

Fifth Amendment to Statement of Work #2

This Fifth Amendment to Statement of Work #2 ("Amendment 5") is effective as of December 31, 2024 ("Amendment 5 Effective Date"), by and between Las Vegas Sands Corp., a Nevada corporation, located at 5420 South Durango Drive, Las Vegas, Nevada 89113 ("Buyer") and Brown & Weinraub Advisors, LLC, a New York 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, Brown & Weinraub, PLLC and Buyer have previously entered into Master Professional Services Agreement dated August 1, 2020, as amended and as novated from Brown & Weinraub, PLLC to Brown & Weinraub Advisors, LLC (together, the "Agreement"); and

WHEREAS, Brown & Weinraub, PLLC and Buyer have previously entered into Statement of Work #2 dated January 1, 2022, as amended and as novated from Brown & Weinraub, PLLC to Brown & Weinraub Advisors, LLC (together, "SOW #2"); and

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

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Amendment 5 by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties further agree as follows.

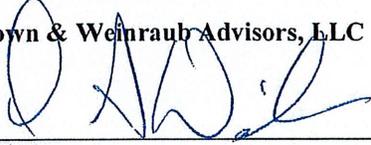
AMENDMENT

1. **Definitions.** Unless otherwise specifically defined in this Amendment 5, capitalized terms shall have the meaning ascribed to them in SOW #2, as applicable.
2. **Amendment.** As of the Amendment 5 Effective Date, SOW #2 is hereby amended as follows:
 - a. **Contract Term.** The expiration date of SOW #2 is hereby extended to December 31, 2025, 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 5, all other terms and conditions of SOW #2 shall continue in full force and effect.
4. **Entire Agreement.** This Amendment 5 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 5 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 December 21, 2023.

Acknowledged and agreed:

Brown & Weinraub Advisors, LLC



Signature

David Weinraub

Printed Name

Member

Title

Las Vegas Sands Corp.

DocuSigned by:
Chad Forster

Signature

Chad Forster

Printed Name

VP Global Procurement

Title



EXHIBIT A

December 31, 2024

Chad Forster
Vice President of Procurement
Las Vegas Sands Corp.
5420 South Durango Drive
Las Vegas, NV 89113

Dear Mr. Forster:

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

- 1) To extend the term through December 31, 2025.

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 Commission on Ethics and Lobbying in Government.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'David N. Weinraub', written over a horizontal line.

David N. Weinraub

ACCEPTED AND AGREED:

By: 
Chad Forster
Las Vegas Sands Corp.

10/17/2024

Date

Novation Agreement

This Novation Agreement ("Novation") is made, entered into and effective on January 1, 2024 ("Novation Effective Date") by and among Las Vegas Sands Corp. ("LVSC"), Brown & Weinraub, PLLC ("PLLC"), and Brown & Weinraub Advisors, LLC ("LLC") (individually a "Party" and together the "Parties").

WHEREAS, LVSC and PLLC entered into Statement of Work #2 on January 1, 2022 ("SOW #2 Effective Date"), as amended (together, "SOW #2") to provide consulting and lobbying services relating to various local government relations and lobbyist matters ("Services"); and

WHEREAS, LLC desires to assume all duties and obligations of SOW #2 and acquire the rights and benefits of same SOW #2, whether arising on or before or after the date hereof; and

WHEREAS, LVSC desires to continue to receive Services and fulfill its obligations under SOW #2; and

WHEREAS, LVSC desires to release and discharge PLLC from any and all duties or obligations under SOW #2; and

WHEREAS, the Parties desire to make this Novation in consideration of their mutual interests in continuing the contractual relationship which existed between LVSC and PLLC;

NOW THEREFORE, with the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Any capitalized terms used, but not defined herein, shall have the meaning as provided in SOW #2.
2. **Assignment, Assumption and Novation**
 - a) By mutual agreement between the Parties as of the Novation Effective Date, PLLC shall be substituted by LLC wherever PLLC appears in SOW #2, and LLC shall assume all rights and obligations of PLLC under, arising out of or in connection with SOW #2. LLC agrees to be bound in all respects in place of PLLC by the terms of SOW #2 which shall hereafter be construed and treated in all respects as if LLC had been originally named as a party to SOW #2.
 - b) PLLC does hereby assign, novate, transfer, and convey unto LLC all of the interest of PLLC in and under the said SOW #2, and all benefit and advantage derived or to be derived therefrom, to have and to hold the same unto LLC absolutely, from and after the Novation Effective Date.
 - c) LLC hereby accepts the assignment and novation set forth herein from and after the Novation Effective Date, and shall be bound by, assume, observe, and perform all the terms and provisions to be observed and performed by PLLC under SOW #2 to the same extent as if LLC had been originally named as a party thereto in the place and stead of PLLC.
 - d) LVSC hereby agrees to: (i) consent to the assignment, assumption and novation by PLLC to LLC of all of the interest and obligations of PLLC in and under SOW #2; (ii) release and discharge PLLC of and from the observance and performance of the covenants, agreements and obligations on the part of PLLC under SOW #2 from and after the Novation Effective Date, and (iii) covenant and agree that from and after the Novation Effective Date, LLC shall be entitled to hold and enforce all of the privileges, rights and benefits of PLLC under SOW #2 to the same extent, intent and purpose as if LLC had been originally named as a party thereto in the place and stead of PLLC.

e) **Notices.** All notices required pursuant to the terms and conditions of SOW #2 shall be in English and in writing. All notices and other communications must be delivered to:

If to LLC:

David N. Weinraub
Owner
Brown & Weinraub Advisors, LLC
76 North Pearl Street, Suite 3
Albany, New York 12207

If to LVSC:

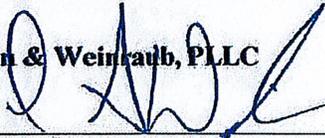
Zac Hudson
EVP & Global General Counsel
Las Vegas Sands Corp.
5420 South Durango Drive
Las Vegas, Nevada 89113

Any notice required to be given shall be deemed to be given when: (a) received by the Party to whom it is directed by hand delivery or personal service; (b) transmitted by facsimile with confirmation of transmission; (c) three (3) business days after it is sent by U.S. mail via certified mail-return receipt requested; or (d) one (1) business days after it is sent by national overnight courier such as FedEx® or UPS®, with proof of delivery.

f) **Counterparts.** This Novation may be executed in any number of counterparts, each of which when so executed will be deemed an original, and all of which together, shall constitute one and the same agreement. Signatures sent by facsimile or similar means (including scanned images of signatures forwarded by e-mail) shall have the same binding effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have executed this Novation on the date specified below.

Brown & Weinraub, PLLC



Signature

David Weinraub

Printed Name

member

Title

Las Vegas Sands Corp.

Designed by
Chad Forster

Signature

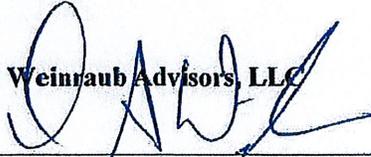
Chad Forster

Printed Name

VP Global Procurement

Title

Brown & Weinraub Advisors, LLC



Signature

David Weinraub

Printed Name

member

Title

Fourth Amendment to Statement of Work #2

This Fourth Amendment to Statement of Work #2 ("Amendment 4") is effective as of December 31, 2023 ("Amendment 4 Effective Date"), by and between Las Vegas Sands Corp., a Nevada corporation, located at 5420 South Durango Drive, Las Vegas, Nevada 89113 ("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.

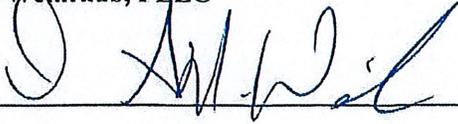
NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Amendment 4 by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties further agree as follows.

AMENDMENT

1. **Definitions.** Unless otherwise specifically defined in this Amendment 4, capitalized terms shall have the meaning ascribed to them in SOW #2, as applicable.
2. **Amendment.** As of the Amendment 4 Effective Date, SOW #2 is hereby amended as follows:
 - a. **Contract Term.** The expiration date of SOW #2 is hereby extended to December 31, 2024, 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 4, all other terms and conditions of SOW #2 shall continue in full force and effect.
4. **Entire Agreement.** This Amendment 4 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 4 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 P. Weinraub

Printed Name

Member

Title

Las Vegas Sands Corp.

DocuSigned by:
Chad Forster
Signature

Chad Forster

Printed Name

VP Global Procurement

Title



EXHIBIT A

December 31, 2023

Chad Forster
Vice President of Procurement
Las Vegas Sands Corp.
5420 South Durango Drive
Las Vegas, NV 89113

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, 2024.

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: DocuSigned by:
Chad Forster
Chad Forster
Las Vegas Sands Corp.

12/7/2023
Date

Third Amendment to Statement of Work #2

This Third Amendment to Statement of Work #2 ("Amendment") is effective as of December 1, 2022 ("Amendment Effective Date"), by and between Las Vegas Sands Corp., a Nevada corporation, located at 5500 Haven Street, Las Vegas, Nevada 89119 ("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. **Contract Term.** The expiration date of SOW #2 is hereby extended to December 31, 2023, 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 May 12, 2022.

Acknowledged and agreed:

Brown & Weinraub, PLLC

Digitally signed by
David Weinraub
DN: cn=David Weinraub, o=Brown & Weinraub, ou=Brown & Weinraub, email=David.Weinraub@brownandweinraub.com

Signature

David Weinraub

Printed Name

Member

Title

Las Vegas Sands Corp.

Digitally signed by
Chad Forster
DN: cn=Chad Forster, o=Las Vegas Sands Corp., ou=Las Vegas Sands Corp., email=chadforster@lvs.com

Signature

Chad Forster

Printed Name

VP Global Procurement

Title

BW BROWN | WEINRAUB

EXHIBIT A

December 1, 2022

Chad Forster
Vice President of Procurement
Las Vegas Sands Corp.
5500 Haven Street
Las Vegas, NV 89119

Dear Mr. Forster:

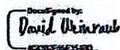
Please be advised that Brown & Weinraub, PLLC has agreed to the following amendment to the current retainer agreement with Las Vegas Sands Corp:

- 1) To extend the term through December 31, 2023.

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.

11/24/2022
 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.

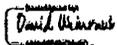
NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Amendment by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties further agree as follows.

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:



Signature

David Weinraub

Printed Name

Member

Title

3/9/2022

Las Vegas Sands Corp.:



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, appearing as a stylized cursive script within a rectangular border.

David N. Weinraub

ACCEPTED AND AGREED:

By: 
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
702-414-3607

Andy Abboud
SVP of Government Relations
andy.abboud@sands.com
702-607-1474

Service Provider Representative(s):

David N. Weinraub
Owner
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
 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,

A handwritten signature in blue ink, appearing to read 'David N. Weinraub'.

David N. Weinraub

ACCEPTED AND AGREED:

By: 

Andrew F. Abboud
Las Vegas Sands Corp.

12/27/2021

Date

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:

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
Chad Forster
Las Vegas Sands Corp.

3/9/2021
Date

The Kenmore Building | ph: 518.427.7350
76 North Pearl Street, Suite 3 | fx: 518.427.7792
Albany, NY 12207 | 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
702-414-3607

Andy Abboud
SVP of Government Relations
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

Buyer: Las Vegas Sands Corp.	Service Provider: Brown & Weinraub, PLLC
 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 handwritten signature of David N. Weinraub in black ink, enclosed in a rectangular box.

David N. Weinraub

ACCEPTED AND AGREED:

By: Chad Forster
Las Vegas Sands Corp.

8/14/2020
Date

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

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ron.reese@sands.com
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Andy Abboud
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Service Provider Representative(s):

Brown & Weinraub, PLLC
David N. Weinraub
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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.

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Accepted and agreed

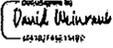
Buyer: Las Vegas Sands Corp.	Service Provider: Brown & Weinraub, PLLC
 Name: Chad Forster	 Name: David Weinraub
Title: VP Global Procurement	Title: Member
Date: 8/14/2020	Date: 8/14/2020

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

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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, enclosed in a rounded rectangular box. Above the signature, it says 'Digitally signed by' and below it, 'DAVID N. WEINRAUB'.

David N. Weinraub

ACCEPTED AND AGREED:

By: A digital signature of Chad Forster, enclosed in a rounded rectangular box. Above the signature, it says 'Digitally signed by' and below it, 'CHAD FORSTER'.

Chad Forster
Las Vegas Sands Corp.

8/14/2020

Date