

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

This Statement of Work #2 ("SOW #2") (CW2793783) is entered into under and governed by the terms and conditions of the Master Professional Services Agreement dated June 1, 2022 ("Agreement") (CW2771129) between:

- A. Las Vegas Sands Corp., a Nevada corporation with its principal address at 5500 Haven Street, Las Vegas, Nevada 89119 ("Buyer"); and
- B. Ten Key Strategies, LLC, a New York limited liability company with its principal address at 158 Sweet Hollow Road, Huntington, New York 11743 ("Service Provider").

1. Term

This SOW #2 is effective as of January 1, 2023, and will continue through May 31, 2023, unless terminated earlier in accordance with the terms of the Agreement.

2. Project Organization

Buyer Representative(s):

Ron Reese
SVP of Corporate Communications
ron.reese@sands.com
702-923-9022

Service Provider Representative(s):

Resi Cooper
President
resicooper@gmail.com
516-650-6132

3. Services

Service Provider shall provide to Buyer the following Services in Territory market only.

- 3.1 Provide lobbying services to assist Buyer in obtaining a New York State Gaming License.
- 3.2 Provide lobbying services to Buyer on Nassau County issues.
- 3.3 Attend meetings and conference calls with Buyer officials and staff, as requested.
- 3.4 Additional similar services connected to the foregoing as directed by the Buyer's management may be agreed upon in writing by both Parties.
- 3.5 Strictly comply with Territory, state and federal law including but not limited to all requirements and limitations governing political and campaign contributions.
- 3.6 In the event Buyer determines that the Services have not been performed in accordance with the Agreement's requirements, Buyer shall have no obligation to pay for such Services until such time that they have been performed to Buyer's satisfaction. Any and all such remedial efforts shall be at Service Provider's sole expense.
- 3.7 Service Provider shall provide Buyer with periodic updates in written form as and when appropriate, in Buyer's sole discretion, setting out the action taken and the current status of the Services/the overall project.

3.8 Service Provider shall respond promptly or no later than within two (2) business days to requests by Buyer for clarification or information.

3.9 Service Provider shall register as a lobbyist under applicable lobbyist registration, legislation and regulation and take any necessary actions and maintain all necessary professional licenses for lobbying and other activities performed by Service Provider.

4. **Pricing**

Buyer shall pay Service Provider monthly installments of USD \$15,000.00 plus expenses as governed by Section 14 of the Agreement. In the event of a termination between scheduled payment dates, Service Provider agrees to prorate the amount payable or paid by Buyer up to the effective termination date, and if any excess has been paid by Buyer, to refund such excess to Buyer within thirty (30) days after termination.

5. **Additional Terms and Conditions**

The following terms apply to this SOW #2 in addition to the terms and conditions set out in the Agreement:

5.1 **Confidential Information**

The Parties explicitly and unequivocally agree that, for the purpose of this SOW #2, the Confidential Information shall also include all reports and other deliverables produced by Service Provider for Buyer under this SOW #2, all of which shall be kept confidential by Service Provider in accordance with the terms of the Agreement.

5.2 **Contract Monitor**

- (a) The Contract Monitor for this SOW #2 is Ron Reese, SVP of Corporate Communications, ron.reese@sands.com, 702-923-9022 unless Buyer re-designates another Contract Monitor by notice in writing to Service Provider.
- (b) Service Provider and Service Provider Personnel shall act upon, and only to the extent of, the instructions of the Contract Monitor.
- (c) The Contract Monitor may monitor and periodically evaluate the performance of Service Provider.

5.3 **Restrictions on Service Provider Scope of Work**

- (a) Service Provider is engaged to supply Services only in Territory.
- (b) Prior to making any written or oral communications with any representative of any government entity including state owned entities, Service Provider shall obtain the written pre-approval of the Contract Monitor.
- (c) Service Provider shall comply with any conditions imposed by Contract Monitor regarding how the communications are to be handled.
- (d) In accordance with the No Agency Clause of the Agreement:
 - (i) Service Provider has no authority to and may not conduct any negotiations on behalf of Buyer with any third parties;
 - (ii) Service Provider may not use Buyer's business card nor represent orally or in writing that Service Provider or Service Provider Personnel is a representative or agent of Buyer;
 - (iii) Service Provider shall not accept notices on Buyer's behalf or submit invoices on Service Provider's letterhead or under Service Provider's signature on Buyer's behalf; and
 - (iv) Service Provider shall not, through Service Provider's conduct, cause Buyer to be deemed to be doing business in Territory or create a permanent establishment for Buyer in Territory.

5.4 **Reports by Service Provider**

- (a) Service Provider shall provide oral or written reports on the following matters to the Contract Monitor:

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

5.5 Exclusivity

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

Accepted and agreed:

Buyer: Las Vegas Sands Corp.	Service Provider: Ten Key Strategies, LLC
 Name: Chad Forster	 Name: Resi Cooper
Title: VP Global Procurement	Title: Principal