); or (v) execute a debt reduction plan. If the aforementioned measures are not sufficient to fund our revised development plan and maintain compliance with our financial covenants, we may also need to execute some, or a combination, of the following measures: (i) further decrease the rate of spending on our global development projects; (ii) obtain additional financing at our parent company or Macau level, the proceeds of which could be used to reduce or repay debt in Las Vegas and/or Macau; (iii) successfully complete the sale of certain non-core assets (e.g. the malls at The Venetian Macao and Four Seasons Macao or shares related to the Four Seasons Apartments), a portion of the proceeds of which would be used to repay our debt in Macau; (iv) elect to delay payment of dividends on the preferred stock; or (v) seek a waiver or amendment under our U.S. credit facility; however, there can be no assurance that we will be able to obtain such waiver or amendment. Management believes that successful execution of some combination of the above measures will be sufficient for us to fund our commitments and maintain compliance with our financial covenants.

We are currently seeking an amendment to our Macau credit facility to, among other things, obtain the necessary approvals to allow for a potential sale of a minority interest in certain of our Macau assets and modify certain financial covenants and definitions, as noted above. Management expects to complete the amendment process prior to September 30, 2009; however, there can be no assurance that we will be able to obtain terms favorable to us or at all.

Aggregate Indebtedness and Other Known Contractual Obligations

As of June 30, 2009, there had been no material changes to our aggregated indebtedness and other known contractual obligations, which are set forth in the table included in our Annual Report on Form 10-K for the year ended December 31, 2008, with the exception of net proceeds of $476.5 million under our Singapore permanent facilities (which mature in March 2015 and include quarterly payments commencing with the quarter ending March 31, 2011, with the remaining principal due in full upon maturity) and a repayment of $125.0 million under our Macau revolving credit facility (which matures in May 2011 with no interim amortization).

Restrictions on Distributions

We are a parent company with limited business operations. Our main assets are the stock and membership interests of our subsidiaries. The debt instruments of our U.S., Macau and Singapore subsidiaries contain certain 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 assets of our company without prior approval of the lenders or noteholders.

Inflation

We believe that inflation and changing prices have not had a material impact on our sales, revenues or income from continuing operations during the past year.

Special Note Regarding Forward-Looking Statements

This report contains forward-looking statements that are 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" and similar expressions, as they relate to our company or management, are intended to identify forward-looking statements. Although we believe that these forward-looking statements are reasonable, we cannot assure you that any forward-looking statements will prove to be correct. These forward-

looking statements involve known and unknown risks, uncertainties and other factors, 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 substantial leverage, debt service and debt covenant compliance (including sensitivity to fluctuations in interest rates and other capital markets trends);
- recent disruptions in the global financing markets and our ability to obtain sufficient funding for our current and future developments, including our Cotai Strip, Pennsylvania, Singapore and Las Vegas developments;
- general economic and business conditions which may impact levels of disposable income, consumer spending, pricing of hotel rooms and retail and mall sales;
- the impact of the suspensions of certain of our development projects and our ability to meet certain development deadlines, including Macau and Singapore;
- the uncertainty of tourist behavior related to spending and vacationing at casino-resorts in Las Vegas and Macau;
- visa restrictions limiting the number of visits and the length of stay for visitors from mainland China to our Macau properties;
- our dependence upon properties in Las Vegas, Pennsylvania and Macau for all of our cash flow;
- the expected annualized savings and enhanced operating leverage to be generated from our cost-cutting measures may not be fully realized;
- our relationship with GGP or any successor owner of The Shoppes at The Palazzo and The Grand Canal Shoppes, and the ability of GGP to perform under the purchase and sale agreement for The Shoppes at The Palazzo, as amended;
- new developments, construction and ventures, including our Cotai Strip developments, Marina Bay Sands, Sands Bethlehem and the St. Regis Residences;
- the passage of new legislation and receipt of governmental approvals for our proposed developments in Macau, Singapore and other jurisdictions where we are planning to operate;
- our insurance coverage, including the risk that we have not obtained sufficient coverage against acts of terrorism or will only be able to obtain additional coverage at significantly increased rates;
- disruptions or reductions in travel due to conflicts in Iraq and any future terrorist incidents;
- disruptions or reductions in travel, as well as disruptions in our operations, due to outbreaks of infectious diseases, such as severe acute respiratory syndrome, avian flu or swine flu;
- government regulation of the casino industry, including gaming license regulation, the legalization of gaming in certain domestic jurisdictions, including Native American reservations, and regulation of gaming on the Internet;
- increased competition and additional construction in Las Vegas, including recent and upcoming increases in hotel rooms, meeting and convention space, and retail space;
- fluctuations in the demand for all-suites rooms, occupancy rates and average daily room rates in Las Vegas;
- the popularity of Las Vegas and Macau as convention and trade show destinations;
- new taxes, changes to existing tax rates or proposed changes in tax legislation;
- our ability to maintain our Macau gaming subconcession and Singapore gaming concession;
- the completion of infrastructure projects in Macau and Singapore;
- increased competition and other planned construction projects in Macau and Singapore; and

- the outcome of any ongoing and future litigation.

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.

ITEM 3 —*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 exposure to market risk is interest rate risk associated with our long-term debt. We attempt to manage our interest rate risk primarily through the use of interest rate cap agreements, which allow us to manage our interest rate risk associated with our variable-rate debt. We do not hold or issue financial instruments for trading purposes and do not enter into derivative transactions that would be considered speculative positions. Our derivative financial instruments consist exclusively of interest rate cap agreements, which do not qualify for hedge accounting. Interest differentials resulting from these agreements are recorded on an accrual basis as an adjustment to interest expense.

To manage exposure to counterparty credit risk in interest rate cap agreements, we enter into agreements with highly rated institutions that can be expected to fully perform under the terms of such agreements. Frequently, these institutions are also members of the bank group providing our credit facilities, which management believes further minimizes the risk of nonperformance.

The table below provides information about our financial instruments that are sensitive to changes in interest rates. For debt obligations, the table presents notional amounts and weighted average interest rates by contractual maturity dates. For cap agreements, notional amounts are used to calculate the contractual payments to be exchanged under the contract. Weighted average variable rates are based on the London Inter-Bank Offer Rate ("LIBOR"), Hong Kong Inter-Bank Offer Rate ("HIBOR") and Singapore SWAP Offer Rate as of June 30, 2009, plus the applicable interest rate spread in accordance with the respective debt agreements. The information is presented in U.S. dollar equivalents, which is the Company's reporting currency, for the years ending June 30:

	2010	2011	2012	2013	2014	Thereafter	Total	Fair Value(1)
	(Dollars in millions)							
LIABILITIES								
Long-term debt								
Fixed rate	$ —	$ —	$ —	$ —	$ —	$ 250.0	$ 250.0	$ 190.3
Average interest rate(2)	—%	—%	—%	—%	—%	6.4%	6.4%	
Variable rate	$141.1	$1,020.8	$1,899.7	$2,537.9	$3,764.4	$ 1,164.8	$10,528.7	$ 8,548.2
Average interest rate(2)	2.3%	2.5%	2.3%	2.5%	2.1%	2.7%	2.3%	
ASSETS								
Cap agreements(3)	$ 0.4	$ 1.3	$ —	$ —	$ —	$ —	$ 1.7	$ 1.7

(1) The estimated fair values are based on quoted market prices, if available, or by pricing models based on the value of related cash flows discounted at current market interest rates.

(2) Based upon contractual interest rates for fixed rate indebtedness or current LIBOR, HIBOR and Singapore SWAP Offer Rate for variable-rate indebtedness. Based on variable-rate debt levels as of June 30, 2009, an assumed 100 basis point change in LIBOR, HIBOR and Singapore SWAP Offer Rate would cause our annual interest cost to change approximately $105.8 million.

(3) As of June 30, 2009, we have 17 interest rate cap agreements with an aggregate fair value of approximately $1.7 million based on quoted market values from the institutions holding the agreements.

Borrowings under the U.S. credit facility bear interest at our election, at either an adjusted Eurodollar rate or at an alternative base rate plus a credit spread. The revolving facility and term loans bear interest at the alternative base

rate plus 0.5% or 0.75% per annum, respectively, or at the adjusted Eurodollar rate plus 1.5% per annum or 1.75% per annum, respectively, subject to downward adjustments based upon our credit rating. Borrowings under the Macau credit facility bear interest at our election, at either an adjusted Eurodollar rate (or in the case of the local term loan, adjusted HIBOR) plus 2.25% per annum or at an alternative base rate plus 1.25% per annum, and is subject to a downward adjustment of 0.25% per annum from the beginning of the first interest period following the substantial completion of The Venetian Macao. Borrowings under the Singapore permanent facilities bear interest at the Singapore SWAP Offer Rate plus a spread of 2.25% per annum. Borrowings under the FF&E facility bear interest at LIBOR plus 2.0% per annum. Borrowings under the airplane financings bear interest at LIBOR plus 1.5% per annum. Borrowings under the ferry financing bear interest at HIBOR plus 2.0% if borrowings are made in Hong Kong dollars or LIBOR plus 2.0% if borrowings are made in U.S. dollars. All current borrowings under the ferry financing were made in Hong Kong dollars.

We may be vulnerable to changes in the U.S. dollar/Macau pataca exchange rate. Based on balances as of June 30, 2009, an assumed 1% change in the U.S. dollar/Macau pataca exchange rate would cause a foreign currency transaction gain/loss of approximately $40.1 million. We do not hedge our exposure to foreign currencies; however, 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.

See also "Liquidity and Capital Resources."

ITEM 4 —*CONTROLS AND PROCEDURES*

Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures are designed to ensure that information required to be disclosed in the reports that we file or submit under the Securities Exchange Act of 1934 is recorded, processed, summarized, and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow for timely decisions regarding required disclosure. Our Chief Executive Officer and 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 June 30, 2009, and have concluded that they are effective to provide reasonable assurance that the desired control objectives were achieved.

It should be noted that any system of controls, however well designed and operated, can provide only reasonable, and not absolute, assurance that 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 that 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

The only change in our internal control over financial reporting that occurred during the quarter covered by this Quarterly Report on Form 10-Q that had a material effect, or was reasonably likely to have a material effect, on our internal control over financial reporting, was the opening of Sands Bethlehem in May 2009. We have implemented controls and procedures at Sands Bethlehem similar to those in effect at our other facilities.

Part II
OTHER INFORMATION

ITEM 1 —*LEGAL PROCEEDINGS*

The Company is party to litigation matters and claims related to its operations. For more information, see the Company's Annual Report on Form 10-K for the year ended December 31, 2008, and "Part I — Item 1 — Financial Statements — Notes to Condensed Consolidated Financial Statements — Note 8 — Commitments and Contingencies" of this Quarterly Report on Form 10-Q.

ITEM 1A — *RISK FACTORS*

Except for the risk factor set forth below, there have been no material changes from the risk factors previously disclosed in the Company's Annual Report on Form 10-K for the year ended December 31, 2008.

Proposed changes in U.S. tax legislation could impact the Company's financial condition and results of operations.

On May 4, 2009, the Obama Administration announced proposals for new U.S. tax legislation that would fundamentally change how U.S. multinational corporations are taxed on their global income. It is uncertain whether some or all of the proposals will be enacted. Depending on their content, such proposals, if enacted, could increase the Company's domestic income tax expense and liability, and therefore, negatively impact the Company's effective tax rate, financial condition and results of operations.

ITEM 4 —*SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS*

The Company's annual meeting of stockholders was held on June 10, 2009. At the annual meeting, votes were taken for: (i) the election of directors, (ii) the ratification of the selection of PricewaterhouseCoopers LLP as the Company's independent registered public accounting firm and (iii) to consider and act upon a stockholder proposal.

The Company's stockholders elected Michael A. Leven, Jason N. Ader and Jeffrey H. Schwartz to serve on the Board of Directors as Class II directors for three-year terms, which will expire in 2012. The service of George P. Koo and Irwin A. Siegel as Class I directors and Sheldon G. Adelson, Irwin Chafetz and Charles D. Forman as Class III directors continued after the meeting. Stockholders also ratified the selection of PricewaterhouseCoopers LLP as the Company's independent registered public accounting firm and voted against the stockholder proposal regarding a sustainability report.

The following tables provide details regarding the number of votes cast by the Company's stockholders with respect to each of the matters indicated above.

Election of directors:

Nominees for Director	Votes For	Votes Withheld
Michael A. Leven	549,416,621	30,520,513
Jason N. Ader	576,563,756	3,373,378
Jeffrey H. Schwartz	576,629,230	3,307,904

Ratification of Independent Registered Public Accounting Firm and stockholder proposal to provide a sustainability report describing the Company's strategies in addressing its environmental and social impacts, as well as employee and community relations:

	Votes For	Votes Against	Abstentions	Broker Non-Votes
Ratification of Independent Registered Public Accounting Firm	577,988,071	1,508,985	440,074	0
Ratification of stockholder proposal regarding a sustainability report	22,152,151	405,498,532	7,960,087	0

ITEM 5 —*OTHER MATTERS*

Transaction with an Executive Officer

As previously disclosed, during 2008, a subsidiary of the Company performed work at a home owned by Robert G. Goldstein, the Company's Executive Vice President. Mr. Goldstein believed, and the Company acknowledged, that some of the work was not performed in an appropriate manner. The matter was referred to an independent expert, who concurred about the quality of the work and concluded that Mr. Goldstein should not be obligated to pay the $0.4 million incurred by the Company for costs and overhead on the job. These findings have been accepted by the Company and Mr. Goldstein.

LAS VEGAS SANDS CORP.

ITEM 6 —*EXHIBITS*

List of Exhibits

Exhibit No.	Description of Document
10.1	Employment Agreement, dated as of July 10, 2009, among Las Vegas Sands Corp., Las Vegas Sands, LLC and Robert G. Goldstein.
10.2	Form of Nonqualified Stock Option Agreement under the Company's 2004 Equity Award Plan.
31.1	Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	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.
32.2	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.

LAS VEGAS SANDS CORP.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this quarterly report on Form 10-Q to be signed on its behalf by the undersigned thereunto duly authorized.

LAS VEGAS SANDS CORP.

By: /s/ Sheldon G. Adelson
Sheldon G. Adelson
Chairman of the Board and
Chief Executive Officer

August 7, 2009

By: /s/ Kenneth J. Kay
Kenneth J. Kay
Chief Financial Officer

August 7, 2009

LAS VEGAS SANDS CORP.

EXHIBIT INDEX

Exhibit No.	Description of Document
10.1	Employment Agreement, dated as of July 10, 2009, among Las Vegas Sands Corp., Las Vegas Sands, LLC and Robert G. Goldstein.
10.2	Form of Nonqualified Stock Option Agreement under the Company's 2004 Equity Award Plan.
31.1	Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	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.
32.2	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.

Exhibit 10.1

LAS VEGAS SANDS CORP.
LAS VEGAS SANDS, LLC
3355 Las Vegas Boulevard South
Las Vegas, Nevada 89109

July 10 , 2009

Robert G. Goldstein
c/o Las Vegas Sands Corp.
3355 Las Vegas Boulevard South
Las Vegas, Nevada 89109

Re: Terms of Continued Employment

Dear Robert:

This letter agreement (this " Agreement ") sets forth the terms and conditions of your continued employment with Las Vegas Sands Corp., a Nevada corporation (" LVSC "), and Las Vegas Sands, LLC, a wholly-owned subsidiary of LVSC (together with LVSC, the " Company "), as mutually agreed upon by you and the Company. For valuable consideration and intending to be legally bound, the parties agree as follows:

1. Prior Employment Agreement . Effective as of the date hereof (the " Effective Date "), the employment agreement between the Company and you, dated as of November 18, 2004, which became effective as of the date of the first initial public offering of the shares of LVSC common stock (the " Employment Agreement "), shall terminate and be of no further force and effect; provided, that you shall not forfeit your right to any Incentive Award (as defined in the Employment Agreement) that is outstanding as of the Effective Date. Effective as of the Effective Date, except as provided in the preceding sentence, this Agreement will constitute the entire agreement between the Company and you with respect to your terms and conditions of employment. For the sake of clarity, your Incentive Awards that are outstanding as of the Effective Date are set forth on Annex A .

2. Duties and Responsibilities .

(a) You shall serve in the capacity of and have such powers, duties and responsibilities as are generally associated with the office of Executive Vice President of the Company and President of Venetian Casino Resort, LLC (the " Venetian "). In this capacity, you shall report directly to the Company's Chief Operating Officer, which is subject to change at the Company's sole discretion.

(b) From and after the Effective Date, in the event the Company fails to maintain you as an executive officer of the Company, reduces the Base Salary (as defined below), or materially changes the duties and responsibilities of your office that would cause your position to have less dignity, importance or scope than intended at the Effective Date, including but not limited to changes to scope and duties which occur solely as a result of a transaction in which the Company becomes a subsidiary of another company, you may voluntarily terminate your employment with the Company without further restrictions or liability; provided, that the

restrictions set forth in Sections 18 and 19 below shall continue to apply following such termination of employment.

3. Business Travel . You shall be entitled to travel First Class on commercial airlines on all Company business trips. Further, at the Company's sole cost and expense, your spouse may accompany you on at least two trips to Asia each year during the Initial Term.

4. Performance . You covenant and agree to faithfully and diligently perform all of the duties of your employment, devoting your full business and professional time, attention, energy and ability to promote the business interests of the Company and the Venetian. You further agree that during the period of your employment with the Company, you will not engage in any other business or professional pursuit whatsoever unless the Board of Directors of the Company (the " Board ") shall consent thereto in writing; provided, however, that the foregoing shall not preclude you from engaging in civic, charitable, or religious activities or from devoting a reasonable amount of time to private investments that do not unreasonably interfere or conflict with the performance of your duties under this Agreement.

5. Term . The term of your employment under this Agreement shall commence as of the Effective Date and shall expire on December 31, 2011 (the " Initial Term "), unless sooner terminated as provided under the terms of this Agreement. Upon the scheduled expiration of the Initial Term, your employment may thereafter only be extended upon the express mutual written agreement of both you and the Company.

6. Licensing Requirement . You are presently licensed as a casino key employee (the " License ") by the Nevada Gaming Commission and the Nevada State Gaming Control Board and any other gaming authority with jurisdiction over the Company or its affiliates (collectively, the " Gaming Authorities "), pursuant to the provisions of applicable Nevada gaming laws and the regulations of the Nevada Gaming Commission and the gaming laws and regulations of the jurisdictions of such other Gaming Authorities. You agree, at the Company's sole cost and expense, to cooperate with the Gaming Authorities to maintain the License in full force and effect and in good standing.

7. Base Salary and Annual Bonus .

(a) Beginning as of the Effective Date and throughout the duration of the Initial Term, you shall receive a base annual salary of $1,500,000 (the " Base Salary "), payable in substantially equal installments every two weeks or otherwise in accordance with the regular payroll practices of the Company.

(b) Although you shall not be entitled to receive a merit increase or other review of the Base Salary during the Initial Term, in addition to Base Salary, you shall be eligible to receive a cash bonus in the sole discretion of the Company in each of the 2010 and 2011 calendar years (the " Discretionary Incentive Bonus "). The maximum amount of each Discretionary Incentive Bonus shall be $250,000. The Discretionary Incentive Bonus, if any, shall be subject to the actual annual achievement of the Company's goals and objectives and may be adjusted based upon such results, in all cases at the sole discretion of the Company. Any Discretionary Incentive Bonus, if any, shall be payable when annual bonuses are otherwise generally paid in 2010 and 2011 to other senior executives of the Company. It is contemplated that, if the Company continues to prosper, you will be paid a Discretionary Incentive Bonus, however, you shall not

have any enforceable right to receive a Discretionary Incentive Bonus except for such Discretionary Incentive Bonus as is actually paid to you by the Company.

8. Equity Award . You shall be granted a one-time award of nonqualified stock options to purchase 500,000 shares of common stock of LVSC (" Option Incentive Award ") under the LVSC 2004 Equity Award Plan (the " Plan "). The Option Incentive Award will vest (i) as to 250,000 of the shares subject thereto on January 1, 2010, and (ii) as to 250,000 of the shares subject thereto on January 1, 2011, subject to your continued employment with the Company on each applicable vesting date, except as otherwise provided below. The exercise price of the Option Incentive Award shall be equal to the Fair Market Value (as defined in the Plan) of LVSC's common stock on the date of grant of the Option Incentive Award. Except as otherwise provided herein, the Option Incentive Award shall otherwise be subject to the terms and conditions of the Plan and the Company's form of stock option agreement for its senior executives.

9. Employee Benefit Plans . During the Initial Term and any renewal, you shall be entitled to participate in any fringe group health, medical, dental, hospitalization, life, accident insurance or other welfare plans, and any tax-qualified pension, tax-qualified profit sharing or tax-qualified retirement plans, which may be placed in effect or maintained by the Company for the benefit of its employees generally, or for its senior executives subject to all restrictions and limitations contained in such plans or established by governmental regulation. In addition to the foregoing, you shall be entitled to participate in such executive retirement and capital accumulation plans as may be established, sponsored or maintained by the Company and in effect from time to time for the benefit of its senior executives.

10. Expense Reimbursement . You are authorized to incur such reasonable expenses as may be necessary for the performance of your duties hereunder in accordance with the policies of the Company established and in effect from time to time and, except as may be otherwise agreed, the Company will reimburse you for all such authorized expenses upon submission of an itemized accounting and substantiation of such expenditures adequate to secure for the Company a tax deduction for the same, in accordance with applicable Internal Revenue Service guidelines.

11. Vacations and Holidays . You shall be entitled to vacations and holidays as provided in the Company's Flex Day Plan as in effect from time to time, but no less than four (4) weeks of paid vacation leave per year, at such times as may be requested by you and approved by the Company. No more than three (3) weeks of vacation shall be taken consecutively. Up to two (2) weeks of unused vacation leave may be carried over to the following year.

12. Termination by the Company . The Company may terminate your employment hereunder for Cause (as defined below). The Company may terminate your employment without Cause (and other than due to death or Disability (as defined below)) upon 30 days advance written notice.

(a) In the event the Company terminates your employment for Cause, you shall be entitled to receive: (i) Base Salary at the rate in effect at the time of the termination through the date of termination of employment; (ii) reimbursement for expenses incurred, but not paid prior to such termination of employment, subject to the receipt of supporting information by the Company; and (iii) such other compensation and benefits as may be provided in applicable plans and programs of the Company, according to the terms and conditions of such plans and programs.

(b) In the event that the Company terminates your employment without Cause (and other than due to death or Disability), you shall be entitled to receive: (i) continuation of Base Salary for 12 months following termination of employment (or, if shorter, the remainder of the Initial Term); (ii) reimbursement for expenses incurred, but not paid prior to such termination of employment, subject to the receipt of supporting information by the Company; and (iii) such other compensation and benefits as may be provided in applicable plans and programs of the Company, according to the terms and conditions of such plans and programs.

(c) " Cause ," as used above, shall mean: (i) conviction of a felony, misappropriation of any material funds or material property of the Company, its subsidiaries or affiliates; (ii) commission of fraud or embezzlement with respect to the Company, its subsidiaries or affiliates; (iii) any material act of dishonesty relating to your employment by the Company resulting in direct or indirect personal gain or enrichment at the expense of the Company, its subsidiaries or affiliates; (iv) use of alcohol or drugs that renders you materially unable to perform the functions of your job or carry out your duties to the Company; (v) a material breach of this Agreement by you; (vi) committing any act or acts of serious and willful misconduct (including disclosure of confidential information) that is likely to cause a material adverse effect on the business of the Company, its subsidiaries or affiliates; or (vii) the withdrawal with prejudice, denial, revocation or suspension of the License by the Gaming Authorities; provided, that, with respect to (iv), (v) and (vii) above, the Company shall have first provided you with written notice stating with specificity the acts, duties or directives you have committed or failed to observe or perform, and you shall not have corrected the acts or omissions complained of within thirty (30) days of receipt of such notice.

(d) Except as otherwise provided herein, the exercise and termination of the Option Incentive Award (and Incentive Awards under the Employment Agreement) shall be governed by the Plan and the applicable award agreements.

13. Termination by You . You may voluntarily terminate this Agreement and your employment with the Company upon 30 days' written notice to the Company without further restrictions or liability if there is a " Change in Control " as that term is defined in the Plan; provided, that the restrictions set forth in Sections 18 and 19 shall continue to apply following such termination of employment. You may also voluntarily terminate this Agreement and your employment with the Company upon 30 days' written notice to the Company without further restrictions or liability in the event Sheldon G. Adelson is not serving as Chief Executive Officer of the Company and Chairman of the Board; provided, that following such termination of employment, the restrictions set forth in Sections 18 and 19 shall continue to apply. Notwithstanding the immediately previous sentence and for the avoidance of doubt, Section 19(a) shall not apply if you voluntarily terminate your employment at a time when Sheldon G. Adelson is not serving as Chief Executive Officer of the Company and Chairman of the Board and an order is entered against the Company for relief under title 11 of the United States Code, 11 U.S.C. sections 101 et seq.

(a) In the case of a termination of this Agreement and your employment with the Company by you due to a Change in Control, then you shall be entitled to receive promptly following the date of such termination, (i) all accrued and unpaid Base Salary and bonus(es) through the date of termination; (ii) a lump sum payment of two (2) times the Base Salary; (iii) accelerated vesting of all equity awards (including Share Incentive Awards and Option Incentive Awards under the Employment Agreement and the Option Incentive Award under this

Agreement) so that all such awards are fully vested as of the date of termination; and (iv) continued participation in the health and welfare benefit plans of the Company and employer contributions to non-qualified retirement plans and deferred compensation plans, if any, for two years following the date of termination; provided, that the Company's obligation to provide such benefits shall cease at the time you and your covered dependents become eligible for comparable benefits from another employer that do not exclude any pre-existing condition of you or any covered dependent that was not excluded under the Company's health and welfare plans immediately prior to the date of termination.

(b) To the extent that the health and welfare benefits provided for in Section 13(a)(iv) are not permissible after termination of employment under the terms of the benefit plans of the Company then in effect (and cannot be provided through the Company's paying the applicable premium for you under COBRA), the Company shall pay you such amount as is necessary to provide you, after tax, with an amount equal to the cost of acquiring, for you and your spouse and dependents, if any, on a non-group basis, for the required period, those health and other welfare benefits that would otherwise be lost to you and your spouse and dependents as a result of your termination. Any amount payable under this Section 13(b) shall be determined as soon as practicable following termination of employment and shall be paid to you within 60 days following termination of employment.

(c) In the event you voluntarily terminate this Agreement and your employment with the Company due to Sheldon G. Adelson not serving as Chief Executive Officer of the Company and Chairman of the Board, you shall be entitled to receive: (i) Base Salary at the rate in effect at the time of the termination through the date of termination of employment; (ii) reimbursement for expenses incurred, but not paid prior to such termination of employment, subject to the receipt of supporting information by the Company; and (iii) such other compensation and benefits as may be provided in applicable plans and programs of the Company, according to the terms and conditions of such plans and programs.

(d) Except as otherwise provided herein, the exercise and termination of the Option Incentive Award (and Incentive Awards under the Employment Agreement) shall be governed by the Plan and the applicable award agreements.

14. Termination Due to Death or Disability . Your employment hereunder shall terminate upon the occurrence of your death. The Company may terminate your employment due to Disability.

(a) In the event of a termination of your employment due to your death or Disability, you or your estate, as the case may be, shall be entitled to receive: (i) continuation of Base Salary for 12 months following termination of employment (or, if shorter, the remainder of the Initial Term), less any short term disability insurance proceeds you receive during such period in the event termination of your employment is due to your Disability; (ii) accelerated vesting of all equity awards (including the Option Incentive Award and Incentive Awards under the Employment Agreement) such that the portion of each such award that would have vested during the twelve (12) month period following the date of termination had you remained employed during such period shall be immediately vested as of the date of termination; (iii) reimbursement for expenses incurred, but not paid prior to such termination of employment, subject to the receipt of supporting information by the Company; and (iv) such other compensation and benefits as may

be provided in applicable plans and programs of the Company, according to the terms and conditions of such plans and programs.

(b) Except as otherwise provided herein, the exercise and termination of the Option Incentive Award (and Incentive Awards under the Employment Agreement) shall be governed by the Plan and the applicable award agreements.

(c) " Disability " as used above shall mean that, during your employment with the Company, you shall, in the opinion of an independent physician selected by agreement between the Board and you, become so physically or mentally incapacitated that you are unable to perform the duties of your employment for an aggregate of 180 days in any 365 day consecutive period or for a continuous period of six (6) consecutive months.

15. Accelerated Vesting of Equity at End of Initial Term . If you remain continuously employed with the Company through the expiration of the Initial Term, then upon termination of your employment with the Company at or following expiration of the Initial Term, you shall be entitled to receive accelerated vesting of all Incentive Awards set forth on Annex A , and the Option Incentive Award, so that all such awards shall be fully vested as of the date of termination of your employment. Except as otherwise provided herein, the exercise and termination of the Option Incentive Award (and Incentive Awards under the Employment Agreement) shall be governed by the Plan and the applicable award agreements, provided, that for the avoidance of doubt, in the event your employment terminates (other than (i) by the Company for Cause, or (ii) due to death or Disability) at or following expiration of the Initial Term, you shall have not more than 90 days following termination of your employment to exercise the vested portion of the Incentive Awards.

16. Timing of Certain Payments . Subject to Sections 17 and 20: (a) any amounts payable under Sections 12(a)(i), 13(a)(i) or 13(c)(i) shall be paid as soon as practicable, and in any event within 30 days following termination of employment; and (b) any reimbursements for expenses incurred under Sections 12(a)(ii), 12(b)(ii), 13(c)(ii) or 14(a)(iii) (to the extent such reimbursements are treated as deferred compensation subject to Section 409A) shall be paid as soon as practicable following submission of the claims but in any event not later than the third calendar year following the calendar year in which your separation from service occurs.

17. Release . Notwithstanding any other provision of this Agreement to the contrary, you acknowledge and agree that any and all payments to which you are entitled under Sections 12, 13, 14 or 15 are conditional upon and subject to your execution of the General Release and Covenant Not to Sue in the form attached hereto as Exhibit A (which form may be reasonably modified to reflect changes in the law), of all claims you may have against the Company and its directors, officers and affiliates, except as to matters covered by provisions of this Agreement that expressly survive the termination of this Agreement. You shall execute and deliver such General Release and Covenant Not to Sue within 60 days following termination of employment, and, except as otherwise provided in Section 20, any payments that are subject to the execution of such General Release and Covenant Not to Sue shall commence to be paid on the 61st day following termination of employment.

18. Confidentiality . You agree that you will hold in strictest confidence and, without the prior express written approval of the Board, will not disclose to any person, firm, corporation or other

entity, any confidential information which you have acquired or may hereafter acquire during your employment by the Company pertaining to the business or affairs of the Company or any of its subsidiaries or affiliates, including but not limited to (a) proprietary information or other documents concerning the Company's or its subsidiaries' or affiliates' policies, prices, systems, methods of operation, contractual arrangements, customers or suppliers; (b) the Company's or its subsidiaries' or affiliates' marketing methods, credit and collection techniques and files; or (c) the Company's or its subsidiaries' or affiliates' trade secrets and other "know how" or information concerning its business and affairs not of a public nature. The covenant and agreement set forth in this Section shall apply during your employment by the Company and shall survive termination of this Agreement, and your employment hereunder, for any reason and shall remain binding upon you without regard to the passage of time or other events.

19. Restrictive Covenant . You acknowledge and recognize the highly competitive nature of the businesses of the Company and its subsidiaries and affiliates and accordingly agrees as follows:

(a) Except as specifically provided in Section 13, 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 directly or indirectly, either as principal, agent, employee, consultant, partner, officer, director, shareholder, or in any other individual or representative capacity, own, manage, finance, operate, control or otherwise engage or participate in any manner or fashion in, any hotel or casino in (i) Clark County, Nevada (including, without limitation, the City of Las Vegas), (ii) the Macau Special Administrative Region of The People's Republic of China, (iii) Bethlehem, Pennsylvania or (iv) 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. For the avoidance of doubt, and as discussed between the Chair of the Compensation Committee of the Board and you prior to the date hereof, the foregoing is not intended to prevent you from providing consulting services to investment banks or other financial firms doing business with entities in the hotel, casino, retail or hospitality industries during the Restriction Period; provided that you may not provide consulting services to investment banks or other financial firms on matters relating to hotels or casinos doing business in the locations specified in clauses (i) — (iv) in the prior sentence.

(b) In addition to, and not in limitation of, the provisions of Section 19(a), you agree, for the benefit of the Company and its affiliates, that during the Restriction Period, you shall not, directly or indirectly, either as principal, agent, employee, consultant, partner, officer, director, shareholder, or in any other individual or representative capacity, on your behalf or any other person or entity other than the Company or its affiliates (i) solicit or induce, or attempt to solicit or induce, directly or indirectly, any person who is, or during the six months prior to the termination of your employment with the Company was, an employee or agent of, or consultant to, the Company or any of its affiliates to terminate its, his or her relationship therewith, or (ii) hire or engage any person who is, or during the six months prior to the termination of your employment with the Company was, an employee, agent of or consultant to the Company or any of its affiliates.

(c) You understand that the provisions of this Section 19 may limit your ability to earn a livelihood in a business similar to the business of the Company but you nevertheless agree and hereby acknowledge that (i) such provisions do not impose a greater restraint than is necessary to protect the goodwill or other business interests of the Company, (ii) such provisions

contain reasonable limitations as to time and scope of activity to be restrained, (iii) such provisions are not harmful to the general public, (iv) such provisions are not unduly burdensome to you, and (v) the consideration provided hereunder is sufficient to compensate you for the restrictions contained in this Section 19. In consideration of the foregoing and in light of your education, skills and abilities, you agree that you shall not assert that, and it should not be considered that, any provisions of Section 19 otherwise are void, voidable or unenforceable or should be voided or held unenforceable.

(d) It is expressly understood and agreed that although you and the Company consider the restrictions contained in this Section 19 to be reasonable, if a judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against you, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

(e) In the event that you violate any of the restrictive covenants set forth in Sections 19(a) or 19(b), in addition to any other remedy which may be available (i) at law or in equity, (ii) pursuant to any other provision of this Agreement or (iii) pursuant to any applicable equity award agreement, all outstanding stock options to purchase shares of LVSC and other unvested equity awards granted to you shall be automatically forfeited effective as of the date on which such violation first occurs.

20. Section 409A .

(a) For purposes of this Agreement, " Section 409A " means Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (and such other Treasury or Internal Revenue Service guidance) as in effect from time to time. In addition, for purposes of this Agreement, with respect to payments of any amounts that are considered to be "deferred compensation" subject to Section 409A, references to "termination of employment" (and substantially similar phrases) shall be interpreted and applied in a manner that is consistent with the requirements of Section 409A.

(b) It is intended that the provisions of this Agreement comply with Section 409A, and all provisions of this Agreement shall be construed and interpreted in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. In this regard, the provisions of this Section 20 shall only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Section 409A. In light of the uncertainty as of the date hereof with respect to the proper application of Section 409A, the Company and you agree to negotiate in good faith to make amendments to this Agreement as the parties mutually agree are necessary or desirable to avoid the imposition of taxes or penalties under Section 409A. Notwithstanding the foregoing, you shall be solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on or for your account in connection with this Agreement (including any taxes and penalties under Section 409A), and

neither the Company nor any affiliate shall have any obligation to indemnify or otherwise hold you (or any beneficiary) harmless from any or all of such taxes or penalties.

(c) Except as permitted under Section 409A, any deferred compensation that is subject to Section 409A and is payable to or for your benefit under any Company-sponsored plan, program, agreement or arrangement may not be reduced by, or offset against, any amount owing by you to the Company.

(d) Notwithstanding anything in this Agreement to the contrary, in the event that you are deemed to be a "specified employee" within the meaning of Section 409A(a)(2)(B)(i), no payments under Sections 12, 13 or 14 that are "deferred compensation" subject to Section 409A shall be made to you prior to the date that is six (6) months after the date of your "separation from service" (within the meaning of Section 409A, without application of any alternative definitions permitted thereunder) or, if earlier, your date of death. Following any applicable six (6) month delay, all such delayed payments will be paid in a single lump sum on the earliest permissible payment date. In addition, for a period of six months following the date of separation from service, to the extent that the Company reasonably determines that any of the benefit plan coverages described in Section 13 may not be exempt from U.S. federal income tax, you shall in advance pay to the Company an amount equal to the stated taxable cost of such coverages for six months. At the end of such six-month period, you shall be entitled to receive from the Company a reimbursement of the amounts paid by you for such coverages.

(e) For purposes of Section 409A, each of the payments that may be made under the Agreement are designated as separate payments.

(f) To the extent that any reimbursements pursuant to Section 10 or 21 are taxable to you, any such reimbursement payment due to you shall be paid to you as promptly as practicable, and in all events on or before the last day of your taxable year following the taxable year in which the related expense was incurred. Any such reimbursements are not subject to liquidation or exchange for another benefit and the amount of such benefits and reimbursements that you receive in one taxable year shall not affect the amount of such benefits or reimbursements that you receive in any other taxable year.

21. Miscellaneous .

(a) Assignment and Assumption . This Agreement is personal to you and shall not be assignable by you otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by your legal representatives. This Agreement shall inure to the benefit of and be binding upon the Company and its successors. The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. As used in this Agreement, " Company " shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, or otherwise.

(b) Notices . All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if sent via a national overnight courier service or by certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

If to you, to:

Robert G. Goldstein

If to the Company, to:

Las Vegas Sands Corp.
3355 Las Vegas Boulevard South
Las Vegas, Nevada 89109
Attn: General Counsel

With a copy to:

Charles D. Forman
Director, Member of the Compensation Committee
300 First Avenue
Needham, Massachusetts 02494

or to such other address as any party shall request of the others by giving notice in accordance with this Section.

(c) Waiver of Provisions . The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

(d) Severability; Integration . If any provision of this Agreement shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Agreement shall not be affected thereby. Subject to Section 1, this Agreement constitutes the entire agreement between the parties as of the date hereof and supersedes all previous agreements and understandings between the parties with respect to the subject matter hereof including the Employment Agreement.

(e) Governing Law . This Agreement shall be governed by and construed and interpreted in accordance with the laws of Nevada, without reference to the principles of conflict of laws thereof. Any action to enforce this Agreement must be brought in a court situated in Clark County, Nevada. Each party hereby waives the right to claim that any such court is an inconvenient forum for the resolution of any such action.

(f) JURY TRIAL WAIVER . THE PARTIES EXPRESSLY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL IN THE EVENT ANY ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR YOUR EMPLOYMENT WITH THE COMPANY IS LITIGATED OR HEARD IN ANY COURT.

(g) Dispute Resolution .

(i) You acknowledge and agrees that the Company's remedies at law for a breach or threatened breach of any of the provisions of Sections 18 or 19 herein would be inadequate and, in recognition of this fact, you agree that, in the event of such a breach or threatened breach, in addition to any remedies at law, the Company, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy which may then be available. In addition, and without limiting Section 19(e) hereof, the Company shall be entitled to immediately cease paying any amounts remaining due or providing any benefits (including the vesting of equity) to you pursuant to Sections 12, 13, 14 or 15 if you have violated any provision of Section 18 or 19. Any controversy or claim arising out of or relating to Sections 18 or 19 of this Agreement (or the breach thereof) shall be settled by a state or federal court located in Las Vegas, Nevada.

(ii) Any controversy or claim arising out of or related to any provision of this Agreement other than Sections 18 or 19 shall be settled by final, binding and non-appealable arbitration in Las Vegas, Nevada. Subject to the following provisions, the arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association (the " AAA ") then in effect. The arbitration shall be conducted by a panel of three arbitrators. One of the arbitrators shall be appointed by the Company, one shall be appointed by me and the third shall be appointed by the first two arbitrators. If the first two arbitrators cannot agree on the third arbitrator within thirty (30) days of the appointment of the second arbitrator, then the third arbitrator shall be selected from a list of seven arbitrators selected by the AAA, each of whom shall be experienced in the resolution of disputes under employment agreements for executive officers of major corporations. From the list of seven arbitrators selected by the AAA, one arbitrator shall be selected by each party striking in turn with the party to strike first being chosen by a coin toss. Any award entered by the arbitrators shall be final, binding and non-appealable and judgment may be entered thereon by either party in accordance with applicable law in any court of competent jurisdiction. This arbitration provision shall be specifically enforceable. The arbitrators shall have no authority to modify any provision of this Agreement or to award a remedy for a dispute involving this Agreement other than a benefit specifically provided under or by virtue of the Agreement. The Company shall be responsible for all of the fees of the AAA and the arbitrators (if applicable).

(iii) If you prevail on any material issue which is the subject of an arbitration or litigation, as applicable, the Company shall reimburse one hundred percent (100%) of your reasonable legal fees and expenses. Otherwise, subject to Section 21(g)(ii), each party shall be responsible for its own expenses relating to the conduct of the arbitration or litigation, as applicable (including reasonable attorneys' fees and expenses).

(iv) The arbitrators shall render an award and written opinion explaining the award.

(v) The hearing and arbitration proceedings (as well as any resulting judicial proceedings seeking to enforce or vacate any arbitration award) shall be conducted in a confidential manner and both the conduct and the results of the arbitration shall be kept confidential by the parties. The arbitrators shall be advised of the confidentiality of the proceedings and any award and decision of the arbitrators shall be written in such a way as to protect the confidentiality of personal information or information made (or recognized as) confidential by this Agreement or recognized as confidential by any confidentiality agreement.

(vi) In the event of litigation to secure provisional relief, or to enforce, confirm or review an arbitration award under this Agreement, any such court action shall be brought under seal to the extent permitted by the court in order to maintain the confidentiality of the matter as well as the confidentiality of the arbitration, the decision and award, any personal information and the confidentiality of any information which any party is required to keep confidential pursuant to this Agreement or any other agreement involving the parties. Each party to any such judicial action shall make every effort in any pleadings filed with the court and in his or its conduct of any court litigation to maintain the confidentiality of any personal information and any information which any party is required to keep confidential pursuant to this Agreement or any other agreement involving the parties. To this end, the court shall, *inter alia* , be informed of the confidentiality obligations of this Agreement and shall be requested that any decision, opinion or order issued by the court be written in such a manner as to protect the confidentiality of any information which is required to be kept confidential pursuant to this Agreement or any other agreement involving the parties.

(h) Withholding Taxes . The Company may withhold from any amounts payable under this Agreement such Federal, state and local taxes as may be required to be withheld pursuant to any applicable law or regulation.

(i) Continuation of Employment . Unless the parties otherwise agree in writing, continuation of your employment with the Company beyond the expiration of the Initial Term shall be deemed an employment at will and shall not be deemed to extend any of the provisions of this Agreement, and your employment may thereafter be terminated "at will" by you or the Company.

(j) No Waiver . The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(k) No Mitigation . You shall not be required to mitigate the value of any payments or benefits contemplated by this Agreement, nor shall any such benefits be reduced from any earnings or benefits that you may receive from any other source.

(l) Survival . Sections 18 and 19 shall survive and continue in full force and effect in accordance with their terms notwithstanding the termination of this Agreement and your employment for any reason.

(m) Amendments . This Agreement may not be amended, changed or modified except by a written document signed by each of the parties to this Agreement.

(n) Headings . Section headings in this Agreement are included for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

(o) Counterparts . This Agreement may be executed in several counterparts, each of which shall be considered an original, but which when taken together, shall constitute one agreement.

Please indicate your understanding and acceptance of this Agreement by executing both copies below, and retaining one fully executed original for your files and returning one fully executed original to the Company.

Very truly yours,

LAS VEGAS SANDS CORP.

By: /s/ Sheldon G. Adelson
Name: Sheldon G. Adelson
Title: Chairman of the Board and Chief Executive Officer

LAS VEGAS SANDS, LLC

By: /s/ Sheldon G. Adelson
Name: Sheldon G. Adelson
Title: Chairman of the Board and Treasurer

I hereby accept the terms of this Agreement and agree to abide by the provisions hereof:

/s/ Robert G. Goldstein
Robert G. Goldstein

Date: July 10, 2009

Signature page to letter agreement from Las Vegas Sands Corp. and Las Vegas Sands, LLC to Robert G. Goldstein

Annex A

Outstanding Incentive Awards

See attached.

Exhibit A

General Release and
Covenant Not to Sue

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW that:

Robert G. Goldstein (" Executive "), on Executive's own behalf and on behalf of Executive's descendants, dependents, heirs, executors and administrators and permitted assigns, past and present, in consideration for the amounts payable and benefits to be provided to Executive under that letter agreement dated as of [_____], 2009 (the " Letter Agreement ") by and among Executive, Las Vegas Sands Corp. (" LVSC "), a Nevada corporation, and Las Vegas Sands LLC, a wholly-owned subsidiary of LVSC (together with LVSC, the " Company ") does hereby covenant not to sue or pursue any litigation against, and waives, releases and discharges the Company, its assigns, affiliates, subsidiaries, parents, predecessors and successors, and the past and present shareholders, employees, officers, directors, representatives and agents of any of them (collectively, the " Company Group "), from any and all claims, demands, rights, judgments, defenses, actions, charges or causes of action whatsoever, of any and every kind and description, whether known or unknown, accrued or not accrued, that Executive ever had, now has or shall or may have or assert as of the date of this General Release and Covenant Not to Sue against the Company Group relating to his employment with the Company or the termination thereof or his service as an officer or director of any subsidiary or affiliate of the Company or the termination of such service, including, without limiting the generality of the foregoing, any claims, demands, rights, judgments, defenses, actions, charges or causes of action related to employment or termination of employment or that arise out of or relate in any way to the Age Discrimination in Employment Act of 1967 (" ADEA ," a law that prohibits discrimination on the basis of age), the National Labor Relations Act, the Civil Rights Act of 1991, the Americans With Disabilities Act of 1990, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act of 1974, the Family and Medical Leave Act, the Sarbanes-Oxley Act of 2002, all as amended, and other Federal, state and local laws relating to discrimination on the basis of age, sex or other protected class, all claims under Federal, state or local laws for express or implied breach of contract, wrongful discharge, defamation, intentional infliction of emotional distress, and any related claims for attorneys' fees and costs; provided , however , that nothing herein shall release the Company from any of its obligations to Executive under the Letter Agreement (including, without limitation, its obligation to pay the amounts and provide the benefits upon which this General Release and Covenant Not to Sue is conditioned) or any rights Executive may have to indemnification under any charter or by-laws (or similar documents) of any member of the Company Group or any insurance coverage under any directors and officers insurance or similar policies.

Executive further agrees that this General Release and Covenant Not to Sue may be pleaded as a full defense to any action, suit or other proceeding covered by the terms hereof that is or may be initiated, prosecuted or maintained by Executive or Executive's heirs or assigns. Executive understands and confirms that Executive is executing this General Release and Covenant Not to Sue voluntarily and knowingly, but that this General Release and Covenant Not to Sue does not affect Executive's right to claim otherwise under ADEA. In addition, Executive shall not be precluded by this General Release and Covenant Not to Sue from filing a charge with any relevant Federal, state or local administrative agency, but Executive agrees to waive

Executive's rights with respect to any monetary or other financial relief arising from any such administrative proceeding.

In furtherance of the agreements set forth above, Executive hereby expressly waives and relinquishes any and all rights under any applicable statute, doctrine or principle of law restricting the right of any person to release claims that such person does not know or suspect to exist at the time of executing a release, which claims, if known, may have materially affected such person's decision to give such a release. In connection with such waiver and relinquishment, Executive acknowledges that Executive is aware that Executive may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that Executive now knows or believes to be true, with respect to the matters released herein. Nevertheless, it is the intention of Executive to fully, finally and forever release all such matters, and all claims relating thereto, that now exist, may exist or theretofore have existed, as specifically provided herein. The parties hereto acknowledge and agree that this waiver shall be an essential and material term of the release contained above. Nothing in this paragraph is intended to expand the scope of the release as specified herein.

This General Release and Covenant Not to Sue shall be governed by and construed in accordance with the laws of the State of Nevada, applicable to agreements made and to be performed entirely within such State.

To the extent that Executive is forty (40) years of age or older, this paragraph shall apply. Executive acknowledges that Executive has been offered a period of time of at least twenty-one (21) days to consider whether to sign this General Release and Covenant Not to Sue, which Executive has waived, and the Company agrees that Executive may cancel this General Release and Covenant Not to Sue at any time during the seven (7) days following the date on which this General Release and Covenant Not to Sue has been signed by all parties to this General Release and Covenant Not to Sue. In order to cancel or revoke this General Release and Covenant Not to Sue, Executive must deliver to the General Counsel of the Company written notice stating that Executive is canceling or revoking this General Release and Covenant Not to Sue. If this General Release and Covenant Not to Sue is timely cancelled or revoked, none of the provisions of this General Release and Covenant Not to Sue shall be effective or enforceable and the Company shall not be obligated to make the payments to Executive or to provide Executive with the other benefits described in the Letter Agreement and all contracts and provisions modified, relinquished or rescinded hereunder shall be reinstated to the extent in effect immediately prior hereto.

Executive acknowledges and agrees that Executive has entered into this General Release and Covenant Not to Sue knowingly and willingly and has had ample opportunity to consider the terms and provisions of this General Release and Covenant Not to Sue.

IN WITNESS WHEREOF , the undersigned has caused this General Release and Covenant Not to Sue to be executed on this _____ day of _____, _____.

EXECUTIVE

_____

Robert G. Goldstein

Exhibit 10.2

Las Vegas Sands Corp.
2004 EQUITY AWARD PLAN

NONQUALIFIED STOCK OPTION AGREEMENT

THIS NONQUALIFIED STOCK OPTION AGREEMENT (the " Agreement "), dated as of _____, 200___(the " Date of Grant "), is made by and between Las Vegas Sands Corp., a Nevada corporation (the " Company "), and _____(the " Participant ").

RECITALS:

WHEREAS, the Company has adopted the Las Vegas Sands Corp. 2004 Equity Award Plan (the " Plan "), pursuant to which options may be granted to purchase shares of the Company's Common Stock; and

WHEREAS, the Compensation Committee of the Board of Directors of the Company (the " Committee ") has determined that it is in the best interests of the Company and its stockholders to grant to the Participant a nonqualified stock option to purchase the number of shares of the Company's Common Stock provided for herein.

NOW, THEREFORE, for and in consideration of the premises and the covenants of the parties contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Grant of Option .

The Company hereby grants on the Date of Grant to the Participant an option (the " Option ") to purchase _____shares of Common Stock (such shares of Common Stock, the " Option Shares "), on the terms and conditions set forth in this Agreement and as otherwise provided in the Plan. The Option is not intended to qualify as an incentive stock option within the meaning of Section 422 of the Code.

2. Incorporation by Reference, Etc .

The provisions of the Plan are hereby incorporated herein by reference. Except as otherwise expressly set forth herein, this Agreement shall be construed in accordance with the provisions of the Plan and any capitalized terms not otherwise defined in this Agreement shall have the definitions set forth in the Plan. The Committee shall have final authority to interpret and construe the Plan and this Agreement and to make any and all determinations under them, and its decision shall be binding and conclusive upon the Participant and his legal representative in respect of any questions arising under the Plan or this Agreement.

3. Terms and Conditions .

(a) Option Price . The price at which the Participant shall be entitled to purchase the Option Shares upon the exercise of all or any portion of the Option shall be $_____ per Option Share.

(b) Expiration Date . Subject to Section 3(d) hereof, the Option shall expire at the end of the period commencing on the Date of Grant and ending at 11:59 p.m. Eastern Standard Time on the day preceding the tenth anniversary of the Date of Grant (the " Option Period ").

(c) Exercisability of the Option.

(i) Subject to the Participant's continued employment with the Company or an Affiliate and except as may otherwise be provided herein, the Option shall become vested and exercisable as to _____(___%) of the Option Shares on each of the first through _____ anniversaries of the Date of Grant.

(ii) The Option may be exercised only by written notice, substantially in the form attached hereto as Exhibit A (or a successor form provided by the Committee) delivered in person or by mail in accordance with Section 6(a) hereof and accompanied by payment therefor. The purchase price of the Option Shares shall be paid by the Participant to the Company (i) in cash and/or shares of Common Stock valued at the Fair Market Value at the time the Option is exercised (including by means of attestation of ownership of a sufficient number of shares of Stock in lieu of actual delivery of such shares to the Company); provided , that, if deemed necessary by the Company's independent accounting firm in order to avoid an accounting charge to earnings for compensation on account of the exercise of the Option, such shares of Stock shall be Mature Shares, (ii) in the discretion of the Committee, either (A) in other property having a fair market value on the date of exercise equal to the Option Price or (B) by delivering to the Committee a copy of irrevocable instructions to a stockbroker to deliver promptly to the Company an amount of loan proceeds, or proceeds from the sale of the Option Shares, sufficient to pay the Option Price or (iii) by such other method as the Committee may allow in writing. Notwithstanding the foregoing, in no event shall a Participant be permitted to exercise an Option in the manner described in clause (ii) or (iii) of the preceding sentence if the Committee determines that exercising an Option in such manner would violate the Sarbanes-Oxley Act of 2002, as amended, or any other applicable law or the applicable rules and regulations of the Securities and Exchange Commission or the applicable rules and regulations of any securities exchange or inter dealer quotation system on which the securities of the Company or any Affiliates are listed or traded.

(d) Effect of Termination of Employment on the Option .

(i) Death/Disability . If the Participant's employment with the Company and its Affiliates terminates on account of the Participant's death or by the Company or any Affiliate due to Disability, the unvested portion of the Option shall

expire on the date of termination and the vested portion of the Option shall remain exercisable by the Participant through the earlier of (A) the expiration of the Option Period or (B) one year following the date of termination on account of death or Disability.

(ii) Termination Other than due to Death/Disability or for Cause . If the Participant's employment with the Company and its Affiliates is terminated for any reason other than on account of the Participant's death or by the Company or any Affiliate due to Disability or for Cause, the unvested portion of the Option shall expire on the date of termination and the vested portion of the Option shall remain exercisable by the Participant through the earlier of (A) the expiration of the Option Period or (B) ninety (90) days following such termination.

(iii) Termination for Cause . If the Participant's employment with the Company and its Affiliates is terminated by the Company or any Affiliate for Cause, both the unvested and the vested portions of the Option shall terminate on the date of such termination.

(e) Compliance with Legal Requirements . The granting and exercising of the Option, and any other obligations of the Company under this Agreement shall be subject to all applicable federal and state laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. The Committee, in its sole discretion, may postpone the issuance or delivery of Option Shares as the Committee may consider appropriate and may require the Participant to make such representations and furnish such information as it may consider appropriate in connection with the issuance or delivery of Option Shares in compliance with applicable laws, rules and regulations.

(f) Transferability . The Option shall not be transferable by the Participant other than by will or the laws of descent and distribution.

(g) Rights as Stockholder . The Participant shall not be deemed for any purpose to be the owner of any shares of Common Stock subject to this Option unless, until and to the extent that (i) this Option shall have been exercised pursuant to its terms, (ii) the Company shall have issued and delivered to the Participant the Option Shares, and (iii) the Participant's name shall have been entered as a stockholder of record with respect to such Option Shares on the books of the Company.

(h) Tax Withholding. Prior to the delivery of a certificate or certificates representing the Option Shares, the Participant must pay in the form of a certified check to the Company any such additional amount as the Company determines that it is required to withhold under applicable federal, state or local tax laws in respect of the exercise or the transfer of Option Shares; provided that the Committee may, in its sole discretion, allow such withholding obligation to be satisfied by any other method described in Section 12(d) of the Plan.

4. Miscellaneous .

(a) Notices . All notices, demands and other communications provided for or permitted hereunder shall be made in writing and shall be by registered or certified first-class mail, return receipt requested, telecopier, courier service or personal delivery:

if to the Company:

Las Vegas Sands Corp.
3355 Las Vegas Boulevard South
Las Vegas, Nevada 89109
Attn: Office of the General Counsel

With a copy to:

Charles D. Forman
Director, Member of the Compensation Committee
300 First Avenue
Needham, Massachusetts 02494

if to the Participant, at the Participant's last known address on file with the Company.

All such notices, demands and other communications shall be deemed to have been duly given when delivered by hand, if personally delivered; when delivered by courier, if delivered by commercial courier service; five (5) business days after being deposited in the mail, postage prepaid, if mailed; and when receipt is mechanically acknowledged, if telecopied.

(b) Severability . The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(c) No Rights to Employment . Nothing contained in this Agreement shall be construed as giving the Participant any right to be retained, in any position, as an employee, consultant or director of the Company or its Affiliates or shall interfere with or restrict in any way the right of the Company or its Affiliates, which are hereby expressly reserved, to remove, terminate or discharge the Participant at any time for any reason whatsoever.

(d) Bound by Plan . By signing this Agreement, the Participant acknowledges that he has received a copy of the Plan and has had an opportunity to review the Plan and agrees to be bound by all the terms and provisions of the Plan.

(e) Beneficiary . The Participant may file with the Committee a written designation of a beneficiary on such form as may be prescribed by the Committee and may, from time to time, amend or revoke such designation. If no designated beneficiary survives the Participant, the executor or administrator of the Participant's estate shall be deemed to be the Participant's beneficiary.

(f) Successors . The terms of this Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and of the Participant and the beneficiaries, executors, administrators, heirs and successors of the Participant.

(g) Entire Agreement .This Agreement and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersede all prior communications, representations, negotiations and agreements in respect thereto. No change, modification or waiver of any provision of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

(h) Governing Law . This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada without regard to principles of conflicts of law thereof, or principals of conflicts of laws of any other jurisdiction which could cause the application of the laws of any jurisdiction other than the State of Nevada.

(i) Headings . The headings of the Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part, of this Agreement.

(j) Signature in Counterparts . This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Remainder of page intentionally left blank; signature page to follow]

Exhibit A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first written above.

Las Vegas Sands Corp.

By: _____

Name: _____
Title: _____

_____
[Name of Participant]

A-1

EXHIBIT 31.1

LAS VEGAS SANDS CORP.

CERTIFICATION

I, Sheldon G. Adelson, certify that:

1. I have reviewed this quarterly report on Form 10-Q 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.

By: /s/ Sheldon G. Adelson
Sheldon G. Adelson
Chief Executive Officer

Date: August 7, 2009

EXHIBIT 31.2

LAS VEGAS SANDS CORP.

CERTIFICATION

I, Kenneth J. Kay, certify that:

1. I have reviewed this quarterly report on Form 10-Q 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.

By: /s/ Kenneth J. Kay
Kenneth J. Kay
Chief Financial Officer

Date: August 7, 2009

EXHIBIT 32.1

LAS VEGAS SANDS CORP.

CERTIFICATION UNDER SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q for the quarter ended June 30, 2009, 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.

By: /s/ Sheldon G. Adelson
Sheldon G. Adelson
Chief Executive Officer

Date: August 7, 2009

EXHIBIT 32.2

LAS VEGAS SANDS CORP.

CERTIFICATION UNDER SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report on Form 10-Q for the quarter ended June 30, 2009, 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.

By: /s/ Kenneth J. Kay
Kenneth J. Kay
Chief Financial Officer

Date: August 7, 2009

Acting President - Macau

From: "Murray, Patricia" <patricia.murray@venetian.com>

To: "Weaver, Stephen" <stephen.weaver@venetian.com.mo>, "DeAngelo, Len" <len.deangelo@marinabaysands.com>

Cc: "Adelson, Sheldon" <adelsons@venetian.com>, "Leven, Michael" <mike.leven@venetian.com>, "Goldstein, Robert" <rob.goldstein@venetian.com>, "Kay, Kenneth" <ken.kay@venetian.com>, "Gonzalez, Al" <al.gonzalez@venetian.com>

Date: Thu, 30 Apr 2009 01:51:16 +0000

Attachments: CV_Miguel Coder-April 24, 2009.doc (62.46 kB)

For your information, Steve Jacobs will be arriving Macau on Tuesday, May 5, 2009 to assume the role as acting President, per our previous discussions, and will be assigned to that task for the next 90-120 days. During that time you both continue to report to me with dotted lines to Steve. As mentioned previously, all casino operations report to Len, and government relations, retail and development will report to Stephen Weaver.

Steve Jacobs will be accompanied by Miguel Coder, Vice President – Operations Analysis (see attached resume), and other Corporate personnel at various time during his stay.

If you have any questions, please let me know.

/pm

Exhibit 9
Date 12-4-12
Witness LEVEN
C. Lewis #497

CONFIDENTIAL

Δ π EXHIBIT 5
Deponent Adelson
Date 2/11/13 Rptr. HL
WWW.DEPOBOOK.COM

LVS00112107

Re: Thanks

From: "Goldstein, Robert" <"/o=venetian_resort/ou=venetian/cn=recipients/cn=goldr">

To: "Jacobs, Steve" <steve.jacobs@venetian.com.mo>

Date: Fri, 15 May 2009 01:21:39 +0000

Thanks Steve. I know your task is very very hard. Hope you are holding up. Jeff has been great to work with from day one. Don't know m uch about the chinese name but maybe a nice bonus when this is over. Stay well- see you soon (in the US) best Rob

----- Original Message -----
From: Jacobs, Steve <steve.jacobs@venetian.com.mo>
To: Goldstein, Robert
Sent: Thu May 14 16:26:00 2009
Subject: Thanks

I hear you are close to a signature and am happy for you, sheldon and mike.

Also, I would be remiss if I did not say thanks for loaning macau... burge. He has performed well and continues to create momentum in everything he touches. A valuable resource... And a good man whom I am told will soon be given a the honor of a chinese name.

Steve

Exhibit 9
Date 11-6-12
Witness GOLDSTEIN
C. Lewis #497

To: Jacobs, Steve[steve.jacobs@venetian.com.mo]
From: Goldstein, Robert
Sent: Mon 6/15/2009 2:02:30 PM
Subject: Re: Mable Lee

The most exciting place. the jouse in s-hampton. Very proud of it. Nice numbers in macau btw

---

From: Jacobs, Steve <steve.jacobs@venetian.com.mo>
To: Goldstein, Robert
Sent: Mon Jun 15 06:49:57 2009
Subject: RE: Mable Lee

Oy!

Good. Just finished Bollywood. Many late nights but a terrific event for LVS. Pick up was solid.

Enjoy Lennie et al. Know there are extremely anxious.

Hang in there on the contract. Your patience is admirable.

Here you are going on vaca next week. Any place exciting.

Steve

From: Goldstein, Robert [mailto:rob.goldstein@venetian.com]
Sent: Monday, June 15, 2009 9:44 PM
To: Jacobs, Steve
Subject: Re: Mable Lee

Too many lawyers. It sure isn't a lack of willingness. How are you holding up?

From: Jacobs, Steve <steve.jacobs@venetian.com.mo>
To: Goldstein, Robert
Sent: Sun Jun 14 21:19:03 2009
Subject: RE: Mable Lee

No. Len and team are there (minus Lazzaro) as is Migel. I look forward to the post mortem.

Let me know what time works for you on the call. While I know we can not find an answer before the meeting, I know it is going to be a bone of contention so anything we can do in advance can only help.

Thanks,

Now… why have I not read about your new contract being signed? Any issues…. Or just a lengthy delivery?

Steve

From: Goldstein, Robert [mailto:rob.goldstein@venetian.com]
Sent: Monday, June 15, 2009 10:55 AM
To: Jacobs, Steve
Subject: Re: Mable Lee

Are you in town (Las Vegas) with Len et al this week? If not let's conference on the junket situation and mabel

---

From: Jacobs, Steve <steve.jacobs@venetian.com.mo>
To: Leven, Michael; Goldstein, Robert
Sent: Sun Jun 14 17:18:01 2009
Subject: Mable Lee

Rob,

As you may already be aware, Mable has left Wynn. She visited us in Singapore with one of her customers and Steve K has opened informal dialog regarding MBS. She states her track record at Wynn is 2.5 to 3 B HKD in premium play per month. While she would not be inexpensive, as we think through how to organize and staff for premium play, she (and some of her team) appear interested.

FYI, Mike, I looked on the BOD for Wynn. I think you were thinking of Linda.

Steve

To: Jacobs, Steve[steve.jacobs@venetian.com.mo]
From: Goldstein, Robert
Sent: Wed 7/15/2009 10:17:18 PM
Subject: RE: MCL ... Congrats

I believe it gets done....

-----Original Message-----
From: Jacobs, Steve [mailto:steve.jacobs@venetian.com.mo]
Sent: Wednesday, July 15, 2009 12:51 PM
To: Goldstein, Robert
Subject: Re: MCL ... Congrats

My deal goes to Sheldon (round two) this week. Is either agreed or not by the end of the month as the A1 goes early august.

Regarding LC Ming I can file locally against the junket and there is a very high liklihood that we will collect as the DICJ will pull their liscense. As he now has bad debt with more than LVS, we are quickly coming to the point where accruing and filing is our only option. And as for partial repayment, over the last two months he has played and lost over 10M. We are being played... And it's not on our tables.

Let me know if you would like me to reach out for collections as well. More than happy to have a direct conversation.

Steve

----- Original Message -----
From: Goldstein, Robert <rob.goldstein@venetian.com>
To: Jacobs, Steve
Sent: Wed Jul 15 22:50:33 2009
Subject: Re: MCL ... Congrats

Thanks. What is your situation? As for cml it sounds dire. Will ask larry chiu to reach out to him. How about the other guys on the credit? Nothing there?

----- Original Message -----
From: Jacobs, Steve <steve.jacobs@venetian.com.mo>
To: Goldstein, Robert
Sent: Wed Jul 15 07:44:32 2009
Subject: MCL ... Congrats

Rob,

Glad to hear the contract is executed. Congradulations.

LCMing. You or I should reach out one last time. If he doesn't repay then I think we need to turn it over to legal.

Thoughts?

To: Jacobs, Steve[steve.jacobs@venetian.com.mo]
From: Goldstein, Robert
Sent: Mon 7/20/2009 1:15:40 AM
Subject: Re: When can we chat abou LCM?

I have no delusions about my contract and stock price. Very pleased to see it move north predicated on fixing the covenants and bella. This stock and more importantly this co could actually prosper I know everyone acts as if your deal is a fait accompli,,,, but I don't know why this can't be just finished. Let's talk tomorrow

----- Original Message -----
From: Jacobs, Steve <steve.jacobs@venetian.com.mo>
To: Goldstein, Robert
Sent: Sun Jul 19 17:39:35 2009
Subject: RE: When can we chat abou LCM?

Rob,

I will call you as prescribed... and will send you the time when I get some insight into our Bella meetings Tuesday am.

Congrats on your offer. Shame it occurred the same day as the leak on the amendment else you could have been one of the few that could have pointed to the stock price and said... "see" (and even if it the price had not gone up... I would have bought my ten shares!).

As for the LVS offer, no news yet. Mike is to call later today/tomorrow... but either way I will finish turning Macau before I go... and you will be in great shape for the IPO.

Have a great evening.

Steve

-----Original Message-----
From: Goldstein, Robert [mailto:rob.goldstein@venetian.com]
Sent: Monday, July 20, 2009 7:44 AM
To: Jacobs, Steve
Subject: Re: When can we chat abou LCM?

Be in las vegas monday thru thursday. How about tomorrow evening las vegas time? You tell me when. I made my deal. You?

----- Original Message -----
From: Jacobs, Steve <steve.jacobs@venetian.com.mo>
To: Goldstein, Robert
Sent: Sun Jul 19 16:00:09 2009
Subject: When can we chat abou LCM?

PWRW&G COMMENTS 6/8/2009

June __, 2009

Robert G. Goldstein
c/o Las Vegas Sands Corp.
3355 Las Vegas Blvd. South
Las Vegas, Nevada 89109

Re: Terms of Continued Employment

Dear Robert:

This letter agreement (this "Agreement") sets forth the terms and conditions of your continued employment with Las Vegas Sands Corp., a Nevada corporation ("LVSC"), and Las Vegas Sands, LLC, a wholly-owned subsidiary of LVSC (together with LVSC, the "Company"), as mutually agreed upon by you and the Company. For valuable consideration and intending to be legally bound, the parties agree as follows:

1. Prior Employment Agreement. Effective as of the date hereof (the "Effective Date"), the employment agreement between the Company and you, dated as of November 18, 2004, which became effective as of the date of the first initial public offering of the shares of LVSC common stock (the "Employment Agreement"), shall terminate and be of no further force and effect; provided, that you shall not forfeit your right to any Incentive Award (as defined in the Employment Agreement) that is outstanding as of the Effective Date. Effective as of the Effective Date, except as provided in the preceding sentence, this Agreement will constitute the entire agreement between the Company and you with respect to your terms and conditions of employment. For the sake of clarity, your Incentive Awards that are outstanding as of the Effective Date are set forth on Annex A.

2. Duties and Responsibilities.

(a) You shall serve in the capacity of and have such powers, duties and responsibilities as are generally associated with the office of Executive Vice President of the Company and President of Venetian Casino Resort, LLC (the "Venetian"). In this capacity, you shall report directly to the Company's Chief Operating Officer, which is subject to change at the Company's sole discretion.

(b) From and after the Effective Date, in the event the Company fails to maintain you as an executive officer of the Company, reduces the Base Salary (as defined below), or materially changes the duties and responsibilities of your office that would cause your position to have less dignity, importance or scope than intended at the Effective Date, including but not limited to changes to scope and duties which occur solely as a result of a transaction in which the Company becomes a subsidiary of another company, you may voluntarily terminate your employment with the Company without further restrictions or liability; provided, that the restrictions set forth in Sections 18 and 19 below shall continue to apply following such termination of employment.

3. Business Travel. You shall be entitled to travel on Company-owned aircraft or First Class on commercial airlines on all Company business trips. Further, at the Company's sole cost and expense, your spouse may accompany you on at least two trips to Asia each year during the Initial Term.

4. Performance. You covenant and agree to faithfully and diligently perform all of the duties of your employment, devoting your full business and professional time, attention, energy and ability to promote the business interests of the Company and the Venetian. You further agree that during the period of your employment with the Company, you will not engage in any other business or professional pursuit whatsoever unless the Board of Directors of the Company (the "Board") shall consent thereto in writing; provided, however, that the foregoing shall not preclude you from engaging in civic, charitable, or religious activities or from devoting a reasonable amount of time to private investments that do not unreasonably interfere or conflict with the performance of your duties under this Agreement.

5. Term. The term of your employment under this Agreement shall commence as of the Effective Date and shall expire on December 31, 2011 (the "Initial Term"), unless sooner terminated as provided under the terms of this

Doc#: US1:5624467v7

Agreement. Upon the scheduled expiration of the Initial Term, your employment may thereafter only be extended upon the express mutual written agreement of both you and the Company.

6. Licensing Requirement. You are presently licensed as a casino key employee (the "License") by the Nevada Gaming Commission and the Nevada State Gaming Control Board and any other gaming authority with jurisdiction over the Company or its affiliates (collectively, the "Gaming Authorities"), pursuant to the provisions of applicable Nevada gaming laws and the regulations of the Nevada Gaming Commission and the gaming laws and regulations of the jurisdictions of such other Gaming Authorities. You agree, at the Company's sole cost and expense, to cooperate with the Gaming Authorities to maintain the License in full force and effect and in good standing.

7. Base Salary and Annual Bonus.

(a) Beginning as of the Effective Date and throughout the duration of the Initial Term, you shall receive a base annual salary of $1,250,000 (the "Base Salary"), payable in substantially equal installments every two weeks or otherwise in accordance with the regular payroll practices of the Company.

(b) Although you shall not be entitled to receive a merit increase or other review of the Base Salary during the Initial Term, in addition to Base Salary, you shall be eligible and have an enforceable right to receive a nondiscretionary bonus equal to $250,000 in each of the 2010 and 2011 calendar years, payable within the first ten (10) days of January of each such calendar year ("Guaranteed Bonus"). Further, in addition to the Base Salary and Guaranteed Bonus, in the 2010 and 2011 calendar years, you shall be eligible to receive an additional cash bonus in the sole discretion of the Company ("Discretionary Incentive Bonus"). The maximum amount of each Discretionary Incentive Bonus shall be $250,000. The Discretionary Incentive Bonus, if any, shall be subject to the actual annual achievement of the Company's goals and objectives and may be adjusted based upon such results, in all cases at the sole discretion of the Company. Any Discretionary Incentive Bonus, if any, shall be payable when annual bonuses are otherwise generally paid in 2010 and 2011 to other senior executives of the Company. It is contemplated that, if the Company continues to prosper, you will be paid a Discretionary Incentive Bonus, however, you shall not have any enforceable right to receive a Discretionary Incentive Bonus except for such Discretionary Incentive Bonus as is actually paid to you by the Company.

8. Equity Award. You shall be granted a one-time award of nonqualified stock options to purchase 500,000 shares of common stock of LVSC ("Option Incentive Award") under the LVSC 2004 Equity Award Plan (the "Plan"). The Option Incentive Award will vest (i) as to 250,000 of the shares subject thereto on January 1, 2010, and (ii) as to 250,000 of the shares subject thereto on January 1, 2011, subject to your continued employment with the Company on each applicable vesting date, except as otherwise provided below. The exercise price of the Option Incentive Award shall be equal to the Fair Market Value (as defined in the Plan) of LVSC's common stock on the date of grant of the Option Incentive Award. Except as otherwise provided herein, the Option Incentive Award shall otherwise be subject to the terms and conditions of the Plan and the Company's form of stock option agreement for its senior executives.

9. Employee Benefit Plans. During the Initial Term and any renewal, you shall be entitled to participate in any fringe group health, medical, dental, hospitalization, life, accident insurance or other welfare plans, and any tax-qualified pension, tax-qualified profit sharing or tax-qualified retirement plans, which may be placed in effect or maintained by the Company for the benefit of its employees generally, or for its senior executives subject to all restrictions and limitations contained in such plans or established by governmental regulation. In addition to the foregoing, you shall be entitled to participate in such executive retirement and capital accumulation plans as may be established, sponsored or maintained by the Company and in effect from time to time for the benefit of its senior executives.

10. Expense Reimbursement. You are authorized to incur such reasonable expenses as may be necessary for the performance of your duties hereunder in accordance with the policies of the Company established and in effect from time to time and, except as may be otherwise agreed, the Company will reimburse you for all such authorized expenses upon submission of an itemized accounting and substantiation of such expenditures adequate to secure for the Company a tax deduction for the same, in accordance with applicable Internal Revenue Service guidelines.

11. Vacations and Holidays. You shall be entitled to vacations and holidays as provided in the Company's Flex Day Plan as in effect from time to time, but no less than four (4) weeks of paid vacation leave per year, at such times as may be requested by you and approved by the Company. No more than three (3) weeks of vacation shall be taken consecutively. Up to two (2) weeks of vacation may be carried over to the following year.

12. Termination by the Company. The Company may terminate your employment hereunder for Cause (as defined below). The Company may terminate your employment without Cause (and other than due to death or Disability (as defined below)) upon 30 days advance written notice.

(a) In the event the Company terminates your employment for Cause, you shall be entitled to receive: (i) Base Salary at the rate in effect at the time of the termination through the date of termination of employment; (ii) reimbursement for expenses incurred, but not paid prior to such termination of employment, subject to the receipt of supporting information by the Company; and (iii) such other compensation and benefits as may be provided in applicable plans and programs of the Company, according to the terms and conditions of such plans and programs.

(b) In the event that the Company terminates your employment without Cause (and other than due to death or Disability), you shall be entitled to receive: (i) continuation of Base Salary for 12 months following termination of employment (or, if shorter, the remainder of the Initial Term); (ii) reimbursement for expenses incurred, but not paid prior to such termination of employment, subject to the receipt of supporting information by the Company; and (iii) such other compensation and benefits as may be provided in applicable plans and programs of the Company, according to the terms and conditions of such plans and programs.

(c) "Cause," as used above, shall mean: (i) conviction of a felony, misappropriation of any material funds or material property of the Company, its subsidiaries or affiliates; (ii) commission of fraud or embezzlement with respect to the Company, its subsidiaries or affiliates; (iii) any material act of dishonesty relating to your employment by the Company resulting in direct or indirect personal gain or enrichment at the expense of the Company, its subsidiaries or affiliates; (iv) use of alcohol or drugs that renders you materially unable to perform the functions of your job or carry out your duties to the Company; (v) a material breach of this Agreement by you; (vi) committing any act or acts of serious and willful misconduct (including disclosure of confidential information) that is likely to cause a material adverse effect on the business of the Company, its subsidiaries or affiliates; or (vii) the withdrawal with prejudice, denial, revocation or suspension of the License by the Gaming Authorities; provided, that, with respect to (iv), (v) and (vii) above, the Company shall have first provided you with written notice stating with specificity the acts, duties or directives you have committed or failed to observe or perform, and you shall not have corrected the acts or omissions complained of within thirty (30) days of receipt of such notice.

(d) Except as otherwise provided herein, the exercise and termination of the Option Incentive Award (and Incentive Awards under the Employment Agreement) shall be governed by the Plan and the applicable award agreements.

13. Termination by You. You may voluntarily terminate this Agreement and your employment with the Company upon 30 days' written notice to the Company without further restrictions or liability if there is a "Change in Control" as that term is defined in the Plan; provided, that the restrictions set forth in Sections 18 and 19 shall continue to apply following such termination of employment. You may also voluntarily terminate this Agreement and your employment with the Company upon 30 days' written notice to the Company without further restrictions or liability in the event Sheldon G. Adelson is not serving as Chief Executive Officer of the Company and Chairman of the Board (unless his current spouse is serving in such capacities); provided, that the restrictions set forth in Sections 18 and 19 (other than Section 19(a)) shall continue to apply following such termination of employment.

(a) In the case of a termination of this Agreement and your employment with the Company by you due to a Change in Control, then you shall be entitled to receive promptly following the date of such termination, (i) all accrued and unpaid Base Salary and bonus(es) through the date of termination; (ii) a lump sum payment of two (2) times the sum of (x) the Base Salary and (y) the Guaranteed Bonus payable in the year of termination; (iii) accelerated vesting of all equity awards (including Share Incentive Awards and Option Incentive Awards under the Employment Agreement and the Option Incentive Award under this Agreement) so that all such awards are fully vested as of the date of termination; and (iv) continued participation in the health and welfare benefit plans of the

Company and employer contributions to non-qualified retirement plans and deferred compensation plans, if any, for two years following the date of termination; provided, that the Company's obligation to provide such benefits shall cease at the time you and your covered dependents become eligible for comparable benefits from another employer that do not exclude any pre-existing condition of you or any covered dependent that was not excluded under the Company's health and welfare plans immediately prior to the date of termination.

(b) To the extent that the health and welfare benefits provided for in Section 13(a)(iv) are not permissible after termination of employment under the terms of the benefit plans of the Company then in effect (and cannot be provided through the Company's paying the applicable premium for you under COBRA), the Company shall pay you such amount as is necessary to provide you, after tax, with an amount equal to the cost of acquiring, for you and your spouse and dependents, if any, on a non-group basis, for the required period, those health and other welfare benefits that would otherwise be lost to you and your spouse and dependents as a result of your termination. Any amount payable under this Section 13(b) shall be determined as soon as practicable following termination of employment and shall be paid to you within 60 days following termination of employment.

(c) In the event you voluntarily terminate this Agreement and your employment with the Company due to Sheldon G. Adelson (or his current spouse) not serving as Chief Executive Officer of the Company and Chairman of the Board, you shall be entitled to receive: (i) Base Salary at the rate in effect at the time of the termination through the date of termination of employment; (ii) reimbursement for expenses incurred, but not paid prior to such termination of employment, subject to the receipt of supporting information by the Company; and (iii) such other compensation and benefits as may be provided in applicable plans and programs of the Company, according to the terms and conditions of such plans and programs.

(d) Except as otherwise provided herein, the exercise and termination of the Option Incentive Award (and Incentive Awards under the Employment Agreement) shall be governed by the Plan and the applicable award agreements.

14. Termination Due to Death or Disability. Your employment hereunder shall terminate upon the occurrence of your death. The Company may terminate your employment due to Disability.

(a) In the event of a termination of your employment due to your death or Disability, you or your estate, as the case may be, shall be entitled to receive: (i) continuation of Base Salary for 12 months following termination of employment (or, if shorter, the remainder of the Initial Term), less any short term disability insurance proceeds you receive during such period in the event termination of your employment is due to your Disability; (ii) accelerated vesting of all equity awards (including the Option Incentive Award and Incentive Awards under the Employment Agreement) such that the portion of each such award that would have vested during the twelve (12) month period following the date of termination had you remained employed during such period shall be immediately vested as of the date of termination; (iii) reimbursement for expenses incurred, but not paid prior to such termination of employment, subject to the receipt of supporting information by the Company; and (iv) such other compensation and benefits as may be provided in applicable plans and programs of the Company, according to the terms and conditions of such plans and programs.

(b) Except as otherwise provided herein, the exercise and termination of the Option Incentive Award (and Incentive Awards under the Employment Agreement) shall be governed by the Plan and the applicable award agreements.

(c) "Disability" as used above shall mean that, during your employment with the Company, you shall, in the opinion of an independent physician selected by agreement between the Board and you, become so physically or mentally incapacitated that you are unable to perform the duties of your employment for an aggregate of 180 days in any 365 day consecutive period or for a continuous period of six (6) consecutive months.

15. Accelerated Vesting of Equity at End of Initial Term. If you remain continuously employed with the Company through the expiration of the Initial Term, then upon termination of your employment with the Company at or following expiration of the Initial Term, you shall be entitled to receive accelerated vesting of all Incentive Awards set forth on Annex A, and the Option Incentive Award, so that all such awards shall be fully vested as of the date of termination of your employment. Except as otherwise provided herein, the exercise and termination of the Option