

## **Second Amendment to Statement of Work #2**

This Second Amendment to Statement of Work #2 ("Amendment") is effective as of July 1, 2022 ("Amendment Effective Date"), by and between Las Vegas Sands Corp., a Nevada corporation, located at 3883 Howard Hughes Parkway, Suite 550, Las Vegas, Nevada 89169 ("Buyer") and Brown & Weinraub, PLLC, a New York professional limited liability company with its registered address at 76 North Pearl Street, Suite 3, Albany, New York 12207 ("Service Provider"). Buyer and Service Provider may each be referred to individually as a "Party" and together as the "Parties."

### **RECITALS**

WHEREAS, the Parties have previously entered into Master Professional Services Agreement dated August 1, 2020, as amended (together, the "Agreement") (CW2694174); and

WHEREAS, the Parties have previously entered into Statement of Work #2 dated January 1, 2022, as amended (together, "SOW #2") (CW2754361); and

WHEREAS, the Parties now desire to amend SOW #2 as set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Amendment by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties further agree as follows.

### **AMENDMENT**

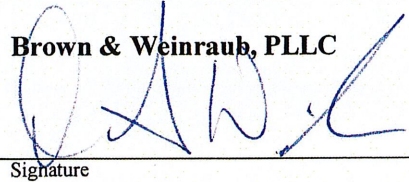
1. **Definitions.** Unless otherwise specifically defined in this Amendment, capitalized terms shall have the meaning ascribed to them in SOW #2, as applicable.
2. **Amendment.** As of the Amendment Effective Date, SOW #2 is hereby amended as follows:
  - a. **Pricing Adjustment.** The text of Section 4 of SOW #2 is deleted in its entirety and replaced with the following:

“Buyer shall pay Service Provider monthly installments of USD \$35,000.00 plus expenses as governed by Section 14 of the Agreement. In the event of a termination between scheduled payment dates, Service Provider agrees to prorate the amount payable or paid by Buyer up to the effective termination date, and if any excess has been paid by Buyer, to refund such excess to Buyer within thirty (30) days after termination.”
  - b. **Exhibit A.** Exhibit A of SOW #2 is hereby deleted in its entirety and replaced with Exhibit A as attached herein.
3. **Miscellaneous.** With the exception of the modifications set forth in this Amendment, all other terms and conditions of SOW #2 shall continue in full force and effect.
4. **Entire Agreement.** This Amendment constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all negotiations, representations and discussions between the Parties relating to such subject matter.

5. **Counterparts.** This Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original, and taken together shall constitute one and the same instrument. Signatures transmitted via facsimile or electronically as PDFs shall be as effective as original signatures.
6. **Compliance.** Service Provider hereby certifies and warrants that there are no material changes to the information provided by Service Provider for its due diligence and compliance review by Buyer, since being last approved on or about May 12, 2022.

Acknowledged and agreed:

**Brown & Weinraub, PLLC**



Signature

David N. Weinraub

Printed Name

Member

Title

**Las Vegas Sands Corp.**

DocuSigned by:  
Chad Forster  
91078748281F4AB

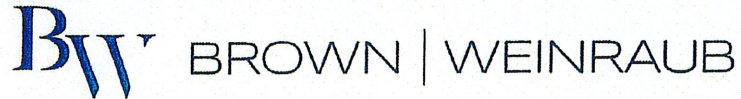
Signature

Chad Forster

Printed Name

VP Global Procurement

Title



**EXHIBIT A**

July 1, 2022

Chad Forster  
Vice President of Procurement  
Las Vegas Sands Corp.  
3883 Howard Hughes Parkway, Suite 550  
Las Vegas, NV 89169

Dear Mr. Forster:

Please be advised that Brown & Weinraub, PLLC has agreed to the following amendment to the current retainer agreement with Las Vegas Sands Corp:

- 1) To increase the monthly fee of \$25,000 to \$35,000, effective July 1, 2022.

If the above meets with your approval, please so indicate by signing this letter in the space provided below and returning it to me at the address listed below.

We will file this amendment with the New York State Joint Commission on Public Ethics.

Very truly yours,

  
David N. Weinraub

ACCEPTED AND AGREED:

By:   
Chad Forster

Las Vegas Sands Corp.

6/27/2022

Date

## **First Amendment to Statement of Work #2**

This First Amendment to Statement of Work #2 ("Amendment") is effective as of March 31, 2022, by and between Las Vegas Sands Corp., a Nevada corporation, located at 3883 Howard Hughes Parkway, Suite 550, Las Vegas, Nevada 89169 ("Buyer") and Brown & Weinraub, PLLC, a New York professional limited liability company with its registered address at 76 North Pearl Street, Suite 3, Albany, New York 12207 ("Service Provider"). Buyer and Service Provider may each be referred to individually as a "Party" and together as the "Parties."

### **RECITALS**

WHEREAS, the Parties have previously entered into Master Professional Services Agreement dated August 1, 2020, as amended (together, the "Agreement") (CW2694174); and

WHEREAS, the Parties have previously entered into Statement of Work #2 (CW2754361) effective January 1, 2022 ("SOW #2"); and

WHEREAS, the Parties now desire to amend SOW #2 as set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Amendment by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties further agree as follows.

### **AMENDMENT**

1. **Definitions.** Unless otherwise specifically defined in this Amendment, capitalized terms shall have the meaning ascribed to them in SOW #2, as applicable.
2. **Amendment.** SOW #2 is hereby amended as follows:
  - a. **Contract Term.** The expiration date of SOW #2 is hereby extended to December 31, 2022, unless otherwise extended or terminated.
  - b. **Exhibit A.** Exhibit A of SOW #2 is hereby deleted in its entirety and replaced with Exhibit A as attached herein.
3. **Miscellaneous.** With the exception of the modifications set forth in this Amendment, all other terms and conditions of SOW #2 shall continue in full force and effect.
4. **Entire Agreement.** This Amendment constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all negotiations, representations and discussions between the Parties relating to such subject matter.
5. **Counterparts.** This Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original, and taken together shall constitute one and the same instrument. Signatures transmitted via facsimile or electronically as PDFs shall be as effective as original signatures.
6. **Compliance.** Service Provider hereby certifies and warrants that there are no material changes to the information provided by Service Provider for its due diligence and compliance review by Buyer, since being last approved on or about March 10, 2020.

Acknowledged and agreed:

**Brown & Weinraub, PLLC:**

DocuSigned by:  
*David Weinraub*  
108362F59E3548D...

Signature

David Weinraub

Printed Name

Member

Title

3/9/2022

**Las Vegas Sands Corp.:**

DocuSigned by:  
*Chad Forster*  
91078748281F4AD...

Signature

Chad Forster

Printed Name

VP Global Procurement

Title

3/9/2022





**EXHIBIT A**

March 31, 2022

Chad Forster  
Vice President of Procurement  
Las Vegas Sands Corp.  
3883 Howard Hughes Parkway, Suite 550  
Las Vegas, NV 89169

Dear Mr. Forster:

Please be advised that Brown & Weinraub, PLLC has agreed to the following amendment to the current retainer agreement with Las Vegas Sands Corp:

- 1) To extend the term through December 31, 2022.

If the above meets with your approval, please so indicate by signing this letter in the space provided below and returning it to me at the address listed below.

We will file this amendment with the New York State Joint Commission on Public Ethics.

Very truly yours,

A digital signature of David N. Weinraub, showing the name in a cursive script within a rectangular box. Below the signature is a small alphanumeric code: 4CB3B2F08E3548D.

David N. Weinraub

ACCEPTED AND AGREED:

By: A digital signature of Chad Forster, showing the name in a cursive script within a rectangular box. Below the signature is a small alphanumeric code: 91078748281F4A8.  
\_\_\_\_\_  
Chad Forster  
Las Vegas Sands Corp.

3/9/2022

\_\_\_\_\_  
Date

**STATEMENT OF WORK #2 to the  
MASTER PROFESSIONAL SERVICES AGREEMENT  
New York Lobbying**

This Statement of Work ("SOW #2") (CW2754361) is entered into under the terms and conditions of the Master Professional Services Agreement dated August 1, 2020 ("Agreement") (CW2694174) between:

- A. Las Vegas Sands Corp., a Nevada corporation with its principal address at 3883 Howard Hughes Parkway, Suite 550, Las Vegas, Nevada 89169 ("Buyer"); and
- B. Brown & Weinraub, PLLC, a New York professional limited liability company with its registered address at 76 North Pearl Street, Suite 3, Albany, New York 12207 ("Service Provider").

**1. Term**

This SOW #2 is effective as of January 1, 2022 and will continue through March 31, 2022, unless terminated earlier in accordance with the terms of the Agreement.

**2. Project Organization**

Buyer Representative(s):

Ron Reese  
SVP of Corporate Communications  
[ron.reese@sands.com](mailto:ron.reese@sands.com)  
702-414-3607

Andy Abboud  
SVP of Government Relations  
[andy.abboud@sands.com](mailto:andy.abboud@sands.com)  
702-607-1474

Service Provider Representative(s):

David N. Weinraub  
Owner  
[DWeinraub@brownweinraub.com](mailto:DWeinraub@brownweinraub.com)  
518-427-7350

**3. Services**

Service Provider shall provide to Buyer the following Services in relation to various local government relations and lobbyist matters in Territory market only.

- 3.1 Act as a consultant on behalf of Buyer to conduct government relations services in Territory to assist Buyer's efforts relating to gambling in Territory. Service Provider will develop a legislative action plan and strategic meeting plan to be carried out in consultation with the Buyer executive team with the goal of ensuring passage of legislation expanding downstate Territory casino gaming.
- 3.2 Act as a lobbyist on behalf of Buyer before Territory's Legislative and Executive branches with the goal of ensuring passage of legislation expanding downstate Territory casino gaming.
- 3.3 Additional services connected to the foregoing as directed by the Buyer's management and agreed upon by the Service Provider.
- 3.4 Strictly comply with Territory, state and federal law including but not limited to all requirements and limitations governing political and campaign contributions.

- 3.5 Service Provider shall register as a lobbyist under applicable lobbyist registration, legislation and regulation and take any necessary actions and maintain all necessary professional licenses for lobbying and other activities performed by Service Provider. Service Provider shall file with New York the letter attached hereto as Exhibit A, which is incorporated herein by this reference.
- 3.6 In the event Buyer determines that the Services have not been performed in accordance with the Agreement's requirements, Buyer shall have no obligation to pay for such Services until such time that they have been performed to Buyer's satisfaction. Any and all such remedial efforts shall be at Service Provider's sole expense.
- 3.7 Service Provider shall provide Buyer with periodic updates in written and/or verbal form as and when appropriate, in Buyer's sole discretion, setting out the action taken and the current status of the Services/the overall project.
- 3.8 Service Provider shall respond promptly or no later than within two (2) business days to requests by Buyer for clarification or information.
4. **Pricing**  
Buyer shall pay Service Provider monthly installments of USD \$25,000.00 plus expenses as governed by Section 14 of the Agreement. In the event of a termination between scheduled payment dates, Service Provider agrees to prorate the amount payable or paid by Buyer up to the effective termination date, and if any excess has been paid by Buyer, to refund such excess to Buyer within thirty (30) days after termination.
5. **Additional Terms and Conditions**  
The following terms apply to this SOW #2 in addition to the terms and conditions set out in the Agreement:
- 5.1 **Confidential Information**  
The Parties explicitly and unequivocally agree that, for the purpose of this SOW #2, the Confidential Information shall also include all reports and other deliverables produced by Service Provider for Buyer under this SOW #2, all of which shall be kept confidential by Service Provider in accordance with the terms of the Agreement.
- 5.2 **Contract Monitor**  
(a) The Contract Monitor for this SOW #2 is Ron Reese, SVP of Corporate Communications, ron.reese@sands.com, 702-414-3607 and/or Andy Abboud, SVP of Government Relations, andy.abboud@sands.com, 702-607-1474 unless Buyer re-designates another Contract Monitor by notice in writing to Service Provider.  
(b) Service Provider and Service Provider Personnel shall act upon, and only to the extent of, the instructions of the Contract Monitor.  
(c) The Contract Monitor may monitor and periodically evaluate the performance of Service Provider.
- 5.3 **Restrictions on Service Provider Scope of Work**  
(a) Service Provider is engaged to supply Services only in Territory.  
(b) Prior to making any written or oral communications with any representative of any government entity including state owned entities, Service Provider shall obtain the written pre-approval of the Contract Monitor.  
(c) Service Provider shall comply with any conditions imposed by Contract Monitor regarding how the communications are to be handled.  
(d) In accordance with the No Agency Clause of the Agreement:  
(i) Service Provider has no authority to and may not conduct any negotiations on behalf of Buyer with any third parties;



- (ii) Service Provider may not use Buyer's business card nor represent orally or in writing that Service Provider or Service Provider Personnel is a representative or agent of Buyer;
- (iii) Service Provider shall not accept notices on Buyer's behalf or submit invoices on Service Provider's letterhead or under Service Provider's signature on Buyer's behalf; and
- (iv) Service Provider shall not, through Service Provider's conduct, cause Buyer to be deemed to be doing business in Territory or create a permanent establishment for Buyer in Territory.

**5.4 Reports by Service Provider**

- (a) Service Provider shall provide written reports on the following matters to the Contract Monitor:
  - (i) In relation to government interactions, on a weekly basis:
    - A. Name, position and role of the persons Service Provider has been given approval to interact with;
    - B. Current status of the interactions;
    - C. Persons that Service Provider is proposing to interact with.
  - (ii) In relation to other activities, on a monthly basis.

**5.5 Exclusivity**

For the duration of this SOW #2 and for one (1) year thereafter, Service Provider shall not assign any Personnel or supply similar Services to any competing person or organization in Territory without the prior written consent of Buyer.

**Accepted and agreed**

**Buyer: Las Vegas Sands Corp.**

**Service Provider: Brown & Weinraub, PLLC**

DocuSigned by:  


Name: Chad Forster  
Title: VP Global Procurement  
Date: 12/27/2021


Name:   
Title: member  
Date: 12/22/2021

EXHIBIT A



January 1, 2022

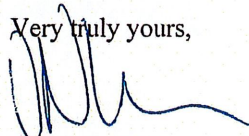
Andrew F. Abboud  
Senior Vice President of Government Relations  
Las Vegas Sands Corp.  
3355 Las Vegas Blvd South  
Las Vegas, NV 89109

Dear Mr. Abboud:


Brown & Weinraub, PLLC agrees to provide legislative and regulatory representation on behalf of Las Vegas Sands Corp. beginning on January 1, 2022 and terminating on March 31, 2022 for a monthly fee of \$25,000.00, plus expenses. This agreement may be terminated by Las Vegas Sands Corp. by providing Brown & Weinraub, PLLC with written notice.

If the above meets with your approval, please so indicate by signing this letter in the space provided below and returning it to me at the address listed below.

We will register as lobbyists for Las Vegas Sands Corp. with the New York State Joint Commission on Public Ethics.

Very truly yours,  
  
David N. Weinraub

ACCEPTED AND AGREED:

By: 	12/27/2021
Andrew F. Abboud	Date
Las Vegas Sands Corp.	

## **Second Amendment to Statement of Work #1**

This Second Amendment to Statement of Work #1 ("Amendment") is effective as of July 1, 2021, by and between Las Vegas Sands Corp., a Nevada corporation, located at 3355 Las Vegas Boulevard South, Las Vegas, Nevada 89109 ("Buyer") and Brown & Weinraub, PLLC, a New York professional limited liability company with its registered address at 76 North Pearl Street, Suite 3, Albany, New York 12207 ("Service Provider"). Buyer and Service Provider may each be referred to individually as a "Party" and together as the "Parties."

### **RECITALS**

WHEREAS, the Parties have previously entered into Master Professional Services Agreement dated August 1, 2020 ("Agreement") (CW2694174); and

WHEREAS, the Parties have previously entered into Statement of Work #1 (CW2694188) effective August 1, 2020, as amended (together, "SOW #1"); and

WHEREAS, the Parties now desire to amend SOW #1 as set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Amendment by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties further agree as follows.

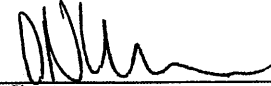
### **AMENDMENT**

1. **Definitions.** Unless otherwise specifically defined in this Amendment, capitalized terms shall have the meaning ascribed to them in SOW #1, as applicable.
2. **Amendment.** SOW #1 is hereby amended as follows:
  - a. **Pricing Adjustment.** Section 4 of SOW #1 is hereby deleted in its entirety and replaced with the following:
    - "4. **Pricing**
    - 4.1 Buyer shall pay Service Provider an hourly rate of USD \$500.00 for Services, not to exceed USD \$2,500.00 per month.
    - 4.2 Buyer shall pay Service Provider for expenses as governed by Section 14 of the Agreement.
    - 4.3 In the event of a termination between scheduled payment dates, Service Provider agrees to prorate the amount payable or paid by Buyer up to the effective termination date, and if any excess has been paid by Buyer, to refund such excess to Buyer within thirty (30) days after termination."
  - b. **Exhibit A.** Exhibit A of SOW #1 is hereby deleted in its entirety and replaced with Exhibit A as attached herein.
3. **Miscellaneous.** With the exception of the modifications set forth in this Amendment, all other terms and conditions of SOW #1 shall continue in full force and effect.

4. **Entire Agreement.** This Amendment constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all negotiations, representations and discussions between the Parties relating to such subject matter.
5. **Counterparts.** This Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original, and taken together shall constitute one and the same instrument. Signatures transmitted via facsimile or electronically as PDFs shall be as effective as original signatures.
6. **Compliance.** Service Provider hereby certifies and warrants that there are no material changes to the information provided by Service Provider for its due diligence and compliance review by Buyer, since being last approved on or about March 10, 2020.

Acknowledged and agreed:

**Brown & Weinraub, PLLC:**

  
\_\_\_\_\_  
Signature

David WEINRAUB  
\_\_\_\_\_  
Printed Name

Partner  
\_\_\_\_\_  
Title

7/2/21  
\_\_\_\_\_  
Date

**Las Vegas Sands Corp.:**

  
\_\_\_\_\_  
Signature

Chad Forster  
\_\_\_\_\_  
Printed Name

VP Global Procurement  
\_\_\_\_\_  
Title

7/15/2021  
\_\_\_\_\_  
Date



**Exhibit A**



**BROWN | WEINRAUB**

June 30, 2021

Chad Forster  
VP Global Procurement  
Las Vegas Sands Corp.  
3355 Las Vegas Blvd South  
Las Vegas, NV 89109

Dear Mr. Forster:

Please be advised that Brown & Weinraub, PLLC has agreed to the following amendment to the current retainer agreement with Las Vegas Sands Corp:

1) To decrease the monthly fee of \$25,000 to an hourly rate of \$500, not to exceed \$2,500 per month, effective July 1, 2021.

We will file this amendment with the New York State Joint Commission on Public Ethics.

Very truly yours,

David N. Weinraub

ACCEPTED AND AGREED:

DocuSigned by:  
Chad Forster  
91678748231F448...

By: \_\_\_\_\_  
Chad Forster  
Las Vegas Sands Corp.

7/15/2021

\_\_\_\_\_  
Date

The Kenmore Building  
76 North Pearl Street, Suite 3  
Albany, NY 12207

ph: 518.427.7350  
fx: 518.427.7792  
www.brownweinraub.com







BROWN | WEINRAUB

March 2, 2021

Chad Forster  
VP Global Procurement  
Las Vegas Sands Corp.  
3355 Las Vegas Blvd South  
Las Vegas, NV 89109

Dear Mr. Forster:

Please be advised that Brown & Weinraub, PLLC has agreed to the following amendment to the retainer agreement effective August 1, 2020 with Las Vegas Sands Corp.

1) To increase the monthly fee of \$15,000 to \$25,000 per month effective February 1, 2021.

We will file this amendment with the New York State Joint Commission on Public Ethics.

Very truly yours,

David N. Weinraub

ACCEPTED AND AGREED:

By:



Chad Forster  
Las Vegas Sands Corp.

3/9/2021

Date

The Kenmore Building  
76 North Pearl Street, Suite 3  
Albany, NY 12207

ph: 518.427.7350  
fx: 518.427.7792  
www.brownweinraub.com



**STATEMENT OF WORK #1 to the  
MASTER PROFESSIONAL SERVICES AGREEMENT  
New York Lobbying**

This Statement of Work ("SOW #1") (CW2694188) is entered into under the terms and conditions of the Master Professional Services Agreement dated August 1, 2020 ("Agreement") (CW2694174) between:

- A. Las Vegas Sands Corp., a Nevada corporation with its principal address at 3355 Las Vegas Boulevard South, Las Vegas, Nevada 89109 ("Buyer"); and
- B. Brown & Weinraub, PLLC, a New York professional limited liability company with its registered address at 50 State Street, Albany, New York 12207 ("Service Provider").

**1. Term**

This SOW #1 is effective as of August 1, 2020 and will continue through June 30, 2022, unless terminated earlier in accordance with the terms of the Agreement.

**2. Project Organization**

**Buyer Representative(s):**

Ron Reese  
SVP of Corporate Communications  
[ron.reese@sands.com](mailto:ron.reese@sands.com)  
702-414-3607

Andy Abboud  
SVP of Government Relations  
[andy.abboud@sands.com](mailto:andy.abboud@sands.com)  
702-607-1474

**Service Provider Representative(s):**

Brown & Weinraub, PLLC  
David N. Weinraub  
Owner  
518-427-7350

**3. Services**

Service Provider shall provide to Buyer the following Services in relation to various local government relations and lobbyist matters in Territory market only.

- 3.1 Act as a consultant on behalf of Buyer to conduct government relations services in Territory to assist Buyer's efforts relating to gambling in Territory. Service Provider will develop a legislative action plan and strategic meeting plan to be carried out in consultation with the Buyer executive team with the goal of ensuring passage of legislation expanding downstate Territory casino gaming.
- 3.2 Act as a lobbyist on behalf of Buyer before Territory's Legislative and Executive branches with the goal of ensuring passage of legislation expanding downstate Territory casino gaming.
- 3.3 Additional services connected to the foregoing as directed by the Buyer's management and agreed upon by the Service Provider.
- 3.4 Strictly comply with Territory, state and federal law including but not limited to all requirements and limitations governing political and campaign contributions.

- 3.5 Service Provider shall register as a lobbyist under applicable lobbyist registration, legislation and regulation and take any necessary actions and maintain all necessary professional licenses for lobbying and other activities performed by Service Provider. Service Provider shall file with New York the letter attached hereto as Exhibit A, which is incorporated herein by this reference.
- 3.6 In the event Buyer determines that the Services have not been performed in accordance with the Agreement's requirements, Buyer shall have no obligation to pay for such Services until such time that they have been performed to Buyer's satisfaction. Any and all such remedial efforts shall be at Service Provider's sole expense.
- 3.7 Service Provider shall provide Buyer with periodic updates in written and/or verbal form as and when appropriate, in Buyer's sole discretion, setting out the action taken and the current status of the Services/the overall project.
- 3.8 Service Provider shall respond promptly or no later than within two (2) business days to requests by Buyer for clarification or information.
4. **Pricing**  
Buyer shall pay Service Provider monthly installments of USD \$15,000.00 plus expenses as governed by Section 14 of the Agreement. In the event of a termination between scheduled payment dates, Service Provider agrees to prorate the amount payable or paid by Buyer up to the effective termination date, and if any excess has been paid by Buyer, to refund such excess to Buyer within thirty (30) days after termination.
5. **Additional Terms and Conditions**  
The following terms apply to this SOW #1 in addition to the terms and conditions set out in the Agreement:
- 5.1 **Confidential Information**  
The Parties explicitly and unequivocally agree that, for the purpose of this SOW #1, the Confidential Information shall also include all reports and other deliverables produced by Service Provider for Buyer under this SOW #1, all of which shall be kept confidential by Service Provider in accordance with the terms of the Agreement.
- 5.2 **Contract Monitor**
- (a) The Contract Monitor for this SOW #1 is Ron Reese, SVP of Corporate Communications, ron.reese@sands.com, 702-414-3607 and/or Andy Abboud, SVP of Government Relations, andy.abboud@sands.com, 702-607-1474 unless Buyer re-designates another Contract Monitor by notice in writing to Service Provider.
  - (b) Service Provider and Service Provider Personnel shall act upon, and only to the extent of, the instructions of the Contract Monitor.
  - (c) The Contract Monitor may monitor and periodically evaluate the performance of Service Provider.
- 5.3 **Restrictions on Service Provider Scope of Work**
- (a) Service Provider is engaged to supply Services only in Territory.
  - (b) Prior to making any written or oral communications with any representative of any government entity including state owned entities, Service Provider shall obtain the written pre-approval of the Contract Monitor.
  - (c) Service Provider shall comply with any conditions imposed by Contract Monitor regarding how the communications are to be handled.
  - (d) In accordance with the No Agency Clause of the Agreement:
    - (i) Service Provider has no authority to and may not conduct any negotiations on behalf of Buyer with any third parties;

- (ii) Service Provider may not use Buyer's business card nor represent orally or in writing that Service Provider or Service Provider Personnel is a representative or agent of Buyer;
- (iii) Service Provider shall not accept notices on Buyer's behalf or submit invoices on Service Provider's letterhead or under Service Provider's signature on Buyer's behalf; and
- (iv) Service Provider shall not, through Service Provider's conduct, cause Buyer to be deemed to be doing business in Territory or create a permanent establishment for Buyer in Territory.

**5.4 Reports by Service Provider**

- (a) Service Provider shall provide written reports on the following matters to the Contract Monitor:
  - (i) In relation to government interactions, on a weekly basis:
    - A. Name, position and role of the persons Service Provider has been given approval to interact with;
    - B. Current status of the interactions;
    - C. Persons that Service Provider is proposing to interact with.
  - (ii) In relation to other activities, on a monthly basis.

**5.5 Exclusivity**

For the duration of this SOW #1 and for one (1) year thereafter, Service Provider shall not assign any Personnel or supply similar Services to any competing person or organization in Territory without the prior written consent of Buyer.

**Accepted and agreed**



<b>Buyer: Las Vegas Sands Corp.</b>	<b>Service Provider: Brown &amp; Weinraub, PLLC</b>
 Name: Chad Forster	 Name: David Weinraub
Title: VP Global Procurement	Title: Member
Date: 8/14/2020	Date: 8/14/2020

EXHIBIT A



August 1, 2020

Chad Forster  
Vice President of Procurement & Supply Chain  
Las Vegas Sands Corp.  
3355 Las Vegas Blvd South  
Las Vegas, NV 89109

Dear Mr. Forster:

Brown & Weinraub, PLLC agrees to provide legislative and regulatory representation on behalf of Las Vegas Sands Corp. beginning on August 1, 2020 and terminating on June 30, 2022 for a monthly fee of \$15,000.00, plus expenses. This agreement may be terminated by Las Vegas Sands Corp. by providing Brown & Weinraub, PLLC with written notice.

If the above meets with your approval, please so indicate by signing this letter in the space provided below and returning it to me at the address listed below.

We will register as lobbyists for Las Vegas Sands Corp. with the New York State Joint Commission on Public Ethics.

Very truly yours,

A digital signature of David N. Weinraub, showing the name in a stylized script font within a rectangular box.

David N. Weinraub

ACCEPTED AND AGREED:

By: A digital signature of Chad Forster, showing the name in a stylized script font within a rectangular box.

Chad Forster  
Las Vegas Sands Corp.

8/14/2020

Date