

A. FURTHER INFORMATION ABOUT OUR GROUP

1. Incorporation of Our Company

We were incorporated in the Cayman Islands under the Cayman Companies Law as an exempted company with limited liability on July 15, 2009. We have established a principal place of business in Hong Kong at Level 39, One Exchange Square, 8 Connaught Place, Central, Hong Kong and were registered with the Registrar of Companies in Hong Kong as a non-Hong Kong company under Part XI of the Companies Ordinance on October 8, 2009. Steven Craig Jacob and Luis Nuno Mesquita de Melo have been appointed the authorized representative of our Company for the acceptance of service of process and notices on behalf of our Company in Hong Kong.

As we are incorporated in the Cayman Islands, our corporate structure and Articles of Association are subject to the relevant laws and regulations of the Cayman Islands. A summary of the relevant laws and regulations of the Cayman Islands and of the Articles of Association is set out in “Summary of the Constitution of Our Company and Cayman Companies Law” in Appendix VI to this document.

2. Changes in the Share Capital of Our Company

As of the date of our incorporation, our initial authorized share capital was US\$50,000 divided into 5,000,000 Shares of US\$0.01 each.

On July 15, 2009, 1 share with the par value of US\$0.01 was issued to Walkers Nominees Limited. This share was transferred to VVDI (II) on July 16, 2009.

[●]

Other than pursuant to the exercise of [●], there is no intention to issue any of the authorized but unissued share capital of our Company and, without the prior approval of the Shareholders in general meeting.

Save for aforesaid and as mentioned in “—Resolutions in Writing of the Sole Shareholder of Our Company passed on [●]” below, there has been no alteration in the share capital of our Company since its incorporation.

3. Resolutions in Writing of the Sole Shareholder of Our Company Passed on [●]

Pursuant to the written resolutions passed by the sole Shareholder of our Company on [●], amongst others:

- (a) our Company approved and adopted the Articles of Association conditional upon [●];
- (b) the authorized share capital of our Company was increased from [●] to [●] by the creation of an additional [●] Shares;

[●]

4. Corporate Reorganization

The companies comprising our Group underwent the Reorganization in preparation for [●]. Please refer to the section “History and Reorganization” for further details.

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5. Changes in the Share Capital of Subsidiaries

Our Company's subsidiaries are referred to in the Accountant's Report, the text of which is set out in Appendix I to this document. Save for the subsidiaries mentioned in Appendix I to this document, our Company has no other subsidiaries.

[There has been no alteration in the share capital of any of the subsidiaries of our Company within the two years immediately preceding the date of this document.]

6. [●]

B. FURTHER INFORMATION ABOUT OUR BUSINESS

1. Summary of Material Contracts

We have entered into the following contracts (not being contracts entered into in the ordinary course of business) within the two years preceding the date of this document that are or may be material:

- (i) the Non-Competition Deed;
- (ii) the Shared Services Agreement;
- (iii) the Second Trademark Sub-License Agreement;
- (iv) the Deed of Subordination dated September 4, 2009 entered into between Citicorp International Limited (as trustee), LVS, Las Vegas Sands, LLC, Venetian Casino Resort, LLC and Venetian Marketing, Inc. (as subordinated creditors) and VVDI(II), VVDIL, VML, VCL, VML US Finance LLC, Venetian Macau Finance Company, the Company, Cotai Ferry, Venetian Orient Limited, Venetian Travel Limited and Venetian Retail Limited (the companies) pursuant to which each of the subordinated creditors agreed to subordinate the intercompany and shareholders' loans made available by the subordinated creditors to the companies;
- (v) the Addendum to the Ferry Financing Facility and supplement to the Ferry Financing Facility dated August 20, 2009 entered into between Cotai Ferry (as borrower), Banco Nacional Ultramarino S.A and Bank of China Limited, Macau Branch) (as lenders), Cotai WaterJets (HK), Cotaijet 311 Ltd., Cotaijet 312 Ltd., Cotaijet 313 Ltd., Cotaijet 314 Ltd., Cotaijet 315 Ltd., Cotaijet 316 Ltd., Cotaijet 317 Ltd., Cotaijet 318 Ltd., Cotaijet 319 Ltd., and Cotaijet 320 Ltd. (each as an original guarantor), Cotaijet Holdings (II) Limited, Cotaijet 350 Ltd., Cotaijet 351 Ltd., Cotaijet 352 Ltd., and Cotaijet 353 Ltd. (each as an additional guarantor) pursuant to which amendments were made to the Ferry Financing Facility. See "Financial Information-Description of Material Indebtedness-Ferry Financing Facility";
- (vi) the Second Amendment to Credit Agreement dated August 12, 2009 entered into between VML US Finance LLC (as borrower), VML, The Bank of Nova Scotia (as administrative agent for the lenders) and a syndicate of lenders pursuant to which certain provisions of the Macau Credit Facility were amended. A summary of the amendments made is set out in "Financial Information-Description of Material Indebtedness-Macau Credit Facility";
- (vii) the Amendment to the land concession for Parcels 1, 2 and 3 dated October 24, 2008 entered into between the Macau Government, VCL and VML. See "Business-Land Concessions";
- (viii) the Sale and purchase agreement dated September 2, 2009 entered into between VVDI (I) and VVDIL 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;

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- (ix) the Sale and purchase agreement dated September 28, 2009 entered into between VVDIL and VVDI (I) 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;
- (x) the Sale and purchase agreement dated September 28, 2009 entered into between VVDIL and VVDI (I) 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;
- (xi) [the Sale and purchase agreement dated [●], 2009 entered into between VVDI (II) and our Company pursuant to which VVDI (II) agreed to sell and our Company agreed to purchase (i) 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;]
- (xii) [the Novated and Restated Subordinated Promissory Note dated [●] entered into between the Company (as maker), Las Vegas Sands, LLC (as payee) and VCL pursuant to which the Second Amended and Restated Subordinated Promissory Note dated March 27, 2006 entered into between VML (as maker) and Las Vegas Sands, LLC (as payee), as assigned by VML to VCL pursuant to the Transfer, Assignment and Assumption Agreement dated December 29, 2006, was amended such that the repayment obligation of the principal amount of US\$50.0 million owed by VCL to Las Vegas Sands, LLC was assigned to and assumed by our Company;]
- (xiii) [the Novated and Restated Subordinated Promissory Note dated [●] entered into between the Company (as maker), LVS (as payee) and VCL, pursuant to which the Amended and Restated Subordinated Promissory Note dated May 18, 2006 entered into between VML and Venetian Macau Finance Company (both as makers) and LVS (as payee), as assigned by VML and Venetian Macau Finance Company to VCL pursuant to the Transfer, Assignment and Assumption Agreement dated December 29, 2006, was amended such that the repayment obligation of the principal amount of US\$71,951,472.40 owed by VCL to LVS was assigned to and assumed by our Company;]
- (xiv) [the Novated and Restated Subordinated Promissory Note dated [●] entered into between our Company (as maker), LVS (as payee) and VML US Finance LLC pursuant to which the Amended and Restated Subordinated Promissory Note dated June 24, 2009 entered into between VML US Finance LLC (as maker) and LVS (as payee) was amended such that the repayment obligation of the principal amount of US\$20.0 million owed by VML US Finance LLC to LVS was assigned to and assumed by our Company;]
- (xv) [the Novated and Restated Subordinated Promissory Note dated [●] entered into between our Company (as maker), LVS (as payee) and VML US Finance LLC pursuant to which the Amended and Restated Subordinated Promissory Note dated December 28, 2008 entered into between VML US Finance LLC (as maker) and LVS (as payee) was amended such that the repayment obligation of the principal amount of US\$20.0 million owed by VML US Finance LLC to LVS was assigned to and assumed by our Company;]
- (xvi) the promissory note dated September 4, 2009 entered into between our Company (as maker) and VVDI(II) (as payee) for the US\$582.0 million received by VVDI(II) from the issue of the Bonds which were on-lent to our Company by way of an intercompany shareholder's loan. See "History and Reorganization-Bonds"; and
- (xvii) [●].

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2. Intellectual Property Rights of Our Group

- (a) As of the Latest Practicable Date, the following trademarks which were material in relation to the Group's business were licensed to our Group:

Material Trademark	Registered Owner	Class	Validity Period	Registration No.	Place of Registration
The PAIZA	LAS VEGAS SANDS CORP.	41	November 5, 2003 – November 5, 2010	N/11820	Macau
The PAIZA CLUB	LAS VEGAS SANDS CORP.	41	November 5, 2003 – November 5, 2010	N/11821	Macau
	LAS VEGAS SANDS CORP.	42	December 7, 2005 – December 7, 2012	N/18227	Macau
	LAS VEGAS SANDS CORP.	35, 41, 42	February 10, 2003 – February 10, 2017	N/10488 (cl 35) N/10489 (cl 41) N/10490 (cl 42)	Macau
	LAS VEGAS SANDS CORP.	35, 41, 42	February 10, 2003 – February 10, 2017	N/10491 (cl 35) N/10492 (cl 41) N/10493 (cl 42)	Macau
	LAS VEGAS SANDS CORP.	35, 41, 42	February 10, 2003 – February 10, 2017	N/10494 (cl 35) N/10495 (cl 41) N/10496 (cl 42)	Macau
U PIN 御匾	LAS VEGAS SANDS CORP.	41	November 5, 2003 – November 5, 2010	N/11822	Macau
U PIN KOI LOK POU 御匾俱樂部	LAS VEGAS SANDS CORP.	41	February 5, 2004 – February 5, 2011	N/11823	Macau


















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Material Trademark	Registered Owner	Class	Validity Period	Registration No.	Place of Registration
	LAS VEGAS SANDS CORP.	35, 41, 42	January 10, 2003 – January 10, 2017	N/10380 (cl 35) N/10381 (cl 41) N/10408 (cl 42)	Macau
	LAS VEGAS SANDS CORP.	35, 41, 42	January 10, 2003 – January 10, 2017	N/10382 (cl 35) N/10383 (cl 41) N/10384 (cl 42)	Macau
LAS VEGAS SANDS	LAS VEGAS SANDS CORP.	35, 41, 42	January 10, 2003 – January 10, 2017	N/10385 (cl 35) N/10386 (cl 41) N/10387 (cl 42)	Macau
LAS VEGAS SANDS INC.	LAS VEGAS SANDS CORP.	35, 41, 42	January 10, 2003 – January 10, 2017	N/10388 (cl 35) N/10389 (cl 41) N/10390 (cl 42)	Macau
SANDS CASINO	LAS VEGAS SANDS CORP.	35, 41, 42	and N/10395: January 10, 2003 – January 10, 2017	N/10391 (cl 35) N/10393 (cl 41) N/10395 (cl 42)	Macau
SANDS	LAS VEGAS SANDS CORP.	35, 41, 42	January 10, 2003 – January 10, 2017	N/10396 (cl 35) N/10397 (cl 41) N/10398 (cl 42)	Macau
	LAS VEGAS SANDS CORP.	35, 41, 42	February 5, 2004 – February 5, 2011	N/12408 (cl 35) N/12407 (cl 41) N/12406 (cl 42)	Macau
	LAS VEGAS SANDS CORP.	35, 41, 42	February 5, 2004 – February 5, 2011	N/12411 (cl 35) N/12410 (cl 41) N/12409 (cl 42)	Macau
	LAS VEGAS SANDS CORP.	35, 41, 42	May 11, 2004 – May 11, 2011	N/13008 (cl 35) N/13010 (cl 41) N/13009 (cl 42)	Macau
	LAS VEGAS SANDS CORP.	35, 41, 42	May 11, 2004 – May 11, 2011	N/13011 (cl 35) N/13012 (cl 41) N/13013 (cl 42)	Macau
THE VENETIAN	LAS VEGAS SANDS CORP.	35, 41, 42	January 10, 2003 – January 10, 2017	N/10399 (cl 35) N/10400 (cl 41) N/10401 (cl 42)	Macau
VENETIAN	LAS VEGAS SANDS CORP.	35, 41, 42	January 10, 2003 – January 10, 2017	N/10402 (cl 35) N/10403 (cl 41) N/10404 (cl 42)	Macau
THE VENETIAN RESORT HOTEL CASINO	LAS VEGAS SANDS CORP.	35, 41, 42	January 10, 2003 – January 10, 2017	N/10405 (cl 35) N/10406 (cl 41) N/10407 (cl 42)	Macau
	LAS VEGAS SANDS CORP.	35, 41, 42	January 10, 2003 – January 10, 2017	N/10409 (cl 35) N/10410 (cl 41) N/10411 (cl 42)	Macau

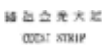


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Material Trademark	Registered Owner	Class	Validity Period	Registration No.	Place of Registration
	LAS VEGAS SANDS CORP.	35, 41, 42	January 10, 2003 – January 10, 2017	N/10412 (cl 35) N/10413 (cl 41) N/10414 (cl 42)	Macau
	LAS VEGAS SANDS CORP.	35, 41, 42	February 10, 2003 – February 10, 2017	N/10485 (cl 35) N/10486 (cl 41) N/10487 (cl 42)	Macau
	LAS VEGAS SANDS CORP.	39	May 30, 2007 – May 30, 2014	N/25968	Macau
	LAS VEGAS SANDS CORP.	39	May 30, 2007 – May 30, 2014	N/25969	Macau
	LAS VEGAS SANDS CORP.	39	May 30, 2007 – May 30, 2014	N/25972	Macau
	LAS VEGAS SANDS CORP.	3	November 22, 2005 – November 22, 2012	N/16216	Macau
	LAS VEGAS SANDS CORP.	14	November 22, 2005 – November 22, 2012	N/16217	Macau
	LAS VEGAS SANDS CORP.	16	November 22, 2005 – November 22, 2012	N/16218	Macau
	LAS VEGAS SANDS CORP.	18	November 22, 2005 – November 22, 2012	N/16219	Macau
	LAS VEGAS SANDS CORP.	32	November 22, 2005 – November 22, 2012	N/16220	Macau
	LAS VEGAS SANDS CORP.	33	November 22, 2005 – November 22, 2012	N/16221	Macau
	LAS VEGAS SANDS CORP.	34	November 22, 2005 – November 22, 2012	N/16222	Macau
	LAS VEGAS SANDS CORP.	35	November 22, 2005 – November 22, 2012	N/16223	Macau
	LAS VEGAS SANDS CORP.	36	November 22, 2005 – November 22, 2012	N/16224	Macau
	LAS VEGAS SANDS CORP.	37	November 22, 2005 – November 22, 2012	N/16225	Macau
	LAS VEGAS SANDS CORP.	39	November 22, 2005 – November 22, 2012	N/16226	Macau
	LAS VEGAS SANDS CORP.	41	November 22, 2005 – November 22, 2012	N/16227	Macau

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	LAS VEGAS SANDS CORP.	42	November 22, 2005 – November 22, 2012	N/16228	Macau
COTAI STRIP 路氹金光大道	LAS VEGAS SANDS CORP.	3, 6, 9, 14, 18, 20, 21, 25, 28, 32, 33, 34	May 8, 2006 – May 8, 2013	N/16440 (cl 3) N/16441 (cl 6) N/16442 (cl 9) N/16443 (cl 14) N/16444 (cl 18) N/16445 (cl 20) N/16446 (cl 21) N/16447 (cl 25) N/16448 (cl 28) N/16449 (cl 32) N/16450 (cl 33) N/16451 (cl 34) N/16452 (cl 35) N/16453 (cl 39) N/16454 (cl 41) N/16455 (cl 42)	Macau
路氹大道	LAS VEGAS SANDS CORP.	39, 41, 43	December 14, 2008 – December 13, 2018	4634588 (cl 39) 4634589 (cl 41) 4634590 (cl 43)	China
路氹大道	LAS VEGAS SANDS CORP.	39, 41, 43	December 14, 2008 – December 13, 2018	4634315 (cl 39) 4634316 (cl 41) 4634587 (cl 43)	China
	LAS VEGAS SANDS CORP.	35	May 28, 2004 – May 27, 2014	3330106	China
	LAS VEGAS SANDS CORP.	41	December 21, 2007 – December 20, 2017	3395912	China
COTAI STRIP	LAS VEGAS SANDS CORP.	3, 6, 9, 14, 18, 20, 21, 25, 28, 32, 33, 34, 35, 44	March 17, 2005 – March 16, 2015	300387856AA	Hong Kong
路氹金光大道	LAS VEGAS SANDS CORP.	36, 39, 41, 43, 44	August 3, 2005 – August 2, 2015	300470114	Hong Kong
COTAI STRIP	LAS VEGAS SANDS CORP.	39, 41, 43, 44	August 16, 2006 – August 15, 2016	01224632	Taiwan
COTAI STRIP	LAS VEGAS SANDS CORP.	35, 36	July 16, 2009 – July 15, 2019	01371323	Taiwan







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COTAI STRIP	LAS VEGAS SANDS CORP.	3, 6, 9, 14, 18, 20, 21, 25, 28, 32, 33, 34, 35, 39, 41, 43, 44, 45	June 28, 2008 —	4546182 (cl 03)	China
			June 27, 2018		
			December 21, 2007 —	4546183 (cl 06)	
			December 20, 2017		
			December 21, 2007 —	4546186 (cl 09)	
			December 20, 2017		
			July 21, 2008 —	4546190 (cl 14)	
			July 20, 2018		
			November 28, 2008 —	4546175 (cl 18)	
			November 27, 2018		
			July 14, 2008 —	4546174 (cl 20)	
			July 13, 2018		
			July 28, 2008 —	4546173 (cl 21)	
			July 27, 2018		
			November 28, 2008 —	4546172 (cl 25)	
			November 27, 2018		
			January 28, 2009 —	4546171 (cl 28)	
			January 27, 2019		
			October 28, 2007 —	4546185 (cl 32)	
			October 27, 2017		
			October 28, 2007 —	4546170 (cl 33)	
			October 27, 2017		
			October 28, 2007 —	4546169 (cl 34)	
			October 27, 2017		
			October 7, 2008 —	4546189 (cl 35)	
			October 6, 2018		
			October 7, 2008 —	4546191 (cl 39)	
			October 6, 2018		

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			October 7, 2008 — October 6, 2018	4546168 (cl 41)	
			October 7, 2008 — October 6, 2018	4546167 (cl 43)	
			October 7, 2008 — October 6, 2018	4546166 (cl 44)	
			October 7, 2008 — October 6, 2018	4546160 (cl 45)	
SANDS	LAS VEGAS SANDS CORP.	39, 41, 43, 45	April 29, 2008 April 28, 2018	301104380	Hong Kong
	LAS VEGAS SANDS CORP.	39, 41, 43, 45	May 2, 2008 – May 1, 2018	301108025	Hong Kong
	LAS VEGAS SANDS CORP.	35, 39, 41, 43	February 6, 2008 February 5, 2018	301048130	Hong Kong
威尼斯人 Wei Ni Si Ren) (THE VENETIAN in CC)	LAS VEGAS SANDS CORP.	35, 39, 41, 43	April 29, 2008 – April 28, 2018	301104353	Hong Kong
	LAS VEGAS SANDS CORP.	36, 39, 41, 43, 44	August 3, 2005 – August 2, 2015	300470141	Hong Kong
	LAS VEGAS SANDS CORP.	36, 39, 41, 43, 44	August 3, 2005 – August 2, 2015	300470132	Hong Kong
	LAS VEGAS SANDS CORP.	3, 6, 9, 14, 16, 18, 20, 21, 25, 28, 29, 30, 34, 39, 41, 43, 44, 45	January 7, 2008 – January 6, 2018	301026666	Hong Kong
THE VENETIAN	LAS VEGAS SANDS CORP.	3, 6, 9, 14, 16, 18, 20, 21, 25, 28, 29, 30, 34, 35, 44, 45	July 16, 2009 – July 15, 2019	01371211	Taiwan
THE VENETIAN	LAS VEGAS SANDS CORP.	36, 39, 41, 43	February 16, 2009 – February 15, 2019	01351223	Taiwan
	LAS VEGAS SANDS CORP.	36, 39, 41, 43	February 16, 2009 – February 15, 2019	01351220	Taiwan

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	LAS VEGAS SANDS CORP.	3, 9, 16, 18, 21, 25, 28	June 1, 2009 – May 31, 2019	01365514	Taiwan
	LAS VEGAS SANDS CORP.	36, 39, 41, 43	February 16, 2009 – February 15, 2019	01351221	Taiwan
	LAS VEGAS SANDS CORP.	3, 6, 9, 14, 16, 18, 20, 21, 25, 28, 29, 30, 34, 35, 44, 45	July 1, 2009 – June 30, 2019	01369258	Taiwan
	LAS VEGAS SANDS CORP.	36, 39, 41, 43	February 16, 2009 – February 15, 2019	01351222	Taiwan
PAIZA	LAS VEGAS SANDS CORP.	3, 16, 21, 25, 34, 41, 43, 45	August 13, 2007 – August 12, 2017	300933282	Hong Kong
	LAS VEGAS SANDS CORP.	3, 16, 21, 25, 34, 41, 43, 45	August 13, 2007 – August 12, 2018	300933273	Hong Kong
GRAND CANAL SHOPS	LAS VEGAS SANDS CORP.	35, 36, 41	August 3, 2005 – August 2, 2015	300470123	Hong Kong
大運河購物中心 大運河购物中心	LAS VEGAS SANDS CORP.	16, 35, 41, 43, 44	April 29, 2008 – April 28, 2018	301104371	Hong Kong
COTAI STRIP	LAS VEGAS SANDS CORP.	39, 41, 43, 44	August 16, 2006 – August 15, 2016	01224632	Taiwan
THE COTAI STRIP COTAIJET	LAS VEGAS SANDS CORP.	39	August 2, 2007 – August 1, 2017	300926497	Hong Kong
COTAI STRIP COTAI Limo 路氹金光大道金光專車					
COTAI STRIP COTAI Limo 路氹金光大道金光专车					
	LAS VEGAS SANDS CORP.	39, 41, 45	May 14, 2008 – May 13, 2018	301115540	Hong Kong
路氹金光大道金光專車 路氹金光大道金光专车	LAS VEGAS SANDS CORP.	12, 16, 39, 45	September 4, 2008 – September 3, 2018	301195425	Hong Kong

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路氹金光大道金光票務 路氹金光大道金光票務	LAS VEGAS SANDS CORP.	16, 39, 45	September 4, 2008 – September 3, 2018	301195434	Hong Kong
路氹金光大道金光會展 路氹金光大道金光會展	LAS VEGAS SANDS CORP.	18, 20, 21, 35, 39, 41, 43	September 4, 2008 – September 3, 2018	301195470	Hong Kong
路氹金光大道金光旅遊 路氹金光大道金光旅遊	LAS VEGAS SANDS CORP.	18, 20, 21, 39	September 4, 2008 – September 3, 2018	301195452	Hong Kong
路氹金光大道金光穿梭巴士 路氹金光大道金光穿梭巴士	LAS VEGAS SANDS CORP.	12, 16, 18, 20, 21, 39, 45	September 4, 2008 – September 3, 2018	301195489	Hong Kong
路氹金光大道金光綜藝館 路氹金光大道金光綜藝館	LAS VEGAS SANDS CORP.	18, 20, 21, 35, 41, 43	September 4, 2008 – September 3, 2018	301195443	Hong Kong
路氹金光大道 金光飛航	LAS VEGAS SANDS CORP.	39, 41	December 1, 2008 – November 30, 2018	01340941	Taiwan
THE COTAI STRIP COTAIJET	LAS VEGAS SANDS CORP.	39, 41	September 1, 2008 – August 31, 2018	01327777	Taiwan
路氹金光大道金光綜藝館	LAS VEGAS SANDS CORP.	41, 43	July 16, 2009 – July 15, 2019	01371325	Taiwan
Material Trademark	Registered Owner	Class	Date of application	Registration No.	Place of Registration
	LAS VEGAS SANDS CORP.	9, 12, 16, 18, 20, 21, 35, 39, 41, 43	September 3, 2008 – September 2, 2018	301194543	Hong Kong
COTAI STRIP COTAITRAVEL	LAS VEGAS SANDS CORP.	39	July 16, 2009 – July 15, 2019	01370977	Taiwan
路氹金光大道金光旅遊	LAS VEGAS SANDS CORP.	39	July 16, 2009 – July 15, 2019	01370978	Taiwan
COTAI STRIP COTAIARENA	LAS VEGAS SANDS CORP.	41, 43	July 16, 2009 – July 15, 2019	01371326	Taiwan

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<u>Material Trademark</u>	<u>Registered Owner</u>	<u>Class</u>	<u>Date of application</u>	<u>Registration No.</u>	<u>Place of Registration</u>
COTAI STRIP COTAIREWARDS CLUB	LAS VEGAS SANDS CORP.	35, 41	July 16, 2009 – July 15, 2019	01371322	Taiwan
路氹金光大道濠會	LAS VEGAS SANDS CORP.	35, 41	July 16, 2009 – July 15, 2019	01371324	Taiwan
大運河	LAS VEGAS SANDS CORP.	12	August 24, 2009 – August 24, 2016	N/35268	Macau
大运河	LAS VEGAS SANDS CORP.	12	August 24, 2009 – August 24, 2016	N/35274	Macau
大運河購物	LAS VEGAS SANDS CORP.	12	August 24, 2009 – August 24, 2016	N/35280	Macau
大运河购物	LAS VEGAS SANDS CORP.	12	August 24, 2009 – August 24, 2016	N/35283	Macau
THE GRAND CANAL SHOPPES	LAS VEGAS SANDS CORP.	12	August 24, 2009 – August 24, 2016	N/35294	Macau

- (b) As of the Latest Practicable Date, the following trademarks which were material in relation to the Group's business were owned by our Group:


<u>Material Trademark</u>	<u>Registered Owner</u>	<u>Class</u>	<u>Validity Period</u>	<u>Registration No.</u>	<u>Place of Registration</u>
COTAI PLAZA CASINO	Venetian Macau Limited	12	July 10, 2008 – July 10, 2018	301157085	Hong Kong
COTAI PLAZA CASINO	Venetian Macau Limited	41	January 9, 2008 – January 9, 2018	301028411	Hong Kong
COTAI STRIP TRAVEL	Venetian Travel Limited	39	July 30, 2007 – July 30, 2014	N/25980	Macau
COTAI TRAVEL	Venetian Travel Limited	39	February 2, 2009 – February 2, 2016	N/25978	Macau
	Venetian Macau Limited	41	December 7, 2005 – December 7, 2012	N/18228	Macau
	Venetian Macau Limited	42	May 11, 2004 – May 11, 2011	N/12909	Macau
	Venetian Macau Limited	42	May 11, 2004 – May 11, 2011	N/12910	Macau

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<u>Material Trademark</u>	<u>Registered Owner</u>	<u>Class</u>	<u>Validity Period</u>	<u>Registration No.</u>	<u>Place of Registration</u>
	Venetian Macau Limited	42	May 11, 2004 – May 11, 2011	N/12911	Macau
	Venetian Macau Limited	42	May 11, 2004 – May 11, 2011	N/12912	Macau
	Venetian Macau Limited	42	May 11, 2004 – May 11, 2011	N/12913	Macau
	Venetian Macau Limited	42	May 11, 2004 – May 11, 2011	N/12914	Macau
	Venetian Macau Limited	42	May 11, 2004 – May 11, 2011	N/12915	Macau
	Venetian Macau Limited	42	May 11, 2004 – May 11, 2011	N/12916	Macau
	Venetian Macau Limited	42	May 11, 2004 – May 11, 2011	N/13006	Macau
	Venetian Macau Limited	41	May 11, 2004 – May 11, 2011	N/13007	Macau
	Venetian Macau Limited	43	January 9, 2007 – January 9, 2014	N/23365	Macau
BAR FLORIAN / LOK IAN PA (C.C.) / 洛欣吧 	Venetian Cotai Limited	43	March 28, 2008 – March 28, 2015	N31739	Macau
IMPERIAL HOUSE / DIM SUM / TAI WONG TIM SAM (C.C.) / 帝王點心 	Venetian Cotai Limited	43	March 28, 2008 – March 28, 2015	N/31740	Macau
CAN TON / HEI UT (C.C.) 喜粵 	Venetian Cotai Limited	43	March 28, 2008 – March 28, 2015	N/31741	Macau
BELLINI / LOUNGE / PAK LEI CHAO LONG (C.C.) / 百利酒廊 	Venetian Cotai Limited	43	March 28, 2008 – March 28, 2015	N/31742	Macau
RED DRAGON NOODLES / CHEK LONG MIN KUN (C.C.) / 赤龍麵館 	Venetian Cotai Limited	43	March 28, 2008 – March 28, 2015	N/31743	Macau

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Material Trademark	Registered Owner	Class	Validity Period	Registration No.	Place of Registration
金光飛航	Venetian Cotai Limited	39	April 23, 2008 – April 23, 2015	N/31066	Macau
COTAIJET	Venetian Cotai Limited	39	April 23, 2008 – April 23, 2015	N/31067	Macau
路氹金光大道 金光飛航	Venetian Cotai Limited	39	April 23, 2008 – April 23, 2015	N/31065	Macau
THE COTAI STRIP COTAIJET	Venetian Cotai Limited	39	April 23, 2008 – April 23, 2015	N/31064	Macau
金光飛航	Venetian Cotai Limited	39	August 2, 2007 – August 1, 2017	300926488	Hong Kong
COTAIJET	Venetian Cotai Limited	39	August 2, 2007 – August 1, 2017	300926479	Hong Kong
路氹金光大道 金光飛航	Venetian Cotai Limited	39	August 2, 2007 – August 1, 2017	300926505	Hong Kong
金光飛航	Venetian Cotai Limited	39,41	December 1, 2008 – November 30, 2018	01340940	Taiwan
COTAIJET	Venetian Cotai Limited	39,41	October 1, 2008 – September 30, 2018	01332109	Taiwan
	Venetian Macau Limited	35, 39, 41, 43, 45	May 25, 2009 – May 25, 2016	N/40581 (cl.35) N/40582 (39) N/40583 (41) N/40584 (43) N/40585 (45)	Macau

The Group is also licensed to use marks similar to the ones disclosed above which are registered or under application in countries outside the Restricted Zone, for the purpose of marketing its businesses within the Restricted Zone.

Save as aforesaid, there are no other trademarks or intellectual property rights which are material in relation to our business.

C. FURTHER INFORMATION ABOUT OUR DIRECTORS AND EXPERTS

1. Particulars of Service Contracts

(a) Executive Directors

Each of the executive Directors has entered into a service contract with our Company under which they agreed to act as executive Directors for an initial term of [●] years commencing from their respective date of appointment, which may be terminated by not less than [●] months' notice in writing served by either the executive Director or our Company.

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The appointments of the executive Directors are subject to the provisions of retirement and rotation of Directors under the Articles.

Under Mr. Stephen John Weaver's existing employment contract with Venetian Marketing Services Limited, he is also entrusted with responsibilities with respect to retail leasing activities in Marina Bay Sands, which is not part of the Group. Such leasing is approximately 80% completed, and expected to be completed by [●] 2010. Mr. Weaver's remuneration in respect of such responsibilities is borne by companies in the LVS Group and our Company does not have any obligation to pay him, nor does our Company receive any reimbursement from any LVS Group companies in respect of such remuneration. Mr. Weaver is not expected to spend significant amounts of time on the completion of these responsibilities. Proposals to lease in Singapore are unlikely to be in direct competition with proposals to lease in Macau, since retail outlets in the two geographical locations address very different consumer demographics and the marketing space, location, estimated traffic, vicinity to unfriendly competition and other retail metrics will unlikely be comparable in any particular case. Accordingly, we consider that there is no potential conflict or competition with respect to the position of our Company for Mr. Weaver to continue discharging and complete such responsibilities owed to Marina Bay Sands. Mr. Weaver's transitional duties in this regard are subject to review by the General Counsel of our Company from time to time, and in the event that our Company considers that there may be a conflict with his duties to our Company in respect of any particular leasing proposal, then Mr. Weaver and LVS have agreed that he will not be involved in the handling of the proposal considered by our Company to create a conflict for him. With regard to Mr. Weaver's duties as a Director of our Company, until such time when his remuneration under such contract is settled by LVS at the end of such contract, currently expected to be [●] 2010, Mr. Weaver will, if required under our Articles of Association, the Cayman Companies Law or the Listing Rules or other regulatory requirement, recuse in respect of any resolution of the Board of our Company where the counterparty is a member of the LVS Group or the transaction is one in which a member of LVS Group is materially interested otherwise than through LVS's shareholding in the Company.

(b) Non-executive Directors and Independent Non-executive Directors

Each of the non-executive Directors and the independent non-executive Directors has signed an appointment letter with our Company for a term of [●] years with effect from their respective date of appointment. Under their respective appointment letters, the non-executive Directors are not entitled to any director's fee, and each of the independent non-executive Directors is entitled to a fixed director's fee. The appointments are subject to the provisions of retirement and rotation of Directors under the Articles.

(c) Others

- (i) Save as disclosed above, none of the Directors has entered into any service contract with any member of our Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation other than statutory compensation).
- (ii) During the year ended December 31, 2008, the aggregate of the remuneration and benefits in kind payable to the Directors was approximately [●]. Details of the Directors' remuneration are also set out in note [●] of the "Accountant's Report" set out in Appendix I to this document.
- (iii) Under the arrangements currently in force, the aggregate of the remuneration and benefits in kind payable to the Directors for the year ending December 31, 2009 is estimated to be approximately [●].
- (iv) None of the Directors or any past directors of any members of our Group has been paid any sum of money for the three years ended December 31, 2008 (i) as an

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inducement to join or upon joining our Company or (ii) for loss of office as a director of any member of our Group or of any other office in connection with the management of the affairs of any member of our Group.

- (v) There has been no arrangement under which a Director has waived or agreed to waive any remuneration or benefits in kind for the three years ended December 31, 2008.
- (vi) None of the Directors has been or is interested in the promotion of, or in the property proposed to be acquired by, our Company, and no sum has been paid or agreed to be paid to any of them in cash or shares or otherwise by any person either to induce him to become, or to qualify him as, a Director, or otherwise for services rendered by him in connection with the promotion or formation of our Company.

2. Competing Interest of the Directors

Please refer to "Relationship with Our Controlling Shareholders."

3. Fees or Commissions Received

Save as disclosed in this document, none of the Directors or any of the persons whose names are listed in "Other Information—Consents of Experts" in this Appendix VII had received any commissions, discounts, agency fee, brokerages or other special terms in connection with the issue or sale of any capital of any member of our Group within the two years immediately preceding the date of this document.

4. Disclaimers

Save as disclosed this document:

- (a) none of our Directors has any direct or indirect interest in the promotion of our Company, or in any assets which have within the two years immediately preceding the date of this document, been acquired or disposed of by or leased to any member of our Group, or are proposed to be acquired or disposed of by or leased to any member of our Group;
- (b) none of our Directors, is materially interested in any contract or arrangement subsisting at the date of this document which is significant in relation to the business of our Group taken as a whole;
- (c) none of the Directors has any existing or proposed service contracts with any member of our Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation (other than statutory compensation)); and
- (d) none of the Directors, their respective associates or shareholders of our Company is interested in more than 5.0% of the issued share capital of our Company has any interests in the five largest suppliers of our Group.

D. SHARE OPTION SCHEME

The following is a summary of the principal terms of the Share Option Scheme conditionally adopted by our Shareholders on [●].

(a) Purpose

The Share Option provides a means through which our Group may attract able persons to enter and remain in the employ of our Group and provides a means whereby employees, directors and consultants of our Group can acquire and maintain Share ownership, thereby strengthening their commitment to the welfare of our Group and promoting an identity of interest between Shareholders and these persons.

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(b) Who may join

Participation shall be limited to the following persons (the "Eligible Persons") who have entered into an option agreement with us or who have received written notification from the committee established by our Board to administer the Equity Award Plan adopted by our Board on [●] (the "Committee"), or from a person designated by the Committee, that they have been selected to participate in the Share Option Scheme:

- (i) any individual regularly employed by us or any of our subsidiaries, provided, however, that no such employee covered by a collective bargaining agreement shall be an Eligible Person unless and to the extent that such eligibility is set forth in such collective bargaining agreement or in an agreement or instrument relating thereto;
- (ii) director of our Company or any of our subsidiaries; or
- (iii) consultant or advisor to our Company or any of our subsidiaries.

(c) Acceptance of an offer of options to subscribe for Shares granted pursuant to the Share Option Scheme

Each option granted under the Share Option Scheme shall be evidenced by an option agreement. Except as specifically provided otherwise in such option agreement, each option granted under the Share Option Scheme shall be subject to the following terms and conditions:

- (i) each option or portion thereof that is exercisable shall be exercisable for the full amount or for any part thereof.
- (ii) no Shares shall be delivered pursuant to any exercise of an option until we have received full payment of the exercise price (the "Option Price") per Share for each option therefor. Each option shall cease to be exercisable, as to any Share, when the grantee purchases the Share or exercises a related share appreciation right or when the option expires.
- (iii) subject to paragraph (i) below, options shall not be transferable by the grantee except by will or the laws of descent and distribution and shall be exercisable during the grantee's lifetime only by him.
- (iv) each option shall vest and become exercisable by the grantee in accordance with the vesting schedule established by the Committee and set forth in the option agreement.
- (v) an option agreement may, but need not, include a provision whereby a grantee may elect, at any time before the termination of the grantee's employment with us, to exercise the option as to any part or all of the Shares subject to the option prior to the full vesting of the option. Any unvested Shares so purchased may, subject to law, be subject to a share repurchase option in favor of us or to any other restriction the Committee determines to be appropriate.

The exercise of any option shall be subject to the Shareholders in general meeting approving any necessary increase in the authorized share capital of our Company.

Shares shall be deemed to have been used in settlement of options whether they are actually delivered or the Fair Market Value (as defined below) equivalent of such shares is paid in cash, provided however, that Shares delivered (either directly or by means of attestation) in full or partial payment of the Option Price (as defined in paragraph (f) below) shall be deducted from the number of Shares delivered to the grantee pursuant to such option for purposes of determining the number of Shares acquired pursuant to the Share Option Scheme.

"Fair Market Value" on a given date means [●].

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(d) Maximum number of Shares

The maximum number of Shares or other share-based awards may be granted (including Shares in respect of which options, whether exercised or still outstanding, have already been granted) under the Share Option Scheme and under any other plans of our Company must not in aggregate exceed 10.0% of the total number of Shares in issue immediately upon completion of the [●] and the [●], being [●] Shares (the "Scheme Limit"), excluding for this purpose Shares which would have been issuable pursuant to options which have lapsed in accordance with the terms of the Share Option Scheme (or any other share option schemes of our Company). Subject to the issue of a circular by our Company and the approval of our Shareholders in general meeting and/or such other requirements prescribed under the Listing Rules from time to time, the Board may:

- (i) renew this limit at any time to 10.0% of the Shares then in issue (the "New Scheme Limit") as of the date of the approval by our Shareholders in general meeting; and/or
- (ii) grant options beyond the Scheme Limit to Eligible Persons specifically identified by the Board. The circular issued by our Company to our Shareholders shall contain a generic description of the specified Eligible Persons who may be granted such options, the number and terms of the options to be granted, the purpose of granting options to the specified Eligible Persons with an explanation as to how the options serve such purpose, the information required under Rule 17.02(2)(d) and the disclaimer required under Rule 17.02(4) of the Listing Rules.

Notwithstanding the foregoing, the Shares which may be issued upon exercise of all outstanding options and other share-based awards granted and yet to be exercised under the Share Option Scheme and any other plans of our Company at any time shall not exceed 30.0% of the Shares in issue from time to time (the "Maximum Limit"). No options shall be granted under any schemes of our Company (including the Share Option Scheme) if this will result in the Maximum Limit being exceeded. In order to prevent substantial enlargement or dilution of a grantee's rights in a manner consistent with the purposes of the Share Option Scheme, the Committee shall make an equitable adjustment or substitution to the number, price or kind of a Share or other consideration subject to such scheme or as otherwise determined by the Committee to be equitable (i) in the event of changes in the outstanding Shares or in the capital structure of our Company by reason of share or extraordinary cash dividends, share splits, reverse share splits, recapitalization, reorganizations, mergers, consolidations, combinations, exchanges, or other relevant changes in capitalization occurring after the Date of Grant of any option or (ii) in the event of any change in applicable laws or any change in circumstances which results in or would result in any substantial dilution or enlargement of the rights granted to, or available for, participants, or which otherwise warrant equitable adjustment because it interferes with the intended operation of the Share Option Scheme, provided however, that the manner of any such equitable adjustment shall be determined by the Committee in its sole discretion in compliance with the Listing Rules and their decision shall be final and conclusive and binding on us and the grantees.

(e) Maximum number of options to any one individual

The total number of Shares issued and which may fall to be issued upon exercise of the options granted under the Share Option Scheme and any other share option schemes of our Company (including both exercised, outstanding options and Shares which were the subject of options which have been granted and accepted under the Share Option Scheme or any other scheme of our Company) to each Eligible Person in any 12-month period up to the Date of Grant shall not exceed 1.0% of the Shares in issue as of the Date of Grant. Any further grant of options in excess of this 1.0% limit shall be subject to:

- (i) the issue of a circular by our Company containing the identity of the Eligible Person, the numbers of and terms of the options to be granted (and options previously granted

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to such participant), the information as required under Rules 17.02(2)(d) and the disclaimer required under 17.02(4) of the Listing Rules; and

- (ii) the approval of our Shareholders in general meeting and/or other requirements prescribed under the Listing Rules from time to time with such Eligible Person and his associates (as defined in the Listing Rules) abstaining from voting. The numbers and terms (including the exercise price) of options to be granted to such person must be fixed before our Shareholders' approval unless provided otherwise in the Listing Rules, the date on which the Committee grants or the date of the meeting at which the Committee proposes to grant the options to such Eligible Person shall be taken as the Date of Grant for the purpose of determining the Option Price of the Shares.

(f) Price of Shares

The exercise price ("Option Price") per Share for each option shall be set by the Committee at the time of grant but shall not be less than the highest of:

- (i) the official closing price of the Shares as stated in the daily quotation sheets of the Stock Exchange on the Date of Grant which must be a business day;
- (ii) the average of the official closing price of the Shares as stated in the daily quotation sheets of the Stock Exchange for the 5 business days immediately preceding the Date of Grant; and
- (iii) the nominal value of a Share,

[●]

The Option Price shall be payable (i) in cash and/or Shares valued at the Fair Market Value at the time the Option is exercised (including by means of attestation of ownership of a sufficient number of Shares in lieu of actual delivery of such shares to us), (ii) in the discretion of the Committee, either (a) in other property having a fair market value on the date of exercise equal to the Option Price or (b) by delivering to the Committee a copy of irrevocable instructions to a stockbroker to deliver promptly to us an amount of loan proceeds, or proceeds from the sale of the Shares subject to the Option, sufficient to pay the Option Price or (iii) by such other method as the Committee may allow.

(g) Granting options to connected persons

Any grant of options to a director, chief executive or substantial shareholder (as defined in the Listing Rules) of our Company or any of their respective associates is required to be approved by the independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the Options in question). If the Committee proposes to grant options to a substantial shareholder or any independent non-executive Director or their respective associates (as defined in the Listing Rules) which will result in the number of Shares issued and to be issued upon exercise of options granted and to be granted (including options exercised, cancelled and outstanding) to such person in the 12-month period up to and including the date of such grant:

- (i) representing in aggregate over 0.1% of the Shares in issue or such other percentage as may be from time to time provided under the Listing Rules; and
- (ii) having an aggregate value in excess of HK\$5.0 million or such other sum as may be from time to time provided under the Listing Rules, based on the closing price of the Shares as stated in the daily quotation sheets of the Stock Exchange at the date of each grant,

such further grant of options will be subject to the approval of the independent non-executive Directors as referred to in this paragraph, the issue of a circular by our Company and the approval of our Shareholders in general meeting on a poll at which all

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connected persons of our Company shall abstain from voting in favor, and/or such other requirements prescribed under the Listing Rules from time to time. Any vote taken at the meeting to approve the grant of such options shall be taken as a poll.

The circular to be issued by our Company to our Shareholders pursuant to the above paragraph shall contain the following information:

- (i) the details of the number and terms (including the exercise price) of the options to be granted to each selected Eligible Person which must be fixed before our Shareholders' meeting and the date of Board meeting for proposing such further grant shall be taken as the date of grant for the purpose of calculating the exercise price of such options;
- (ii) a recommendation from the independent non-executive Directors (excluding any independent non-executive Director who is the grantee of the options) to the independent Shareholders as to voting;
- (iii) the information required under Rule 17.02(2)(c) and (d) and the disclaimer required under Rule 17.02(4) of the Listing Rules; and
- (iv) the information required under Rule 2.17 of the Listing Rules.

(h) Restrictions on the times of grant of Options

A grant of options may not be made after a price sensitive event has occurred or a price sensitive matter has been the subject of a decision until such price sensitive information has been announced pursuant to the requirements of the Listing Rules. In particular, no options may be granted during the period commencing one month immediately preceding the earlier of:

- (i) the date of the Board meeting (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of our Company's results for any year, half-year, quarterly or other interim period (whether or not required under the Listing Rules); and
- (ii) the deadline for our Company to publish an announcement of the results for any year, or half-year, or quarterly or other interim period (whether or not required under the Listing Rules),

and ending on the date of actual publication of such results announcement, and where an option is granted to a Director or a "relevant employee" (as defined below):

- (iii) no options shall be granted during the period of 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
- (iv) during the period of 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

"Relevant employee" as used in this paragraph (h) shall include any employee of the Company or a director or employee of a subsidiary or holding company of the Company who, because of such office or employment, is likely to be in possession of unpublished price sensitive information in relation to the Company or its securities.

(i) Rights are personal to grantee

Each option shall be exercisable only by a grantee during the grantee's lifetime, or, if permissible under applicable law, by the grantee's legal guardian or representative. No option may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a grantee other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or

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encumbrance shall be void and unenforceable against our Company or any of our subsidiaries; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

(j) Duration of the Share Option Scheme

No option may be vested more than 10 years after the Date of Grant (the "Option Period"). Subject to earlier termination by our Company in general meeting or by the Board, the Share Option Scheme shall be valid and effective for a period of 10 years from [●].

(k) Performance target

A grantee may be required to achieve any performance targets as the Committee may then specify in the grant before any options granted under the Share Option Scheme can be exercised.

(l) Rights on ceasing employment/death

- (i) *Death/Disability.* If the grantee's employment with the Company and its subsidiaries terminates on account of the grantee's death or by the Company or any Subsidiary due to disability, the unvested portion of the option shall expire on the date of termination and the vested portion of the option shall remain exercisable by the grantee through the earlier of (A) the expiration of the Option Period or (B) one year following the date of termination on account of death or disability.
- (ii) *Termination Other than due to Death/Disability or for Cause (as defined below).* If the grantee's employment with the Company and its subsidiaries is terminated for any reason other than on account of the grantee's death or by the Company or any subsidiary due to disability or for Cause, the unvested portion of the option shall expire on the date of termination and the vested portion of the option shall remain exercisable by the grantee through the earlier of (A) the expiration of the Option Period or (B) ninety (90) days following such termination.

"Cause" shall have the definition in any existing employment, consulting or any other agreement between the grantee and our Company or any of our subsidiaries or, in the absence of such an employment, consulting or other agreement, upon (i) the determination by the Committee that the grantee has ceased to perform his duties to our Company, or any of our subsidiaries (other than as a result of his incapacity due to physical or mental illness or injury), which failure amounts to an intentional and extended neglect of his duties to such party, (ii) the Committee's determination that the grantee has engaged or is about to engage in conduct materially injurious to our Company or any of our subsidiaries, (iii) the grantee having been convicted of, or pleading guilty or no contest to, a felony or any crime involving as a material element fraud or dishonesty, (iv) the failure of the grantee to follow the lawful instructions of the Board or his direct superiors or (v) in the case of a grantee who is a Non-Employee Director, the grantee ceasing to be a member of the Board in connection with the grantee engaging in any of the activities described in clauses (i) through (iv) above,

(m) Rights on dismissal

If the grantee's employment with the Company and its Subsidiaries is terminated by the Company or any Subsidiary for Cause, both the unvested and the vested portions of the Option shall terminate on the date of such termination.

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(n) Rights on a general offer or a scheme of arrangement

If a general offer, whether by way of a takeover offer, share repurchase offer or scheme of arrangement or otherwise in like manner is made to all the holders of Shares, or all such holders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror, our Company shall use all reasonable endeavors to procure that such offer is extended to all the grantees on the same terms, with appropriate changes, and assuming that they will become, by the vesting and exercise in full of the options granted to them (whether or not they have become exercisable), Shareholders. If such offer becomes or is declared unconditional, a grantee shall, notwithstanding any other terms on which his options were granted, be entitled to exercise his option (to the extent not already exercised) to its full extent within 14 days after the date on which such general offer becomes or is declared unconditional.

(o) Rights on winding-up

In the event a notice is given by our Company to its members to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up our Company, our Company shall on the same date as or soon after it despatches such notice to each of our Shareholders give notice thereof to all grantees and thereupon, each grantee (or in the case of his death, his legal personal representative(s)) shall be entitled to exercise all or any of his options (to the extent not already exercised) at any time not later than two business days prior to the proposed general meeting of our Company referred to above by giving notice in writing to our Company, accompanied by a remittance for the full amount of the aggregate Option Price for the Shares in respect of which the notice is given, whereupon our Company shall as soon as possible and, in any event, no later than the business day immediately prior to the date of the proposed general meeting, allot the relevant Shares to the grantee credited as fully paid and register the grantee as holder thereof.

(p) Rights on compromise or arrangement between our Company and its members or creditors

If a compromise or arrangement between our Company and its members or creditors is proposed for the purposes of a scheme for the restructuring of our Company or its amalgamation with any other companies pursuant to the laws of the jurisdiction in which our Company was incorporated, our Company shall give notice to all the grantees of the options on the same day as it gives notice of the meeting to its members or creditors summoning the meeting to consider such a scheme or arrangement and any grantee may by notice in writing to our Company accompanied by a remittance for the full amount of the aggregate subscription price for the Shares in respect of which the notice is given (such notice to be received by our Company not later than two business days prior to the proposed meeting), exercise the option to its full extent or to the extent specified in the notice and our Company shall as soon as possible in any event no later than the business day immediately prior to the date of the proposed meeting, allot and issue such number of Shares to the grantee which falls to be issued upon on such exercise of the option credited as fully paid and register the grantee as a holder thereof.

With effect from the date of such meeting, the rights of all grantees to exercise their respective options shall forthwith be suspended. Upon such compromise or arrangement becoming effective, all options shall, to the extent that they have not been exercised, lapse. If for any reason such compromise or arrangement does not become effective and is terminated or lapses, the rights of grantees to exercise their respective options shall with effect from the date of the making of the order by the relevant court be restored in full as if such compromise or arrangement had not been proposed by us.

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(q) Ranking of Shares

The Shares to be allotted and issued upon the exercise of an option will not carry voting rights until completion of the registration of the grantee (or any other person nominated by the grantee) as the holder thereof. Subject to the aforesaid, Shares allotted and issued on the exercise of options will rank *pari passu* and shall have the same voting, dividend, transfer and other rights, including those arising on liquidation as attached to the other fully paid Shares in issue on the date of issue, save that they will not rank for any dividend or other distribution declared or recommended or resolved to be paid or made by reference to a record date falling on or before the date of issue.

(r) Effect of alterations to capital

In order to prevent substantial enlargement or dilution of a grantee's rights in a manner consistent with the purposes of the Share Option Scheme, the Committee shall make an equitable adjustment or substitution to the number, price or kind of a Share or other consideration subject to such scheme or as otherwise determined by the Committee to be equitable (i) in the event of changes in the outstanding Shares or in the capital structure of our Company by reason of share or extraordinary cash dividends, share splits, reverse share splits, recapitalization, reorganizations, mergers, consolidations, combinations, exchanges, or other relevant changes in capitalization occurring after the Date of Grant of any option or (ii) in the event of any change in applicable laws or any change in circumstances which results in or would result in any substantial dilution or enlargement of the rights granted to, or available for, participants, or which otherwise warrant equitable adjustment because it interferes with the intended operation of the Share Option Scheme, provided however, that the manner of any such equitable adjustment shall be determined by the Committee in its sole discretion in compliance with the Listing Rules and their decision shall be final and conclusive and binding on us and the grantees.

Notwithstanding the above, in the event of any of the following:

- (i) our Company is merged or consolidated with another corporation or entity and, in connection therewith, consideration is received by Shareholders in a form other than shares or other equity interests of the surviving entity;
- (ii) all or substantially all of our assets are acquired by another person;
- (iii) the reorganization or liquidation of our Company; or
- (iv) our Company shall enter into a written agreement to undergo an event described in paragraphs (r)(i), (ii) or (iii) above,

then the Committee may, in its discretion and upon at least 10 days advance notice to the affected persons, cancel any outstanding options and cause the holders thereof to be paid, in cash or Shares, or any combination thereof, the value of such options based upon the price per Share received or to be received by other Shareholders in the event. The terms of this paragraph may be varied by the Committee in any particular Award agreement.

(s) Effect of Change in Control

Except to the extent provided in a particular option agreement:

- (i) In the event of a Change in Control (as defined below), notwithstanding any provision of the Share Option Scheme or any applicable option agreement to the contrary, the Committee may in its discretion provide that all options shall become immediately exercisable with respect to 100 per cent of the shares subject to such option;

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"Change in Control" shall, unless in the case of a particular option where the applicable option agreement states otherwise or contains a different definition of "Change in Control," be deemed to occur upon:

- (a) the acquisition by any individual, entity or group of beneficial ownership of [50]% or more (on a fully diluted basis) of either (1) our then outstanding Shares, taking into account as outstanding for this purpose such Shares issuable upon the exercise of options or warrants, the conversion of convertible stock or debt, and the exercise of any similar right to acquire such Shares (the "Outstanding Company Shares") or (2) the combined voting power of our then outstanding voting securities entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"), provided however, that for purposes of the Share Option Scheme, the following acquisitions shall not constitute a Change in Control: (I) any acquisition by us or any of our subsidiaries, (II) any acquisition by any employee benefit plan sponsored or maintained by us or any of our subsidiaries, (III) any acquisition by Mr. Adelson or any related party or any group of which Mr. Adelson or a related party is a member (a "Designated Holder"), (IV) any acquisition which complies with clauses (1) and (2) of this paragraph, (V) in respect of an option held by a particular grantee, any acquisition by the grantee or any group of persons including the grantee (or any entity controlled by the grantee or any group of persons including the grantee); or (VI) LVS ceases to be a Controlling Shareholder of the Company;
- (b) individuals who, on the date hereof, constitute the Board (the "Incumbent Directors") cease for any reason to constitute at least a majority of the Board, provided that any person becoming a director subsequent to the date hereof, whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors then on the Board) shall be an Incumbent Director;
- (c) the dissolution or liquidation of our Company;
- (d) the sale, transfer or other disposition of all or substantially all of the business or assets of our Company, other than any such sale, transfer or other disposition to one or more Designated Holders; or
- (e) the consummation of a reorganization, recapitalization, merger, consolidation, statutory share exchange or similar form of corporate transaction involving our Company that requires the approval of the Shareholders, whether for such transaction or the issuance of securities in the transaction (a "Business Combination"), unless immediately following such Business Combination: (a) more than 50% of the total voting power of (x) the entity resulting from such Business Combination (the "Surviving Company"), or (y) if applicable, the ultimate parent entity that directly or indirectly has beneficial ownership of sufficient voting securities eligible to elect a majority of the members of the board of directors (or the analogous governing body) of the Surviving Company (the "Parent Company"), is represented by the Outstanding Company Voting Securities that were outstanding immediately prior to such Business Combination (or, if applicable, is represented by shares into which the Outstanding Company Voting Securities were converted pursuant to such Business Combination), and such voting power among the holders thereof is in substantially the same proportion as the voting power of the Outstanding Company Voting Securities among the holders thereof immediately prior to the Business Combination, and (b) at least a majority of the members of the board of directors (or the analogous governing body) of the Parent Company (or, if there is no Parent Company, the Surviving Company) following the consummation of the Business Combination were Board members at the time of

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the Board's approval of the execution of the initial agreement providing for such Business Combination.

- (ii) in addition, in the event of a Change in Control, the Committee may in its discretion and upon at least 10 days' advance notice to the affected persons, cancel any outstanding options and pay to the holders thereof, in cash or stock, or any combination thereof, the value of such options based upon the price per Share received or to be received by other Shareholders in the event.
- (iii) our obligations under the Share Option Scheme shall be binding upon any successor corporation or organization resulting from the merger, consolidation or other reorganization of our Company, or upon any successor corporation or organization succeeding to substantially all of our assets and business. We agree that we will make appropriate provisions for the preservation of grantees' rights under the Share Option Scheme in any agreement or plan which we may enter into or adopt to effect any such merger, consolidation, reorganization or transfer of assets.

(t) Expiry of option

Without prejudice to paragraphs (r) and (s), an option shall lapse automatically and not vest (to the extent not already vested) after the earliest of:

- (i) the date of expiry of the option;
- (ii) the expiry of any of the periods referred to in paragraphs (l), (m), (n) or (o);
- (iii) the date on which the scheme of arrangement of our Company referred to in paragraph (p) becomes effective;
- (iv) subject to paragraph (o), the date of commencement of the winding-up of our Company; or
- (v) the date on which the Board shall exercise the our Company's right to cancel the option at any time after the grantee commits a breach of paragraph (i) above or the options are cancelled in accordance with paragraph (u) below.

(u) Cancellation of options

The Committee may, to the extent consistent with the terms of the Share Option Scheme, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any option theretofore granted or the associated option agreement, prospectively or retroactively, provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would impair the rights of any grantee or any holder or beneficiary of any option theretofore granted shall not to that extent be effective without the consent of the affected grantee, holder or beneficiary; and provided further that, without Shareholder approval, no amendment or modification may reduce the Option Price of any option.

(v) Amendment and Termination of the Share Option Scheme

The Board may amend, alter, suspend, discontinue, or terminate the Share Option Scheme or any portion thereof at any time, provided that no such amendment, alteration, suspension, discontinuation or termination shall be made without Shareholder approval if such approval is necessary to comply with any tax or regulatory requirement applicable to the Share Option Scheme (including as necessary to comply with any applicable stock exchange listing requirement), and provided further that any such amendment, alteration, suspension, discontinuance or termination that would impair the rights of any grantee or any holder or beneficiary of any option theretofore granted shall not to that extent be effective without the consent of the affected grantee, holder or beneficiary. The termination date of

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the Share Option Scheme, following which no options may be granted thereunder, is [*], provided that such termination shall not affect options then outstanding, and the terms and conditions of the Share Option Scheme shall continue to apply to such options.

(w) Administration of the Board

The Share Option Scheme shall be subject to the administration of the Committee whose decision as to all matters arising in relation to the Share Option Scheme or its interpretation or effect (save as otherwise provided herein) shall be final and binding on all parties. The majority of the members of the Committee shall constitute a quorum. The acts of a majority of the members present at any meeting at which a quorum is present or acts approved in writing by a majority of the Committee shall be deemed the acts of the Committee.

(x) Disclosure in annual and interim reports

Our Company will disclose details of the Share Option Scheme in its annual and interim reports including the number of options, date of grant, exercise price, exercise period and vesting period during the financial year/period in the annual/ interim reports in accordance with the Listing Rules in force from time to time.

(y) Present status of the Share Option Scheme

As of the Latest Practicable Date, no option had been granted or agreed to be granted under the Share Option Scheme.

[•].

E. OTHER INFORMATION

1. Litigation

There have not been any disputes, claims or legal proceedings relating to the Subconcession to which any of the companies in our Group are parties or under which any of the companies in our Group may become liable to make any payment or be responsible for any loss. LVS has confirmed to our Company that, save as disclosed below, there have not been any disputes, claims or legal proceedings relating to the Subconcession to which any of the companies in the LVS Group are parties or under which they may become liable to make any payment or be responsible for any loss.

Our Company is not a party to the dispute or proceedings forming the subject of the settlement agreement disclosed on page 204 of this Document. The settlement arose from an action filed by Clive Basset Jones, Darryl Steven Turok (a/k/a Dax Turok) and Cheong Jose Vai Chi (a/k/a Cliff Cheong) on January 26, 2006 against LVS, Las Vegas Sands, LLC, Venetian Venture Development, LLC and various unspecified individuals and companies in the District Court of Clark County, Nevada. The plaintiffs asserted breach of an agreement to pay a success fee in an amount equal to 5% of the ownership interest in VML, the entity that owns and operates the Macao gaming subconcession, as well as other related claims. In April 2006, LVS was dismissed as a party without prejudice based on a stipulation to do so between the parties. The impact of the settlement on our Company is the change in percentage shareholding of LVS in our Company, which has been disclosed on page 204 of this Document. LVS has obtained from the counterparties to the confidential settlement agreement their consent with respect to such disclosure on page 204 of this Document.

Our Company understands from LVS that on June 30, 2008, the District Court of Clark County in Nevada entered a judgment against LVS in the amount of \$58.6 million, including pre-judgment interest, in relation to a quantum meruit claim for the alleged value of consulting and other services provided by the plaintiff and his group in connection with LVS's successful acquisition of a gaming concession in Macau. Our Company is not party to such dispute or proceedings or such judgment. Our

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Company understands from LVS that LVS believes it has factual, evidentiary and procedural grounds on which to pursue an appeal and that LVS is continuing to take vigorous action to appeal such judgment.

Further, our Company understands from LVS that proceedings were also previously commenced on February 5, 2007, by a party called Asian American Entertainment Corporation, Limited against certain companies in the LVS Group (other than our Group) seeking damages and disgorgement of profits in relation to an alleged breach of a contract pursuant to which the plaintiff and LVS were to jointly develop hotels and casinos in Macau under any gaming concession successfully obtained by the joint venture parties. As we understand from LVS, the original action comprised several other claims which were subsequently held to have become time-barred, and at this point in time, the proceedings in respect of the one remaining claim, as described above, are in the preliminary discovery phase, and trial is not likely to occur until late 2010 or early 2011. Our Company is not party to such dispute or such proceedings.

Save and except as disclosed in "Business—Legal Proceedings," as of the Latest Practicable Date, we are not aware of any other litigation or arbitration proceedings of material importance pending or threatened against us or any of our Directors that could have a material adverse effect on our financial condition or results of operations.

2. Taxation of Holders of Shares

(a) *Hong Kong*

The sale, purchase and transfer of Shares registered with our Company's Hong Kong branch register of members will be subject to Hong Kong stamp duty and the current rate charged on each of the purchaser and seller is 0.1% of the consideration of, or if higher, the fair value of the Shares being sold or transferred. Profits from dealings in the Shares arising in or derived from Hong Kong may also be subject to Hong Kong profits tax for persons who carry on a business of trading or dealing in securities in Hong Kong. No Hong Kong stamp duty will be levied on the transfer of shares that are registered on a share register outside Hong Kong.

(b) *Consultation with Professional Advisers*

Intending holders of the Shares are recommended to consult their professional advisers if they are in doubt as to the taxation implications of subscribing for, purchasing, holding or disposing of or dealing in the Shares. It is emphasized that none of our Company, or the Directors can accept responsibility for any tax effect on, or liabilities of, holders of Shares resulting from their subscription for, purchase, holding or disposal of or dealing in Shares or exercise of any rights attaching to them.

3. Binding Effect

This document shall have the effect, if an application is made in pursuance of this document, of rendering all persons concerned bound by all of the provisions (other than the penal provisions) of sections 44A and 44B of the Companies Ordinance insofar as applicable.

4. Miscellaneous

- (a) Save as disclosed in this document, within the two years immediately preceding the date of this document:
 - (i) no share or loan capital of our Company or any of our subsidiaries has been issued or agreed to be issued or is proposed to be fully or partly paid either for cash or a consideration other than cash;

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- (ii) no share or loan capital of our Company or any of our subsidiaries is under option or is agreed conditionally or unconditionally to be put under option;
 - (iii) no founders or management or deferred shares of our Company or any of our subsidiaries have been issued or agreed to be issued;
 - (iv) no commissions, discounts, brokerages or other special terms have been granted or agreed to be granted in connection with the issue or sale of any share or loan capital of our Company or any of our subsidiaries; and
 - (v) no commission has been paid or is payable for subscription, agreeing to subscribe, procuring subscription or agreeing to procure subscription of any share in our Company or any of our subsidiaries.
- (b) Our Directors confirm that:
 - (i) there has been no material adverse change in the financial or trading position or prospects of our Group since June 30, 2009 (being the date to which the latest audited combined financial statements of our Group were prepared); and
 - (ii) there has not been any interruption in the business of our Group which may have or has had a significant effect on the financial position of our Group in the 12 months preceding the date of this document.
- (c) No company within our Group is presently listed on any stock exchange or traded on any trading system.
- (d) [The Directors have been advised that, under the Cayman Companies Law, the use of a Chinese name by our Company for identification purposes only does not contravene the Cayman Companies Law.]