

HISTORY AND REORGANIZATION

OUR HISTORY

Our Company was incorporated as an exempted company with limited liability in the Cayman Islands on July 15, 2009. VML, one of our subsidiaries, holds one of the six concessions or subconcessions permitted by the Macau Government to operate casinos or gaming areas in Macau. Our subsidiary, VCL, owns and operates The Venetian Macao (except the casino) and the Plaza (except the Plaza Casino and Four Seasons Hotel, each of which are owned, but not operated, by VCL). Our subsidiary, VML owns and operates the Sands Macao and operates the gaming areas in The Venetian Macao and the Plaza Casino. The Sands Macao, The Venetian Macao and the Plaza provide a complementary mix of gaming, hotel, retail, dining, MICE and entertainment facilities. We are the leading developer, owner and operator of integrated resorts and casinos in Macau as measured by EBITDA for the year ended December 31, 2008 and the six months ended June 30, 2009.⁽¹⁾ A summary of our history is set out below.

Following the liberalization of Macau's gaming industry, the Macau Government launched an international tender process and granted three concessions in March 2002, under the terms of Law No. 16/2001, published in Macau Official Gazette No. 39-I of September 24, 2001 (the "Macau Gaming Law") and passed other related legislation which authorizes the Macau Government to award up to three gaming concessions. Galaxy, SJM and Wynn Macau received these three gaming concessions. The Macau Government subsequently and successively authorized three subconcessions, permitting each of Galaxy, SJM and Wynn Macau to enter into the subconcession contracts with their respective Subconcessionaires to operate casino games in Macau. The granting of the subconcessions, which are contemplated in the Macau gaming regulatory framework, are prohibited unless specifically authorized by the Macau Government. VML executed a tripartite Subconcession Contract with Galaxy and the Macau Government on December 26, 2002. The Subconcession Contract and Macau gaming regulatory framework established the terms and conditions upon which Galaxy granted VML a Subconcession to operate casino games, as approved and authorized by the Macau Government. In addition, according to the Macau gaming regulatory framework, 10.0% of VML's issued share capital must be held by its managing director, who must be appointed by VML and must be a permanent Macau resident.

After entering into VML's Subconcession, we opened the Sands Macao, the first Las Vegas-style casino on the Macau peninsula, in 2004 and opened The Venetian Macao, which is the anchor property for our Cotai Strip development, in August 2007. In August 2008, we opened the Plaza, which is connected to The Venetian Macao, and features, among others, upscale gaming facilities referred to as the Plaza Casino, the Four Seasons Hotel, the Paiza mansions, and the Shoppes at Four Seasons. FS Macau Lda. manages and operates the Four Seasons Hotel.

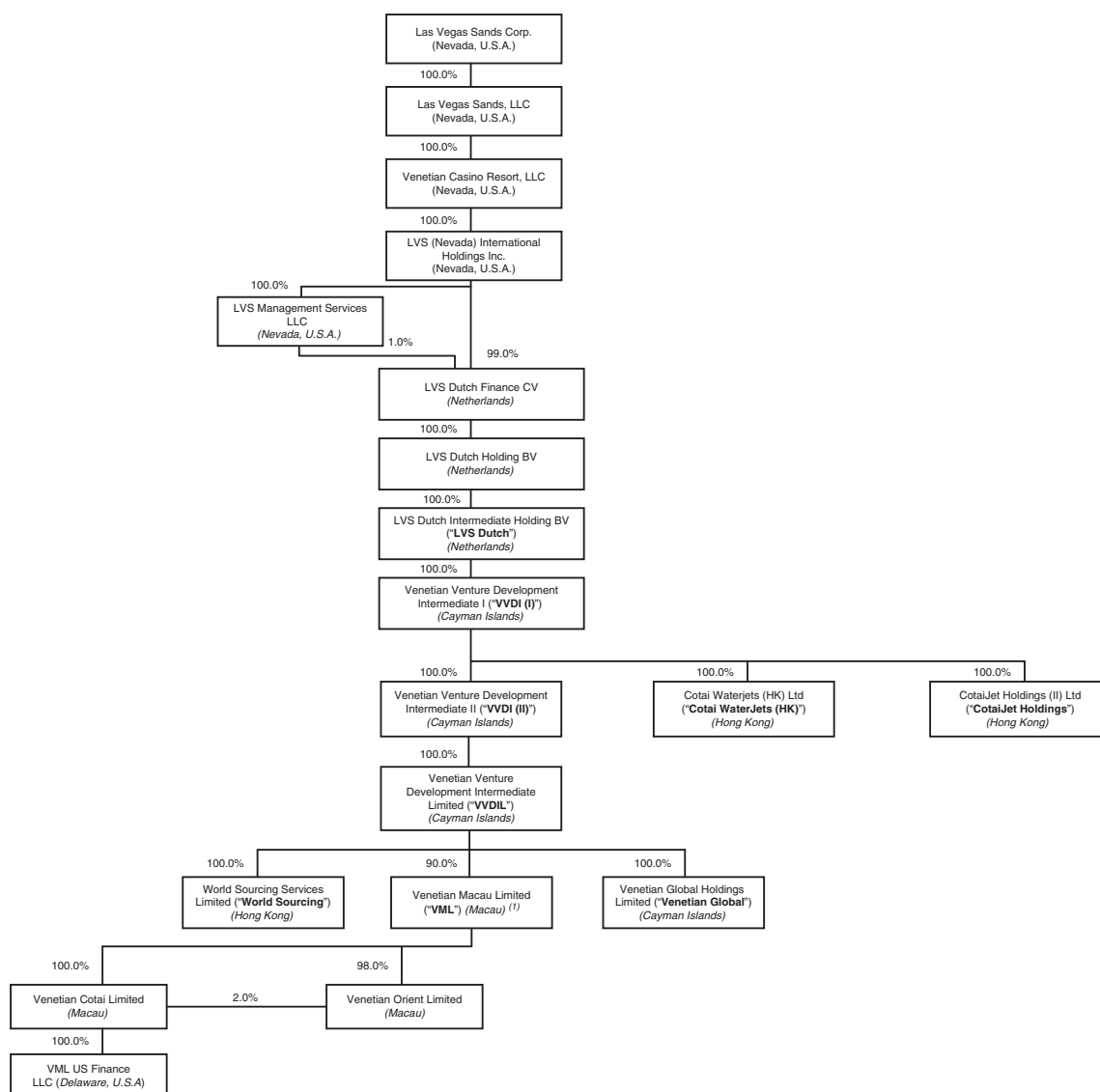
Given the challenging conditions in the capital markets and the global economy and their impact on our on-going operations, in November 2008, we suspended the construction of Parcels 5 and 6 on Cotai. We plan to restart construction of Phases I and II with a portion of the proceeds from [●], together with supplemental financing that we are currently seeking to obtain from a group of lenders. We do not intend to restart construction until such supplemental financing is committed or arranged and currently estimate that it will take approximately 18 months to complete construction of Phase I and another six months thereafter to complete the internal fit-out of the additional Sheraton hotel tower in Phase II. We will commence construction of Phase III at a future date as demand and market conditions warrant. As of June 30, 2009, we have capitalized construction costs of US\$1.7 billion (HK\$13.2 billion) on the development of Parcels 5 and 6 and, if supplemental financing is obtained, we expect to spend an additional US\$2.2 billion to complete Phase I and II.

⁽¹⁾ Based on publicly available information, including company financial reports.

HISTORY AND REORGANIZATION

OUR CORPORATE REORGANIZATION

Prior to the Reorganization, the simplified shareholding structure of our major operating subsidiaries, the companies involved in the Reorganization and companies referred to in this document was as follows:



- (1) According to the Macau gaming regulatory framework, 10.0% of each Subconcessionaire's issued share capital must be held by its managing director, who must be appointed by the applicable Subconcessionaire and must be a permanent Macau resident. VVDIL has entered into an usufruct agreement with Mr. Antonio Ferreira, the managing director of VML, whereby Mr. Ferreira agreed to create a usufruct over 10.0% of VML's issued share capital to the sole and exclusive benefit of VVDIL.

We were incorporated under the laws of the Cayman Islands on July 15, 2009. Prior to [●], a number of reorganization steps were taken. The Reorganization steps are set out below:

- In the first stage of the Reorganization, on September 2, 2009, VVDI (I) and VVDIL entered into a sale and purchase agreement pursuant to which VVDI (I) agreed to sell and VVDIL agreed to purchase (i) the entire issued share capital of Cotai WaterJets (HK) at a consideration of HK\$1.00; and (ii) the entire issued share capital of CotaiJet Holdings at a consideration of HK\$1.00. Since the net asset values of both Cotai WaterJets (HK) and CotaiJet Holdings were

HISTORY AND REORGANIZATION

negative, a nominal amount of HK\$1.00 was adopted as consideration for each of the sale of Cotai Waterjets (HK) and CotaiJet Holdings, respectively.

- As part of the second stage of the Reorganization, on September 28, 2009, VVDIL and VVDI (I) entered into (i) a sale and purchase agreement pursuant to which VVDIL agreed to sell and VVDI (I) agreed to purchase the entire issued share capital of World Sourcing at a consideration of HK\$4,838,000; and (ii) a sale and purchase agreement pursuant to which VVDIL agreed to sell and VVDI (I) agreed to purchase the entire issued share capital of Venetian Global at a consideration of US\$1.00. The sale of World Sourcing was effected at its net asset value. Since Venetian Global recorded a negative asset value, a nominal amount of US\$1.00 was adopted as consideration for the sale of Venetian Global.
- In the third stage of the Reorganization, on September 29, 2009, LVS IP Holdings, LLC was organized under the laws of Nevada as a wholly owned subsidiary of our Company.
- In the fourth stage of the Reorganization, on [●], VVDI (II) and our Company entered into a sale and purchase agreement pursuant to which VVDI (II) agreed to sell and our Company agreed to purchase the entire issued share capital of VVDIL in consideration of the allotment and issuance of [●] ordinary shares of US\$0.01 each in the capital of our Company.

Our Macau legal counsel has confirmed to us that the [●] do not require the authorization, license, consent or approval of the Macau Government and no notice or filing is required to be made with the Macau Government.

The table below sets out the subsidiaries which our Group disposed of during the Track Record Period:

Name of the subsidiary disposed of	Consideration (HK\$ million)	Basis of consideration
World Sourcing.....	[●]	Net asset value
Venetian Global.....	[●]	Net asset value

World Sourcing provides global procurement consultancy services to the LVS Group in relation to the global procurement of raw materials, furniture, fixtures and equipment, operating supplies and room amenities, among other items, with respect to the design, development, construction, equipping, management and operation of casinos, casino hotels and integrated resorts. Venetian Global is an investment holding company holding investments in a number of companies which are either investment holding businesses or conducting businesses which are dissimilar to the business of our Group. Both World Sourcing and Venetian Global were disposed of by our Group as part of the Reorganization as they did not form part of the core business of our Group. The assets and liabilities and profit and losses of both World Sourcing and Venetian Global have been excluded from the financial information of our Group as, prior to and after the Reorganization, both companies had and have autonomous operations and financing, no more than incidental common facilities and costs with our Group and will not have material financial commitments, guarantees or contingent liabilities with our Group. The results of each of World Sourcing and Venetian Global during the Track Record Period are irrelevant and immaterial to the financial results of our Group.

Ownership of and Control over VML

As a result of the Reorganization, our Company (through VVDIL) holds 90.0% of the issued share capital and corresponding voting rights of VML. As mentioned above, with respect to the remaining 10.0% of the issued share capital of VML (the "10.0% shares") held by Mr. Antonio Ferreira, the managing director of VML, a usufruct agreement dated November 10, 2008 (the "Usufruct Agreement") was entered into between Mr. Ferreira and VVDIL. The Usufruct Agreement was entered into to grant VVDIL: (1) the right to all annual profits distributed by VML; (2) the right to any and all the amounts related to the 10.0% shares in the event of the winding up of VML; and (3) the right to vote in all the shareholders' meetings of VML except for those held for the purpose of amending the articles of

HISTORY AND REORGANIZATION

association of VML, or for the merger, split-up, transformation or dissolution of VML, as allowed by the Macau Commercial Code. Under a power of attorney (the "Power of Attorney") entered into on the same date, Mr. Ferreira also conferred on VVDIL full and unlimited powers to, among other things, dispose, alienate or donate, the 10.0% shares, for a price or under any conditions it deems convenient without prior authorization or approval by Mr. Ferreira. The aforementioned 10.0% shares were previously held by Mr. Joaquim Jorge Perestrelo Neto Valente pursuant to an agreement identical to the Usufruct Agreement. Our Group has been able to exercise all voting and economic rights of the relevant 10.0% shareholding interest in VML since its incorporation. The usufruct agreements were carried out between the parties in full force and effect pending the obtaining of the relevant government approval stipulated as a condition precedent to such agreements. The approval for the Usufruct Agreement has since been obtained on October 19, 2009.

The Usufruct Agreement is effective so long as VML is not dissolved or wound up, up to the maximum term permitted under Macau law, which is currently 30 years, unless VVDIL and Mr. Ferreira mutually agree to reduce such term, or VVDIL unilaterally renounces the Usufruct Agreement. Pursuant to Macau law, the Power of Attorney is not limited in duration and cannot be rescinded or limited in any way without VVDIL's consent.

Our Macau legal advisor has confirmed that the Usufruct Agreement is valid and binding between the parties to the Usufruct Agreement and is effective under the laws of Macau. Although (a) the condition precedent of the Usufruct Agreement requiring government approval of such agreement was only obtained on October 19, 2009 and the Usufruct Agreement only became effective at such time with prospective effect and (b) the condition precedent of the usufruct agreement between VVDIL and Mr. Joaquim Jorge Perestrelo Neto Valente requiring government approval was not obtained, our Macau legal advisor is of the opinion that upon the relevant government approval being obtained on October 19, 2009, the validity, binding nature and effectiveness of the Usufruct Agreement under the laws of Macau is not affected by the past non-fulfillment of the aforementioned conditions precedent under the usufruct agreements, and that the Group will not suffer any sanctions or other legal consequences for non-fulfillment of such conditions precedent under the usufruct agreements.

There have been no changes in the shareholding of VML since its date of incorporation other than for: (1) the transfer of 10.0% of the shares in VML from VML's former managing director, Mr. Joaquim Jorge Perestrelo Neto Valente, to Mr. Ferreira on November 10, 2008, with no consideration being paid for such transfer, and (2) the transfer of 0.005% of the shares in VML from Mr. Bradley Hunter Stone, a former director of VML, to Mr. Steven Craig Jacobs on October 6, 2009, no consideration being paid for such transfer.

BONDS

Issue of Bonds

On September 4, 2009, VVDI (II), our immediate Controlling Shareholder, issued the Bonds in the aggregate principal amount of US\$600.0 million to the Bondholders. The Bonds will be mandatorily and automatically exchanged for Shares upon [●] at an exchange price equal to 90.0% of [●]. Our Macau legal advisor has advised us that because (i) the Bonds will be mandatorily and automatically exchanged for Shares upon [●], and tradeable thereafter, and (ii) the Bonds exchanged for Shares by each of the investor groups holding the Bonds will represent less than 5.0% of VML's share capital, the issue of the Bonds and the subsequent mandatory and automatic exchange of the Bonds for Shares do not require the approval of the Macau Government. The Bonds are neither secured nor guaranteed by any party.

HISTORY AND REORGANIZATION

Principal Terms and Conditions of the Bonds

The following is a summary of the principal terms and conditions of the Bonds:

Interest Rate:	<p>The Bonds bear interest at the following rate, calculated by reference to the principal amount of the Bonds:</p> <ul style="list-style-type: none"> • from (and including) September 4, 2009 to (but excluding) September 4, 2010 — 9% per annum; • from (and including) September 4, 2010 to (but excluding) September 4, 2011 — 12% per annum; and • from (and including) September 4, 2011 to (but excluding) September 4, 2014 (the "Maturity Date") — 15% per annum.
Exchange:	<p>Each Bond will be mandatorily and automatically exchanged for Shares at an exchange price equal to 90.0% of [●] on the [●].</p>
Rights:	<p>The Bondholders do not have any voting or other rights in respect of the Shares prior to the mandatory and automatic exchange of the Bonds for Shares.</p> <p>The Bondholders also do not have any right to subscribe for the Shares or the debentures of our Company or any of our subsidiaries before [●].</p> <p>Save in relation to other customary rights in the trust deed constituting the Bonds and save as disclosed in this document, the Bondholders do not have any other rights.</p>
Status:	<p>The Bonds constitute direct, senior, unconditional, unsubordinated in right of payment and unsecured obligations of VVDI (II) and will at all times rank <i>pari passu</i> and without any preference or priority among themselves and at least equally with all other present and future unsubordinated, unsecured obligations of VVDI (II), except as may be required by mandatory provisions of law.</p>
Redemption at Maturity:	<p>Unless previously redeemed, exchanged, or purchased and cancelled, VVDI (II) will redeem the Bonds at 100% of the aggregate principal amount of the Bonds together with accrued but unpaid interest to the date of redemption on the Maturity Date.</p>
Redemption at the Option of VVDI (II):	<p>The Bonds may be redeemed at the option of VVDI (II) at 100% of the principal amount of the Bonds, in whole or in part, together with accrued but unpaid interest to the date of redemption at any time from (and including) the date falling 30 days after September 4, 2009 to (but excluding) the Maturity Date, subject to redemption of a minimum of US\$50,000,000 in principal amount of the Bonds. In order to exercise such option, VVDI (II) will give not less than 30 days' nor more than 60 days' notice to, among others, the Bondholders.</p>

HISTORY AND REORGANIZATION

Redemption at the Option of the Bondholders:

Any Bondholder may, unless notice of redemption of all of the Bonds has been previously given by VVDI (II) (as referred to in the immediately preceding paragraph) on or prior to the date of deposit of a demand of redemption by such Bondholder, upon not less than 30 days nor more than 60 days prior to September 4, 2012, require VVDI (II) to redeem all or a portion (being US\$250,000 in aggregate principal amount or an integral multiple thereof) of the Bonds held by such Bondholder at 100% of the aggregate principal amount of the Bonds, together with all accrued and unpaid interest to the date of redemption.

Repurchase in the Event of Change of Control:

If a Change of Control (as defined below) has occurred, VVDI (II) will as soon as possible give notice of that fact to, among others, the Bondholders within three days after it becomes aware of such Change of Control.

If a Change of Control occurs, each Bondholder will have the right, at such Bondholder's option, to require VVDI (II) to repurchase all (or any portion of the aggregate principal amount thereof which is US\$250,000 or an integral multiple thereof) of such Bondholder's Bonds on the date set by VVDI (II) for such repurchase, which shall not be less than 30 days nor more than 60 days following the date on which VVDI (II) notifies, among others, the Bondholders in writing of the Change of Control, at a price equal to 100% of the principal amount of the Bonds, together with accrued but unpaid interest to the date of redemption.

"Change of Control" means any sale, pledge or other transfer of equity securities whereby (a) LVS ceases to own, directly or indirectly, at least 50.1% of the voting equity securities of our Company and VVDI (II); or (b) VVDI (II) ceases to own directly or indirectly 100% of the equity securities of certain subsidiaries (subject to applicable mandatory minority shareholder requirements in accordance with legal requirements of Macau and subject to certain exceptions).

Issue of Warrants:

In the event the Bonds are redeemed at the option of VVDI (II) prior to their mandatory and automatic exchange for Shares on [●], VVDI (II) will issue to each Bondholder one warrant for every US\$250,000 in aggregate principal amount of the Bonds being redeemed.

Each warrant comprises the right of the warrant holder to receive such number of Shares calculated by dividing US\$250,000 (converted into Hong Kong dollars) by a price equal to 90.0% of [●] upon payment of the exercise price of US\$250,000 by the warrant holder. The Company will issue new Shares to the warrant holders upon the exercise of the warrants.

Each warrant may be exercised at any time prior to the fifth business day prior to [●] and will otherwise not be exercisable in any other circumstances.

All warrants will automatically lapse to the extent they are not exercised prior to the fifth Business Day prior to [●], or remain outstanding on September 4, 2014, whichever is earlier.

HISTORY AND REORGANIZATION

Lock-up Period:

Each Bondholder has undertaken to Goldman Sachs, in its capacity as the placement agent of the Bonds, and VVDI (II) that, for a period from (and including) [●] and ending on (but excluding) the same calendar date in the sixth calendar month following the month in which [●] occurred, neither the Bondholder nor its, his or her nominee or trustee holding any Shares on its, his or her behalf or any other person acting on behalf of any of such persons will, except with the prior written approval of VVDI (II) and Goldman Sachs:

- (a) issue, offer, sell, grant, contract to sell, pledge, encumber or otherwise transfer or dispose of any Shares received upon exchange of the Bonds or any securities convertible or exchangeable into or exercisable for such Shares or warrants or options or other rights to purchase or sell such Shares or any security or financial product whose value is determined directly or indirectly by reference to the price of such Shares, including equity swaps, forward sales and options representing the right to receive or dispose of any such Shares (whether or not such contract is to be settled by delivery of such Shares or such other securities, in cash or otherwise); or
- (b) enter into any other arrangement that obligates it, him or her to transfer to others, in whole or in part, any of the economic consequences of ownership of such Shares; or
- (c) publicly announce any such issuance, offer, sale, grant, contract, pledge, encumbrance, transfer or disposal of any such Shares set out in sub-paragraph (a) above or make public any intention to do so; or
- (d) engage in any transaction, arrangement or activity having an economic effect similar to any of the activities set out in sub-paragraph (a), (b) or (c) above.

In the event the Bonds are redeemed by VVDI (II) and warrants are issued to the Bondholders, the warrantholders will give the same lock-up undertaking described above to Goldman Sachs and VVDI (II) in respect of the Shares obtained upon exercise of the warrants.

Transferability:

The Bonds may be transferred by the Bondholders subject to the consent of VVDI (II) (which consent shall not be unreasonably withheld, it being understood that (a) consent may not be withheld to a transfer by a Bondholder to one of its affiliates (except such consent may be withheld pursuant to sub-paragraph (b) below), provided that such affiliate remains an affiliate of such Bondholder after the transfer; and (b) consent may be withheld with respect to a transfer to any person who or whose affiliate is engaged in any business activity that competes with the business of VVDI (II) and certain subsidiaries or with respect to any transfer which would or might, in the reasonable opinion of VVDI (II), have a material adverse effect on VVDI (II)'s ability or the ability of certain subsidiaries to comply with applicable gaming regulatory requirements).

Governing Law:

English law

HISTORY AND REORGANIZATION

Use of Proceeds From the Issue of the Bonds

The net proceeds received by VVDI (II) from the sale and issuance of the Bonds were on-lent to our Company by way of a shareholder's loan. Through this shareholder's loan, we borrowed US\$582.0 million, an amount equal to the net proceeds received by VVDI (II). The shareholder's loan bears interest at the same rate as that of the Bonds, is not secured by assets of the Group and is due upon demand. The proceeds received by our Company under the shareholder's loan were on-lent by our Company to certain members of our Group by way of intercompany loans in order to repay outstanding intercompany payables owed to certain members of the LVS Group. The intercompany loans between our Company and certain members of our Group do not bear interest, are not secured by assets of the respective obligors and are due upon demand. The intercompany loans between our Company and certain members of our Group will remain in place after [●]. Concurrent with the completion of the [●], our obligations under the intercompany shareholder's loan will be satisfied by our Company through the issuance of Shares directly to the Bondholders in connection with the mandatory and automatic exchange of the Bonds for Shares. Immediately upon the completion of the [●], we will not have any intercompany debt owed to the LVS Group.

Bondholders

The Bonds were issued to 25 Bondholders comprising nine separate investor groups (including high net worth individuals, hedge funds and private equity funds). Each of the Bondholders and the investor groups holding the Bonds is a third party who is not connected with our Group, our Directors or their associates, the LVS Group or LVS's directors or their associates. Upon the mandatory and automatic exchange of the Bonds for Shares, each of the nine investor groups holding the Bonds will own less than approximately [2.0]% of our issued and outstanding share capital following the completion of the [●] and the mandatory and automatic exchange of the Bonds for Shares (assuming [●] is not exercised and without taking into account any Shares which may be subscribed by each Bondholder in [●]). None of the nine investor groups holding the Bonds will become substantial shareholders (as defined under the Listing Rules) of our Company following the completion of [●] and the mandatory and automatic exchange of the Bonds for Shares.

As of the Latest Practicable Date, none of the Convertible Bonds has been redeemed or repurchased by VVDI (II) or our Company.