U.S. Department of Justice

Criminal Division

January 17, 2017

Laurence Urgenson, Esq.
Mayer Brown LLP
1999 K Street, NW
Washington, DC 20006

Re: Las Vegas Sands Corp.

Dear Mr. Urgenson:

The United States Department of Justice, Criminal Division, Fraud Section (the "Fraud Section"), and Las Vegas Sands Corp. ("Sands" or the "Company"), a corporation organized under the laws of Nevada and headquartered in Nevada, pursuant to authority granted by Sands' Board of Directors, enter into this Non-Prosecution Agreement ("Agreement").

The Fraud Section enters into this Agreement based on the individual facts and circumstances presented by this case and the Company, including:

(a) the Company did not receive voluntary disclosure credit because it did not voluntarily and timely disclose to the Fraud Section the conduct described in the Statement of Facts attached hereto as Attachment A ("Statement of Facts");

(b) the Company received full credit for its cooperation with the Fraud Section's investigation, including conducting a thorough internal investigation, sharing in real-time facts discovered during the internal investigation and sharing information that would not have been otherwise available to the Fraud Section, making regular factual presentations to the Fraud Section, facilitating interviews of certain foreign witnesses, and voluntarily collecting, analyzing, and organizing voluminous evidence and information to the Fraud Section in response to requests, including translating key documents;

(c) the Company provided to the Fraud Section all relevant facts known to it, including information about the individuals involved in the conduct described in the attached Statement of Facts and conduct disclosed to the Fraud Section prior to the Agreement;

(d) the Company no longer employs or is affiliated with any of the individuals implicated in the conduct at issue in the case; engaged in extensive remedial measures, including revamping and expanding its compliance and audit functions and programs and making significant personnel changes, including the retention of new leaders of its legal, compliance, internal audit, and financial gatekeeper functions; established a new Board of Directors Compliance Committee,

updated its Code of Business Conduct, the Anti-Corruption Policy, and relevant policy guidelines; and developed and implemented enhanced financial controls, screening of third parties and new hires, anti-corruption training, and electronic procurement and contract management system;

(e) the Company has committed to continue to enhance its compliance program and internal controls, including ensuring that its compliance program satisfies the minimum elements set forth in Attachment B to this Agreement (Corporate Compliance Program);

(f) the Company resolved with the U.S. Securities and Exchange Commission (the "SEC") through an Administrative Proceeding filed on or about April 7, 2016, regarding conduct substantially overlapping with that at issue here (the "SEC Resolution"), and agreed to pay a civil penalty of $9 million;

(g) in connection with the SEC Resolution, the Company has retained an independent compliance consultant, and agreed that it will submit copies of all reports of the independent compliance consultant to the Fraud Section within three calendar days of the Company's receipt of such reports until the completion of the independent compliance consultant's engagement, followed by self-reporting to the Fraud Section pursuant to the terms described herein and in Attachment C;

(h) the nature and seriousness of the offense, in particular a willful failure by then-executives of the Company to implement adequate internal accounting controls in connection with significant payments to companies associated with a consultant in a region known to be high risk for corruption, without appropriate due diligence of certain entities, consistent monitoring of or justifications for payments, and proper approvals and documentation, even after certain then-senior executives of the Company had been notified about the consultant's business practices and failure to account for over $700,000; and

(i) accordingly, after considering (a) through (h) above, the Company received an aggregate discount of 25% off the bottom of the U.S. Sentencing Guidelines fine range.

The Company admits, accepts, and acknowledges that it is responsible for the acts of its then-officers, directors, employees, and agents as set forth in the Statement of Facts and incorporated by reference into this Agreement, and that the facts described in the Statement of Facts are true and accurate. The Company expressly agrees that it shall not, through present or future attorneys, officers, directors, employees, agents or any other person authorized to speak for the Company make any public statement, in litigation or otherwise, contradicting the acceptance of responsibility by the Company set forth above or the facts described in the Statement of Facts. The Company agrees that if it, or any of its direct or indirect subsidiaries or affiliates issues a press release or holds any press conference in connection with this Agreement, the Company shall first consult the Fraud Section to determine (a) whether the text of the release or proposed statements at the press conference are true and accurate with respect to matters between the Fraud Section and the Company; and (b) whether the Fraud Section has any objection to the release.

The Company's obligations under this Agreement shall have a term of three years from the date on which the Agreement is executed (the "Term").

The Company shall cooperate fully with the Fraud Section in any and all matters relating to the conduct described in this Agreement and the Statement of Facts and other conduct under investigation by the Fraud Section at any time during the Term of this Agreement, subject to applicable law and regulations, until the later of the date upon which all investigations and prosecutions arising out of such conduct are concluded, or the Term. At the request of the Fraud Section, the Company shall also cooperate fully with other domestic or foreign law enforcement and regulatory authorities and agencies, as well as the Multilateral Development Banks ("MDBs"), in any investigation of the Company, its parent company or its affiliates, or any of its present or former officers, directors, employees, agents, and consultants, or any other party, in any and all matters relating to the conduct described in this Agreement and the Statement of Facts, and other conduct related to corrupt payments, false books and records, and failure to implement adequate internal accounting controls under investigation by the Fraud Section. The Company agrees that its cooperation shall include, but not be limited to, the following:

a. The Company shall, subject to applicable law and regulation, truthfully disclose all factual information not protected by a valid claim of attorney-client privilege or work product doctrine with respect to its activities, those of its affiliates, and those of its present and former directors, officers, employees, agents, and consultants, including any credible evidence or allegations and internal or external investigations, about which the Company has any knowledge or about which the Fraud Section may inquire. This obligation of truthful disclosure includes, but is not limited to, the obligation of the Company to provide to the Fraud Section, upon request, any document, record or other tangible evidence about which the Fraud Section may inquire of the Company.

b. Upon request of the Fraud Section, the Company shall designate knowledgeable employees, agents or attorneys to provide to the Fraud Section the information and materials described above on behalf of the Company. It is further understood that the Company must at all times provide complete, truthful, and accurate information.

c. The Company shall use its best efforts to make available for interviews or testimony, as requested by the Fraud Section, present or former officers, directors, employees, agents and consultants of the Company. This obligation includes, but is not limited to, sworn testimony before a federal grand jury or in federal trials, as well as interviews with domestic or foreign law enforcement and regulatory authorities. Cooperation shall include identification of witnesses who, to the knowledge of the Company, may have material information regarding the matters under investigation.

d. With respect to any information, testimony, documents, records or other tangible evidence provided to the Fraud Section pursuant to this Agreement, the Company consents to any and all disclosures, subject to applicable law and regulations, to other governmental authorities, including United States authorities and those of a foreign government, as well as MDBs, of such materials as the Fraud Section, in its sole discretion, shall deem appropriate.

In addition, during the Term of the Agreement, should the Company learn of any evidence or allegations of conduct that may constitute a violation of the Foreign Corrupt Practices Act ("FCPA") anti-bribery or accounting provisions had the conduct occurred within the jurisdiction of the United States, the Company shall promptly report such evidence or allegations to the Fraud Section. No later than thirty (30) days after the expiration of the Term of this Agreement, the Company, by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company, will certify to the Department that the Company has met its disclosure obligations pursuant to this Agreement. Such certification will be deemed a material statement and representation by the Company to the executive branch of the United States for purposes of 18 U.S.C. § 1001.

The Company represents that it has implemented and will continue to implement a compliance and ethics program designed to prevent and detect violations of the FCPA and other applicable anti-corruption laws throughout its operations, including those of its affiliates, agents, and joint ventures, and those of its contractors and subcontractors whose responsibilities include interacting with foreign officials or other activities carrying a high risk of corruption, including, but not limited to, the minimum elements set forth in Attachment B (Corporate Compliance Program), which is incorporated by reference into this Agreement. In addition, the Company agrees that it will report to the Fraud Section annually during the Term of the Agreement regarding remediation and implementation of the compliance measures described in Attachment B. These reports will be prepared in accordance with Attachment C (Corporate Compliance Reporting).

The Company agrees to pay a monetary penalty in the amount of $6,960,000 to the United States Treasury within ten (10) business days from the execution of the Agreement. The monetary penalty reflects a discount of 25% off of the bottom of the U.S. Sentencing Guidelines fine range. The Company acknowledges that no tax deduction may be sought in connection with the payment of any part of this $6,960,000 penalty. The Company shall not seek or accept directly or indirectly reimbursement or indemnification from any source, other than any of its affiliates or subsidiaries, with regard to the penalty amount that the Company pays pursuant to this Agreement or any other agreement concerning the facts set forth in the Statement of Facts entered into with an enforcement authority or regulator.

The Fraud Section agrees, except as provided herein, that it will not bring any criminal or civil case (except for criminal tax violations, as to which the Fraud Section does not make any agreement) against the Company or any of its present or former subsidiaries relating to any of the conduct described in the attached Statement of Facts. The Fraud Section, however, may use any information related to the conduct described in the Statement of Facts against the Company: (a) in a prosecution for perjury or obstruction of justice; (b) in a prosecution for making a false statement; (c) in a prosecution or other proceeding relating to any crime of violence; or (d) in a prosecution or other proceeding relating to a violation of any provision of Title 26 of the United States Code. This Agreement does not provide any protection against prosecution for any future conduct by the Company or any of its present or former subsidiaries. In addition, this Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with the Company.

If, during the Term of this Agreement, (a) the Company commits any felony under U.S. federal law; (b) the Company provides in connection with this Agreement deliberately false, incomplete, or misleading information; (c) the Company fails to cooperate as set forth in this Agreement; (d) the Company fails to implement a compliance program as set forth in this Agreement and Attachment B; (e) the Company commits any acts that, had they occurred within the jurisdictional reach of the FCPA, would be a violation of the FCPA; or (f) the Company otherwise fails specifically to perform or to fulfill completely each of the Company's obligations under the Agreement, regardless of whether the Fraud Section becomes aware of such a breach after the Term of the Agreement is complete, the Company and its subsidiaries and affiliates shall thereafter be subject to prosecution for any federal criminal violation of which the Fraud Section has knowledge, including, but not limited to, the conduct described in the Statement of Facts, which may be pursued by the Fraud Section in the U.S. District Court for the District of Nevada or any other appropriate venue. Determination of whether the Company has breached the Agreement and whether to pursue prosecution of the Company shall be in the Fraud Section's sole discretion. Any such prosecution may be premised on information provided by the Company or its personnel. Any such prosecution relating to the conduct described in the Statement of Facts or relating to conduct known to the Fraud Section prior to the date on which this Agreement was signed that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement may be commenced against the Company, notwithstanding the expiration of the statute of limitations, between the signing of this Agreement and the expiration of the Term plus one year. Thus, by signing this Agreement, the Company agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the signing of this Agreement shall be tolled for the Term plus one year. In addition, the Company agrees that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Fraud Section is made aware of the violation or the duration of the Term plus five years, and that this period shall be excluded from any calculation of time for purposes of the application of the statute of limitations.

In the event the Fraud Section determines that the Company has breached this Agreement, the Fraud Section agrees to provide the Company with written notice prior to instituting any prosecution resulting from such breach. Within thirty (30) days of receipt of such notice, the Company shall have the opportunity to respond to the Fraud Section in writing to explain the nature and circumstances of such breach, as well as the actions the Company has taken to address and remediate the situation, which the Fraud Section shall consider in determining whether to pursue prosecution of the Company or its subsidiaries or affiliates.

In the event that the Fraud Section determines that the Company has breached this Agreement: (a) all statements made by or on behalf of the Company, or its subsidiaries or affiliates to the Fraud Section or to the Court, including the Statement of Facts, and any testimony given by the Company before a grand jury, a court, or any tribunal, or at any legislative hearings, whether prior or subsequent to this Agreement, and any leads derived from such statements or testimony, shall be admissible in evidence in any and all criminal proceedings brought by the Fraud Section against the Company or its subsidiaries or affiliates; and (b) the Company or its subsidiaries or affiliates shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule

that any such statements or testimony made by or on behalf of the Company or its subsidiaries or affiliates prior or subsequent to this Agreement, or any leads derived therefrom, should be suppressed or are otherwise inadmissible. The decision whether conduct or statements of any current director, officer or employee, or any person acting on behalf of, or at the direction of, the Company or its subsidiaries or affiliates, will be imputed to the Company for the purpose of determining whether the Company has violated any provision of this Agreement shall be in the sole discretion of the Fraud Section.

Except as may otherwise be agreed by the parties in connection with a particular transaction, the Company agrees that in the event that, during the Term of the Agreement, it undertakes any change in corporate form, including if it sells, merges, or transfers business operations that are material to the Company's consolidated operations, or to the operations of any subsidiaries or affiliates involved in the conduct described in the Statement of Facts, as they exist as of the date of this Agreement, whether such sale is structured as a sale, asset sale, merger, transfer, or other change in corporate form, it shall include in any contract for sale, merger, transfer, or other change in corporate form a provision binding the purchaser, or any successor in interest thereto, to the obligations described in this Agreement. The purchaser or successor in interest must also agree in writing that the Fraud Section's ability to declare a breach under this Agreement is applicable in full force to that entity. The Company agrees that the failure to include these provisions in the transaction will make any such transaction null and void. The Company shall provide notice to the Fraud Section at least thirty days prior to undertaking any such sale, merger, transfer, or other change in corporate form. If the Fraud Section notifies the Company prior to such transaction (or series of transactions) that it has determined that the transaction(s) has the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined in the sole discretion of the Fraud Section, the Company agrees that such transaction(s) will not be consummated. In addition, if at any time during the Term of the Agreement the Fraud Section determines in its sole discretion that the Company has engaged in a transaction(s) that has the effect of circumventing or frustrating the enforcement purposes of this Agreement, it may deem it a breach of this Agreement pursuant to this Agreement. Nothing herein shall restrict the Company from indemnifying (or otherwise holding harmless) the purchaser or successor in interest for penalties or other costs arising from any conduct that may have occurred prior to the date of the transaction, so long as such indemnification does not have the effect of circumventing or frustrating the enforcement purposes of this Agreement, as determined by the Fraud Section.

This Agreement is binding on the Company and the Fraud Section but specifically does not bind any other component of the Department of Justice, other federal agencies, or any state, local or foreign law enforcement or regulatory agencies, or any other authorities, although the Fraud Section will bring the cooperation of the Company and its compliance with its other obligations under this Agreement to the attention of such agencies and authorities if requested to do so by the Company.

It is further understood that the Company and the Fraud Section may disclose this Agreement to the public.

This Agreement sets forth all the terms of the agreement between the Company and the Fraud Section. No amendments, modifications or additions to this Agreement shall be valid unless

they are in writing and signed by the Fraud Section, the attorneys for the Company, and a duly authorized representative of the Company.

Sincerely,

ANDREW WEISSMANN
Chief, Fraud Section
Criminal Division
United States Department of Justice

Date: 1/19/2017 BY: _____
David M. Fuhr
Trial Attorney

AGREED AND CONSENTED TO:

Las Vegas Sands Corp.

Date: _____ BY: _____
Lon Jacobs
Executive Vice President, Global General Counsel, and Secretary
Las Vegas Sands Corp.

Date: 1/19/17 BY: _____
Laurence Urgenson
Matthew J. Alexander
Mayer Brown LLP

ATTACHMENT A

STATEMENT OF FACTS

1. The following Statement of Facts is incorporated by reference as part of the non-prosecution agreement (the "Agreement") between the United States Department of Justice Criminal Division, Fraud Section and Las Vegas Sands Corp. ("Sands" or the "Company"). Sands hereby agrees and stipulates that the following information is true and accurate. Sands admits, accepts, and acknowledges that it is responsible for the acts of its officers, directors, employees, and agents as set forth below:

Relevant Entities and Individuals

2. Sands was, at all times relevant to the conduct described herein, a Nevada-based casino and resort company, which operated through a network of subsidiaries casinos and gaming facilities in the United States, Macao, and Singapore. Sands' shares were publicly traded on the New York Stock Exchange, and the Company therefore was an "issuer" within the meaning of the Foreign Corrupt Practices Act ("FCPA"), Title 15, United States Code, Section 78m.

3. Venetian Macao Limited ("VML") was a wholly owned subsidiary of Sands until 2009, when it became a subsidiary of Sands China Limited ("SCL"), of whose shares Sands owns 70.1%. VML carried out casino operations for Sands in the Macao Special Administrative Region of the People's Republic of China ("Macao"). VML was an "agent" of Sands within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

4. Sands' Wholly Foreign-Owned Enterprises ("WFOEs") were, at all times relevant to the conduct described herein, investment entities based in the People's Republic of China ("PRC") and owned and incorporated by Sands. The WFOEs were "agents" of Sands within the meaning of the FCPA, Title 15, United States Code, Section 78dd-1(a).

5. Sands Executive 1 was a senior executive of LVSC and led Sands' "China strategy," which included promotion of Sands' gaming operations in Macao and Sands' brands in the PRC. Sands Executive 1 left Sands in 2009.

6. Sands Executive 2 was a senior finance executive of Sands starting in 2006. Sands Executive 2 reported to Sands Executive 1 until Sands Executive 2 left Sands in mid-2008.

7. VML Executive was a manager of VML and was responsible for Sands' Asian business development. VML Executive 1 also managed and served as the legal representative for several of Sands' WFOEs. VML Executive left Sands in 2009.

8. Sands Finance Employee was sent by Sands Executive 2 to Macao to assist with Sands' Macao and PRC transactions. Sands put Sands Finance Employee on leave in 2008 and terminated Sands Finance Employee in 2009.

9. Consultant was a PRC-based business consultant who was paid—through numerous companies he owned or controlled—by various LVSC entities for work in Macao and the PRC. Consultant represented to LVSC that he was a former PRC government official, and advertised his political connections with PRC government officials as a primary qualification to provide assistance.

Summary of Conduct

10. Between in or around 2006 and 2009, Sands, through its Macao- and PRC-based subsidiaries, transferred approximately $60 million to Consultant for the purpose of promoting Sands' business and brands.

11. Several of Sands' contracts with and payments to Consultant had no discernible legitimate business purpose, Sands senior executives were repeatedly warned about the Consultant's dubious business practices and the high risk of Sands' transactions with Consultant,

and by at least early 2008, certain senior Sands executives knew that over $700,000 paid to Consultant by Sands subsidiaries had simply disappeared.

12. Nevertheless, Sands continued to engage Consultant for work on behalf of Sands, with knowledge of the same Sands senior executives, and did not take steps to provide reasonable assurances about the Company's use and disbursement of funds and assets. In particular, Sands failed to carry out enhanced due diligence on all of Consultant's myriad companies, and did not insist on the appropriate documentation, approvals, or justifications for the payments to Consultant, even after Sands had become aware of Consultant's failure to account for sums of over $700,000 paid by Sands and Consultant's business practices.

Payments for Sponsorship of Chinese Basketball Team

13. Consultant was first retained by Sands in the fall of 2006, having been introduced to Sands through a high-level person with the PRC's China Liaison Office in Macao. VML Executive strongly advocated that Sands retain Consultant, asserting that Consultant's connections in the PRC would be very useful in Sands' efforts to expand its business into the PRC.

14. In or around early 2007, Sands sought to acquire a professional basketball team in the Chinese Basketball Association ("CBA") to increase interest in Sands' existing casino operations in Macao. When Sands learned that, as a gaming company, it could not own a CBA team under the league rules, Sands arranged for Sands to fund Consultant's purchase of the team, and for Sands to simply appear as the team "sponsor."

15. To that end, in or around 2007 a Sands WFOE paid approximately $7.5 million to companies controlled by Consultant to acquire the CBA team and two junior teams. In so doing, the Sands WFOE violated Sands policies and procedures, including because the contractual

documentation underlying the wire transfers between the Sands WFOE and the Consultant entity did not accurately reflect the identities of the parties to the transactions.

16. Following these payments, Sands Finance Employee began to raise concerns about the lack of transparency of, and failure to follow, proper accounting procedures and company policies in the transactions between Sands and Consultant entities, and also about the actions taken by VML Executive that appeared to show a disregard for internal controls. For example, on or about September 15, 2007, Sands Finance Employee sent an email to Sands Executive 2, expressing Sands Finance Employee's concerns over Sands' repeated payments to the Consultant without an articulable rationale, and explaining that "[Consultant] used [previously transferred] money to buy the junior teams. How come he wants to buy the teams again?...[T]he reason I am asking so many questions on this [$1.46 million] is because I heard another story about it in Beijing. Since I'm not sure whether the story is true, I don't want to put it in this email. At least, it's very alarming and we should be causious [sic] about it. As we advance more and more money, we should quickly set up the right structure and ask these questions early before it gets too complicated."

17. On or about September 15, 2007, Sands Executive 2 encouraged Sands Finance Employee via email to attend an FCPA training, writing "[i]t will be invaluable for you as you try to navigate the Asian business development waters and try to keep [VML Executive] under control." After Sands Finance Employee confirmed Sands Finance Employee's attendance, Sands Executive 2 replied "[g]reat - this will give you opportunity to control the wild animals!!!" Sands Finance Employee responded, "[y]eah, I need some big weapons for these wild animals!" Sands Executive 2 then replied, "[y]eah – but my money is on you!!!!!"

18. Sands Executive 2 also instructed Sands Finance Employee to carry out further financial due diligence on the basketball team Sands would be sponsoring. Attempting to do so, Sands Finance Employee faced significant pushback that prevented Sands Finance Employee from carrying out the task. For example, on or about October 1, 2007, Sands Finance Employee emailed VML Executive that "[Sands' outside counsel] and I have repeatedly asked [Consultant] and [Consultant associate] to provide these [payment] documents, but they kept telling us that they couldn't find their accountants. We can't just accept that excuse...[Sands Executive 2] mentioned US GAAP and Sarbannes-Oxley [sic], they are both serious matters. As an US public [sic] traded company, we must follow these rules, which are non-negotiable."

19. Sands Executive 2 raised concerns to other Sands employees about the payments to Consultant. For example, on or about October 1, 2007, Sands Executive 2 emailed VML Executive and Sands Finance Employee, copying Sands Executive 1, in order to complain that the factual "mess" underlying the basketball transaction meant that Sands Executive 2 had "no idea how to account for the above quagmire. From where I sit right now, it is very hard for me to see how we can point to something that demonstrates that we have value that can be hung up on the balance sheet...My second concern is how to deal with this from a Sarbanes-Oxley perspective. The manner in which this has transpired is not indicative of a sound control environment."

20. Despite all of the foregoing, and without Consultant ever providing the requested documents to Sands Finance Employee or outside counsel, on or about October 12, 2007, a Sands WFOE, with the approval of Sands Executive 1, wired approximately $1.86 million more to one of Consultant's entities, purportedly in connection with the basketball team.

21. Increasingly concerned about the state of Sands' internal controls and ability to obtain proper documentation for the transactions involving Consultant, Sands Executive 2

advocated for the retention of a forensic accounting firm ("accounting firm") to review payments involving Consultant in connection with the basketball team. Accordingly, in or around late 2007, Sands engaged the accounting firm to review the basketball-related transactions. However, Consultant and VML Executive were able to significantly impede the accounting firm's efforts, for example by preventing the accounting firm from gaining access to key bank account information that would have allowed for a more complete investigation. As such, by the time the accounting firm was instructed to conclude its investigation in or around February 2008, over $700,000 of funds paid to Consultant's entities remained unaccounted for.

22. The accounting firm never presented its findings to Sands' Board of Directors. Instead, Sands Executive 1 gave Sands' Board of Directors a presentation of what Sands Executive 1 claimed were the accounting firm's conclusions, namely, that no illegal payments had occurred. In so doing, Sands Executive 1 omitted nearly all context for these purported findings, including the limitations that had been put on the accounting firm's efforts by Consultant and his associates.

Acquisition of the "Beijing Building" and Basement

23. Sands promotional strategy in the PRC also included pursuing a joint venture to develop a resort facility with a Chinese state-owned travel agency ("Chinese SOE"). As part of its collaboration, Sands agreed in December 2006 to acquire from the Chinese SOE several floors of a large building in Beijing.

24. Between in or around July 2007 and February 2008, Sands, through its WFOEs, acquired a controlling interest in a company that Consultant had set up to purchase the Beijing building floors. The transactions, amounting to approximately $42 million, were between Sands' WFOEs and the Consultant entities, and none of the payments was approved by a Sands employee with sufficient authorization to approve the amounts paid.

25. Separate and apart from the core Beijing building transaction, in or around mid-2007, Consultant demanded that Sands pay Consultant a large up-front amount, purportedly so that Consultant could secure Sands' title to the building's unfinished basement.

26. On or about August 6, 2007, VML Executive sent an email to Sands Executive 1 suggesting that Consultant could use Consultant's connections in Beijing to secure the title, and that Consultant had asked for an upfront payment of approximately $1.4 million to obtain title to the basement. In response, Sands Executive 1 instructed Sands Executive 2 and VML Executive to ensure that Sands' outside counsel was consulted.

27. On or about August 19, 2007, Sands' outside counsel sent an email to, among others, VML Executive, Sands Executive 1, and Sands Executive 2, raising the specter of potential FCPA issues with the proposed payment and questioning the legality of how Consultant would obtain the basement permit.

28. Around the same time and over the following months, Sands Finance Employee sent multiple emails to Sands Executive 2 expressing similar concerns about giving Consultant an advance payment for the basement.

29. Despite all of the foregoing, and notwithstanding the fact that, among other things, Consultant had never provided documentation showing Consultant had even purchased the basement from the Chinese SOE, much less legally obtained title, on or about April 9, 2008, a Sands WFOE wired approximately $3.6 million to one of Consultant's companies, as a pre-payment for a five-year lease of the basement.

Subsequent Payments to Consultant

30. By early 2008, Sands Executive 1, Sands Executive 2, and VML Executive had been made aware of significant risks and concerns regarding Sands' relationship with Consultant,

and knew that Sands had not received documentation establishing what all the funds paid to Consultant were being used for. Yet, with the approval of those same senior managers, Sands, through its subsidiaries, continued to engage in business with Consultant, including by paying Consultant more than $5 million without a discernible legitimate business purpose, even after (A) the accounting firm had identified over $700,000 in missing funds, and (B) Sands Finance Employee and Sands' outside counsel, a major United States law firm with expertise in the FCPA, repeatedly raised concerns about Consultant. Confronted with these and other red flags, Sands willfully failed to implement controls to mitigate the risks, such as: (1) enhanced due diligence on Consultant's entities; (2) heightened approvals for payments to Consultant's entities; (3) more closely monitored supporting documentation for payments to Consultant's entities; (4) thorough review of Consultant's bank records; or (5) additional audits of Consultant's entities and transactions.

31. In addition, rather than being investigated, removed, or otherwise punished for entanglements with Consultant, VML Executive received support in VML Executive's efforts to suppress Sands Finance Employee's ability to scrutinize transactions with Consultant.

32. On or about January 20, 2008, VML Executive wrote an email to a Sands manager with responsibility over Macao, stating that VML Executive had "great worries" about Sands Finance Employee and outside counsel "knowing too much even now."

33. On or about February 23, 2008, VML Executive emailed Sands Executive 1 (and subsequently forwarded the email to Sands Executive 2) stating, "[Sands Finance Employee] is still making trouble for us during our foreign currency exchange in Zhuhai recently. We must think about what to do with her quickly." The email also noted that "[outside counsel] is ganging up with [a seller's rep] to hinder [Consultant] getting the Xian team transfer done."

34. Ultimately, VML Executive succeeded in having Sands Finance Employee and outside counsel removed from their respective roles and replaced by individuals who had less relevant experience and were not armed with an understanding of the risks that had previously been identified.

35. Moreover, Sands' WFOEs continued to make payments to Consultant's entities that illustrated the failure of effective internal accounting controls in the Company's PRC operations and were ultimately misrepresented in Sands' books and records. For example,

a. On or about April 8, 2008, a Sands WFOE paid approximately $1.4 million to an entity affiliated with Consultant for "arts and craft procurement," purportedly pursuant to an artwork procurement contract that had been signed by VML Executive. The backup documentation for the payment consisted of formal receipts from the Consultant entity referring to "arts and crafts." In or around early 2009, Sands' outside auditors raised questions about this payment, and in an email written on or about February 2, 2009 to a Sands WFOE accountant, VML Executive admitted that the payment was not used for "arts and craft," but was instead used for a contemplated resort island development project.

b. On or about September 3, 2008, another Sands WFOE transferred approximately $1.4 million to a Consultant entity, purportedly as an "advertisement" payment made pursuant to an undated advertisement agreement. VML Executive authorized the payment. There is no evidence that Consultant provided any advertising, consulting, or investment services in

return for these funds. Sands also did not perform any due diligence on Consultant's entity.

c. On or about October 13, 2008, a Sands WFOE transferred approximately $1.4 million to a Consultant-affiliated entity, purportedly for marketing and promotional services provided under another market research and advertisement agreement. Sands never explained the purpose of the payment and did not identify any due diligence on the Consultant's entity or supporting documentation of any marketing or promotional work.

d. In eleven installments paid between in or around November 2008 and in or around July 2009, a Sands WFOE transferred approximately $900,000 in purported property management fees for the Beijing Building to an entity affiliated with Consultant. Yet, the Beijing Building was at all relevant times managed by a property management company unaffiliated with Consultant, and no evidence suggests that any property management services were ever provided by Consultant's entity.

ATTACHMENT B

CORPORATE COMPLIANCE PROGRAM

In order to address any deficiencies in its internal controls, compliance codes, policies, and procedures regarding compliance with the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. §§ 78dd-1, *et seq.,* and other applicable anti-corruption laws, Las Vegas Sands Corporation ("LVSC"), on behalf of itself and its subsidiaries and affiliates, agrees to continue to conduct, in a manner consistent with all of its obligations under this Agreement, appropriate reviews of its existing internal controls, policies, and procedures.

Where necessary and appropriate, LVSC agrees to adopt new or to modify existing internal controls, compliance codes, policies, and procedures in order to ensure that it maintains: (a) a system of internal accounting controls designed to ensure that LVSC makes and keeps fair and accurate books, records, and accounts; and (b) a rigorous anti-corruption compliance program that includes policies and procedures designed to detect and deter violations of the FCPA and other applicable anti-corruption laws. At a minimum, this should include, but not be limited to, the following elements to the extent they are not already part of LVSC's existing internal controls, compliance codes, policies, and procedures:

High-Level Commitment

1. LVSC will ensure that its directors and senior management provide strong, explicit, and visible support and commitment to its corporate policies against violations of the FCPA and other applicable foreign law counterparts (collectively, the "anti-corruption laws") and its compliance code.

Policies and Procedures

2. LVSC will develop and promulgate a clearly articulated and visible corporate policy against violations of the anti-corruption laws, which policy shall be memorialized in a written compliance code or codes.

3. LVSC will develop and promulgate compliance policies and procedures designed to reduce the prospect of violations of the anti-corruption laws and LVSC's compliance code, and LVSC will take appropriate measures to encourage and support the observance of ethics and compliance policies and procedures against violation of the anti-corruption laws by personnel at all levels of LVSC. These anti-corruption policies and procedures shall apply to all directors, officers, and employees and, where necessary and appropriate, outside parties acting on behalf of LVSC in a foreign jurisdiction, including but not limited to, agents and intermediaries, consultants, representatives, distributors, teaming partners, contractors and suppliers, consortia, and joint venture partners (collectively, "agents and business partners"). LVSC shall notify all employees that compliance with the policies and procedures is the duty of individuals at all levels of LVSC. Such policies and procedures shall address:

a) hiring;
b) gifts;
c) hospitality, entertainment, and expenses;
d) customer travel;
e) political contributions;
f) charitable donations and sponsorships;
g) facilitation payments; and
h) solicitation and extortion.

4. LVSC will ensure that it has a system of financial and accounting procedures, including a system of internal controls, reasonably designed to ensure the maintenance of fair and accurate books, records, and accounts. This system should be designed to provide reasonable assurances that:

a) transactions are executed in accordance with management's general or specific authorization;

b) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and to maintain accountability for assets;

c) access to assets is permitted only in accordance with management's general or specific authorization; and

d) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

Periodic Risk-Based Review

5. LVSC will develop these compliance policies and procedures on the basis of a periodic risk assessment addressing the individual circumstances of LVSC, in particular the foreign bribery risks facing LVSC, including, but not limited to, its geographical organization, interactions with various types and levels of government officials, industrial sectors of operation, involvement in joint venture arrangements, importance of licenses and permits in LVSC's operations, degree of governmental oversight and inspection, and volume and importance of goods and personnel clearing through customs and immigration.

6. LVSC shall review its anti-corruption compliance policies and procedures no less than annually and update them as appropriate to ensure its continued effectiveness, taking into account relevant developments in the field and evolving international and industry standards.

Proper Oversight and Independence

7. LVSC will assign responsibility to one or more senior corporate executives of LVSC for the implementation and oversight of LVSC's anti-corruption compliance codes, policies, and procedures. Such corporate official(s) shall have the authority to report directly to

independent monitoring bodies, including internal audit, LVSC's Board of Directors, or any appropriate committee of the Board of Directors, and shall have an adequate level of autonomy from management as well as sufficient resources and authority to maintain such autonomy.

Training and Guidance

8. LVSC will implement mechanisms designed to ensure that its anti-corruption compliance code, policies, and procedures are effectively communicated to all directors, officers, employees, and, where necessary and appropriate, agents and business partners. These mechanisms shall include: (a) periodic training for all directors and officers, all employees in positions of leadership or trust, positions that require such training (*e.g.,* internal audit, sales, legal, compliance, finance), or positions that otherwise pose a corruption risk to LVSC, and, where necessary and appropriate, agents and business partners; and (b) corresponding certifications by all such directors, officers, employees, agents, and business partners, certifying compliance with the training requirements.

9. LVSC will maintain, or where necessary establish, an effective system for providing guidance and advice to directors, officers, employees, and, where necessary and appropriate, agents and business partners, on complying with LVSC's anti-corruption compliance codes, policies, and procedures, including when they need advice on an urgent basis or in any foreign jurisdiction in which LVSC operates.

Internal Reporting and Investigation

10. LVSC will maintain, or where necessary establish, an effective system for internal and, where possible, confidential reporting by, and protection of, directors, officers, employees, and, where appropriate, agents and business partners concerning violations of the anti-corruption laws or LVSC's anti-corruption compliance code, policies, and procedures.

11. LVSC will maintain, or where necessary establish, an effective and reliable process with sufficient resources for responding to, investigating, and documenting allegations of violations of the anti-corruption laws or LVSC's anti-corruption compliance code, policies, and procedures.

Enforcement and Discipline

12. LVSC will implement mechanisms designed to effectively enforce its compliance codes, policies, and procedures, including appropriately incentivizing compliance and disciplining violations.

13. LVSC will institute appropriate disciplinary procedures to address, among other things, violations of the anti-corruption laws and LVSC's anti-corruption compliance codes, policies, and procedures by LVSC's directors, officers, and employees. Such procedures should be applied consistently and fairly, regardless of the position held by, or perceived importance of, the director, officer, or employee. LVSC shall implement procedures to ensure that where misconduct is discovered, reasonable steps are taken to remedy the harm resulting from such misconduct, and to ensure that appropriate steps are taken to prevent further similar misconduct, including assessing the internal controls, compliance codes, policies, and procedures and making modifications necessary to ensure that the overall anti-corruption compliance program is effective.

Third-Party Relationships

14. LVSC will institute appropriate risk-based due diligence and compliance requirements pertaining to the retention and oversight of all agents and business partners, including:

a) properly documented due diligence pertaining to the hiring and appropriate and regular oversight of agents and business partners;

b) informing agents, distributors, and business partners of LVSC's commitment to abiding by anti-corruption laws, and of LVSC's anti-corruption compliance code, policies, and procedures; and

c) seeking a reciprocal commitment from agents and business partners.

15. Where necessary and appropriate, LVSC will include standard provisions in agreements, contracts, and renewals thereof with all agents and business partners that are reasonably calculated to prevent violations of the anti-corruption laws, which may, depending upon the circumstances, include: (a) anti-corruption representations and undertakings relating to compliance with the anti-corruption laws; (b) rights to conduct audits of the books and records of the agent or business partner to ensure compliance with the foregoing; and (c) rights to terminate an agent or business partner as a result of any breach of the anti-corruption laws, LVSC's compliance codes, policies, or procedures, or the representations and undertakings related to such matters.

Mergers and Acquisitions

16. LVSC will develop and implement policies and procedures for mergers and acquisitions requiring that LVSC conduct appropriate risk-based due diligence on potential new business entities, including appropriate FCPA and anti-corruption due diligence by legal, accounting, and compliance personnel.

17. LVSC will ensure that LVSC's compliance code, policies, and procedures regarding the anti-corruption laws apply as quickly as is practicable to newly acquired businesses or entities merged with LVSC and will promptly:

a) train the directors, officers, employees, agents, and business partners consistent with Paragraph 8 above on the anti-corruption laws and LVSC's compliance code, policies, and procedures regarding anti-corruption laws; and

b) where warranted, conduct an FCPA-specific audit of all newly acquired or merged businesses as quickly as practicable.

Monitoring and Testing

18. LVSC will conduct periodic reviews and testing of its anti-corruption compliance code, policies, and procedures designed to evaluate and improve their effectiveness in preventing and detecting violations of anti-corruption laws and LVSC's anti-corruption code, policies, and procedures, taking into account relevant developments in the field and evolving international and industry standards.

ATTACHMENT C

CORPORATE COMPLIANCE REPORTING

Las Vegas Sands Corporation ("LVSC") retained an independent compliance consultant in connection with the Administrative Proceeding filed by the Securities and Exchange Commission on or about April 7, 2016. LVSC agrees that it will submit copies of all reports of the independent compliance consultant to the Fraud Section within three calendar days of LVSC's receipt of such reports until the successful completion of the independent compliance consultant's engagement.

Should the independent compliance consultant's engagement be successfully completed prior to the end of the three-year Term of the Agreement between LVSC and the Fraud Section, LVSC will voluntarily submit periodic reports for the balance of the Agreement, at the same intervals as the reports prepared by the independent compliance consultant had been provided, with a final report provided no less than 30 days prior to the expiration of the Term of the Agreement between LVSC and the Fraud Section, regarding remediation and implementation of the compliance program and internal controls, policies, and procedures described in Attachment B (Corporate Compliance Program). These periodic reports shall set forth a complete description of LVSC's remediation efforts to date, including existing proposals reasonably designed to improve LVSC's internal controls, policies, and procedures for ensuring compliance with the FCPA and other applicable anti-corruption laws, and the proposed scope of the subsequent reviews, if any.

These independent compliance consultant reports and the LVSC reports (collectively, the "Reports") shall be transmitted to Chief, FCPA Unit, Fraud Section, Criminal Division, U.S.

Department of Justice, 1400 New York Avenue, NW, Bond Building, Eleventh Floor, Washington, DC 20530.

The Reports will likely include proprietary, financial, confidential, and competitive business information. Moreover, public disclosure of the Reports could discourage cooperation, impede pending or potential government investigations and thus undermine the objectives of the reporting requirement. For these reasons, among others, the Reports and the contents thereof are intended to remain and shall remain non-public, except as otherwise agreed to by the parties in writing, or except to the extent that the Fraud Section determines in its sole discretion that disclosure would be in furtherance of the Fraud Section's discharge of its duties and responsibilities or is otherwise required by law.