

NASSAU LIVE CENTER, LLC,
as Assignor

and

LVS NY HOLDCO 2, LLC,
as Assignee

and

NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY

ASSIGNMENT, ASSUMPTION AND FOURTH AMENDMENT
TO SUBLEASE AGREEMENT

Dated as of June 2, 2023

Section: 44
Block: F
Lot: 351 & 415 (f/k/a 410 and 351)

Record and Return to:
Phillips Lytle LLP
1205 Franklin Avenue, Suite 390
Garden City, NY 11530
Attn: Paul V. O'Brien, Esq.

**ASSIGNMENT, ASSUMPTION AND FOURTH
AMENDMENT TO SUBLEASE AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION AND FOURTH AMENDMENT TO SUBLEASE AGREEMENT (this "Amendment") dated as of June 2, 2023 (the "Effective Date"), by and among NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having an office at One West Street, 4th floor, Mineola, NY 11501 (the "Agency"), NASSAU LIVE CENTER, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and authorized to do business in the State of New York as a foreign limited liability company, having an office at 115 Front Street, Suite 300, Jupiter, FL 33477 (the "Assignor"), and LVS NY HOLDCO 2, LLC, a limited liability company duly organized and existing under the laws of the State of Nevada and authorized to do business in the State of New York as a foreign limited liability company, having an office at 5420 S. Durango, Las Vegas, NV 89113 (the "Company" or "Assignee").

RECITALS:

WHEREAS, Nassau Events Center LLC (the "Applicant"), a limited liability company duly organized and existing under the laws of the State of Delaware and qualified to do business in the State of New York as a foreign limited liability company, presented an application for financial assistance (the "Application") requesting that the Agency undertake a project (the "2015 Project") consisting of the following: (A)(1) the acquisition of an interest in an approximately 77 acre parcel of land located at 1255 Hempstead Turnpike, Uniondale, Town of Hempstead, Nassau County, New York (Section: 44; Block: F; Lots: 351 & 403, as subsequently amended and reduced to approximately 60.4 +/- acres (the approximately 60.4 acres known on the Nassau County Tax Map as Section 44; Block F; Lots: 351 and 415 and referred to herein as the "Land")), which Land is more particularly described on Schedule A attached hereto, (2) the renovation, alteration and improvement of the existing Nassau Veterans Memorial Coliseum (the "Building") located on the Land, together with related improvements to the Land, and (3) the acquisition of certain furniture, fixtures, machinery and equipment necessary for the completion thereof (the "2015 Equipment"), all of the foregoing for use by the Applicant as an approximately 13,000 seat state-of-the-art sports and entertainment complex (collectively, the "2015 Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing in the form of potential exemptions or partial exemptions from real property taxes and assessments, mortgage recording taxes and sales and use taxes (collectively, the "2015 Financial Assistance"); and (C) the lease (with an obligation to purchase), license or sale of the 2015 Project Facility to the Applicant or such other entity as may be designated by the Applicant and agreed upon by the Agency; and

WHEREAS, pursuant to a resolution adopted by the members of the Agency on July 28, 2015 (the "2015 Authorizing Resolution"), the Agency authorized the granting of the 2015 Financial Assistance to the Applicant with respect to the 2015 Project Facility; and

WHEREAS, pursuant to the 2015 Authorizing Resolution, the Agency appointed the Applicant as agent of the Agency to undertake the acquisition, renovation, installation and

equipping of the 2015 Project Facility and the Agency sub-subleased the 2015 Project Facility to the Applicant, all pursuant to the terms and conditions set forth in the unrecorded Sublease Agreement, dated as of October 1, 2015, between the Applicant and the Agency, as evidenced by (i) that certain Memorandum of Sublease Agreement, dated as of October 29, 2015 and recorded on December 4, 2015 in Liber 13924 cp 442, by and between the Agency and the Applicant, and (ii) that certain First Amendment to Memorandum of Sublease Agreement, dated as of December 29, 2016 and recorded on December 29, 2016 in Liber 13456 cp 546, by and between the Agency and the Applicant, as assigned by that certain Assignment, Assumption and Second Amendment to Sublease Agreement, dated as of August 20, 2020 and recorded on September 17, 2020 in Liber 13976 cp 147, by and among the Agency, the Applicant and Assignor, and as further amended by that certain unrecorded Third Amendment to Sublease Agreement dated as of October 18, 2021 between the Agency and the Assignor (as amended to date, the "Sublease Agreement"), and the other Transaction Documents (as defined in the Sublease Agreement); and

WHEREAS, pursuant to a resolution adopted by the members of the Agency on September 5, 2018 (the "2018 Authorizing Resolution") and a Project Agreement (Uniform Project Agreement), dated as of December 1, 2018 (as amended to date, the "Project Agreement"), between the Agency and the Applicant, the Agency authorized the Applicant to act as its agent to complete the acquisition, renovation, installation and equipping of a commercial facility in Nassau County, New York, consisting of: (A)(1) the renovation of the existing Building located at the Land, and (2) the acquisition of certain furniture, fixtures, machinery and equipment (the "2018 Equipment", and collectively with the 2015 Equipment, the "Equipment") necessary for the completion thereof, all of the foregoing as required by the National Hockey League to permit the New York Islanders to play at the Building (collectively, the "2018 Project Facility" and together with the 2015 Project Facility, the "Project Facility"); (B) the granting of certain "financial assistance" (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions or partial exemptions from sales and uses taxes (collectively, the "2018 Financial Assistance" and together with the 2015 Financial Assistance, the "Financial Assistance"); and (C) the lease (with an obligation to purchase), license or sale of the 2018 Project Facility to the Applicant or such other entity as may be designated by the Applicant and agreed upon by the Agency (the "2018 Project" and together with the 2015 Project, the "Project"); and

WHEREAS, the Applicant and the County of Nassau (the "County") executed and delivered that certain Amended and Restated Coliseum Lease between the County (in such capacity, the "Landlord") and the Applicant (the "Original Overlease"), as amended by that certain (i) letter agreement between Landlord and Applicant dated October 30, 2015 (the "2015 Letter"), (ii) First Amendment to Amended and Restated Coliseum Lease between Landlord and Applicant dated as of March 9, 2018 (the "First Amendment"), (iii) Second Amendment to Amended and Restated Coliseum Lease dated as of January 7, 2019 (the "Second Amendment"), (iv) Third Amendment to Amended and Restated Coliseum Lease, dated as of March 10, 2021 (the "Third Amendment"), and (v) Fourth Amendment to Amended and Restated Coliseum Lease, dated as of March 10, 2021 (the "Fourth Amendment" and together with the Original Overlease, the 2015 Letter, the First Amendment, the Second Amendment and the Third Amendment, collectively, the "Overlease") each affecting the Land; and

WHEREAS, the Applicant defaulted under its obligations under the Overlease; and

WHEREAS, Nassau Coliseum Funding 100, LLC (“NCF 100”), a limited liability company duly organized and existing under the laws of the State of Delaware, provided loans to the Applicant secured by a certain Project Loan Leasehold, Subleasehold and Sub-Subleasehold Mortgage, Assignment of Leases and Rents and Security Agreement, dated October 30, 2015, and a certain Building Loan Leasehold, Subleasehold and Sub-Subleasehold Mortgage, Assignment of Leases and Rents and Security Agreement, dated October 30, 2015, encumbering the Land (collectively, the “Mortgages”); and

WHEREAS, the Applicant defaulted under its obligations under the Mortgages; and

WHEREAS, the Applicant defaulted under its obligations under the Sublease Agreement and the Project Agreement by virtue of the aforesaid default under the Overlease; and

WHEREAS, pursuant to Schedule J of the Overlease, NCF 100 had the right to cure the defaults of the Applicant under the Overlease; and

WHEREAS, in view of the Applicant’s default under the Overlease and, inability to cure, lack of defense to foreclosure of the Mortgages and NCF 100’s right to acquire the Overlease through the foreclosure process, and in lieu of foreclosure, protracted litigation and the attendant time and expense, and to more promptly resume operations of the Coliseum for the ultimate benefit of the County and the public, the Applicant and NCF 100 entered into a certain Loan Settlement Agreement (the “Loan Settlement Agreement”); and

WHEREAS, pursuant to the Loan Settlement Agreement, the Applicant assigned and transferred to the Assignor, by operation of the Overlease and consistent with NCF 100’s rights under Schedule J of the Overlease, all of the Applicant’s right, title and interest in and to the Overlease, and the Assignor became the tenant under the Overlease and assumed all of the terms, covenants and conditions of the Overlease as of August 19, 2020, and cured the defaults under the Overlease (the “2020 Assignment and Cure”); and

WHEREAS, by resolution adopted by the members of the Agency on August 12, 2020 (the “2020 Consent Resolution”), the Agency consented to the 2020 Assignment and Cure and to the (a) sale and transfer by the Applicant of its 100% ownership interest in the Project Facility to the Assignor or its designee, (b) assignment of the Sublease Agreement and the other Transaction Documents, by the Applicant to the Assignor (including the assignment, amendment or restatement of finance mortgages), (c) substitution of the Assignor under the Environmental Indemnification (as defined in the Sublease Agreement) in the place of the Applicant, (d) waiver of any then existing right of recapture against the Applicant for any alleged defaults of the Applicant under any Transaction Document, (e) waiver of any right to declare an Event of Default against the Assignor for any actions or inaction of the Applicant under the Transaction Documents prior to the assignment of the Sublease Agreement and the other Transaction Documents, and (f) release of the Applicant from any obligations under the Transaction Documents; and

WHEREAS, following the adoption of the 2020 Consent Resolution, the Agency, the Applicant and the Assignor entered into (a) a certain Assignment, Assumption and Second

Amendment to Sublease Agreement dated as of August 19, 2020, (b) a certain Assignment and Assumption of Company Lease Agreement dated as of August 19, 2020, (c) a certain Assignment and Assumption of PILOT Agreement dated as of August 19, 2020, (d) a certain Assignment, Assumption and First Amendment to Project Agreement (Uniform Project Agreement) dated as of August 19, 2020, and (e) certain other documents, instruments and agreements related to the foregoing (collectively, the “2020 Assignment Documents”); and

WHEREAS, the Assignor has requested by letter dated May 15, 2023 (the “Consent Request”) that the Agency consent to (a) the assignment by the Assignor to the Assignee, of the Assignor’s right, title and interest in and to the Company Lease (as defined in the Sublease Agreement), the Sublease Agreement, the Project Agreement and the other Transaction Documents, (b) the transfer of the Assignor’s interest in the Project Facility to the Assignee, and (c) the release of the Assignor from its obligations under the Transaction Documents (collectively, the “Proposed Transaction”); and

WHEREAS, pursuant to Section 9.3 of the Sublease Agreement, the Assignor is permitted to assign its interests in the 2015 Project Facility upon receipt of approval from the Agency and, pursuant to Section 9.1 of the Project Agreement, the Assignor is permitted to assign its interests in the 2018 Project Facility upon receipt of approval from the Agency; and

WHEREAS, no additional Financial Assistance is being requested by the Assignor or the Assignee with respect to such requests and, therefore, no public hearing of the Agency is required pursuant to Section 859-a of the Act; and

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the Sublease Agreement to the Assignee and the Assignee desires to assume all of the obligations of the Assignor under the Sublease Agreement; and

WHEREAS, the Agency is willing to consent to the assignment of the Assignor’s interest in the Sublease Agreement to the Assignee only if the Assignee agrees to be bound by and comply with each of the terms and conditions set forth in the Sublease Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Assignor, the Assignee and the Agency mutually covenant, warrant and agree as follows:

SECTION 1. DEFINITIONS.

Section 1.1 Interpretation. For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein including, but not limited to, those capitalized terms used and/or defined in the recitals hereto, shall have the respective meanings assigned to such terms in the Transaction Documents.

SECTION 2. ASSIGNMENT AND ASSUMPTION.

Section 2.1 Assignment. The Assignor hereby assigns, conveys and transfers to the Assignee all of the Assignor's right, title and interest in, to and under the Sublease Agreement.

Section 2.2 Assumption. The Assignee hereby accepts the assignment of and assumes and agrees to perform, fulfill and comply with all covenants and obligations of the Assignor to be performed, fulfilled or complied with under the Sublease Agreement from and after the Effective Date.

Section 2.3 Assignor's Indemnification of Assignee and the Agency. To the extent not covered by policies of insurance, the Assignor shall and does hereby indemnify the Assignee and the Agency against and agrees to defend (with counsel reasonably selected by the indemnified party) and hold the Assignee and the Agency harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys' fees), incurred by the Assignee or the Agency, as the case may be, in connection with the Sublease Agreement or any other Transaction Document based upon or arising out of any breach or alleged breach of the Sublease Agreement or any other Transaction Document by the Assignor occurring or alleged to have occurred before the Effective Date.

Section 2.4 Assignee's Indemnification of Assignor and the Agency. The Assignee shall and does hereby indemnify the Agency against and agrees to defend (with counsel reasonably selected by the indemnified party) and hold the Agency harmless from, all liabilities, obligations, actions, suits, proceedings or claims and all costs and expenses (including, without limitation, reasonable attorneys' fees), incurred by the Agency in connection with the Sublease Agreement or any other Transaction Document based upon or arising out of any breach or alleged breach of the Sublease Agreement or any other Transaction Document by the Assignee occurring or alleged to have occurred on or after the Effective Date.

Section 2.5 Consent to Assignment. The Agency hereby consents to the foregoing assignment and assumption pursuant to Sections 9.1 and 9.3 of the Sublease Agreement and acknowledges that all requirements of Sections 9.1 and 9.3 of the Sublease Agreement have been complied with or compliance has been waived by the Agency. The parties agree that any provisions of the Sublease Agreement prohibiting or restricting the assignment and assumption contemplated hereby shall be deemed waived for this transaction only, but shall continue to apply to any future assignment, assumption or transfer by the Assignee. Furthermore, the Agency is not consenting to (a) the amendment of Section 3.2 of the Sublease Agreement setting forth the permitted uses of the Project Facility or (b) the undertaking of any construction, renovation, installation or equipping of the Project Facility (except as expressly authorized by the Sublease Agreement or the Project Agreement) or to the construction of any other structures or improvements on the Land that may be contemplated by any amendment, restatement or replacement of the Overlease between the County and the Assignee.

Section 2.6 Limited Release of Assignor. Effective from and after the Effective Date, the Agency hereby releases the Assignor from all of its obligations, liabilities and duties relating to the Project Facility, including, without limitation, its obligations, liabilities and duties arising under the Sublease Agreement and the other Transaction Documents, except that the Assignor is

not hereby released from any obligations, liabilities or duties under the Sublease Agreement or any other Transaction Document arising prior to the Effective Date (collectively, the "Prior Obligations"), including, without limiting the generality of the foregoing, the obligations of the Assignor to indemnify and defend the Agency and to hold the Agency harmless under the Sublease Agreement and the other Transaction Documents with respect to the Prior Obligations and irrespective of whether a particular cause of action in connection with such Prior Obligations was commenced or commences before or after the Effective Date.

SECTION 3. AMENDMENTS.

Section 3.1 Effective as of the Effective Date, Article I of the Sublease Agreement is amended by deleting the defined term "Assignor" and replacing it with the following:

"Assignor" shall mean Nassau Live Center, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware and authorized to do business in the State of New York as a foreign limited liability company, having an office at 115 Front Street, Suite 300, Jupiter, FL 33477."

Section 3.2 Effective as of the Effective Date, Article I of the Sublease Agreement is amended by deleting the defined term "Company" and replacing it with the following:

"Company" shall mean LVS NY HOLDCO 2, LLC, a limited liability company duly organized and existing under the laws of the State of Nevada and authorized to do business in the State of New York as a foreign limited liability company, having an office at 5420 S. Durango, Las Vegas, NV 89113."

Section 3.3 Effective as of the Effective Date, Section 2.2(A) of the Sublease Agreement is hereby amended and restated in its entirety to read as follows:

"(A) The Company is a limited liability company duly organized and existing under the laws of the State of Nevada and duly authorized to business as a foreign limited liability company in the State of New York and all other jurisdictions in which its operations or ownership of its Properties so require, and has the power to enter into this Agreement and the other Transaction Documents to which the Company is a party and to carry out its obligations hereunder and thereunder. By proper action of its sole member, the Company has been duly authorized to execute, deliver and perform this Agreement and the other Transaction Documents to which the Company is a party. No other consent, approval or action by the sole member or the managers of the Company or any other consent or approval (governmental or otherwise) or the taking of any other action is required as a condition to the validity or enforceability of this Agreement or any of the other Transaction Documents."

Section 3.4 Effective as of the Effective Date, Article I of the Sublease Agreement is amended by deleting the defined term “Environmental Indemnification” and replacing it with the following:

“‘Environmental Indemnification’ means, individually or collectively, as the context may require: (i) the Environmental Compliance and Indemnification Agreement dated as of October 1, 2015 by Nassau Events Center LLC (“NEC”) in favor of the Agency; (ii) the Assignment and Assumption of the Environmental Compliance and Indemnification Agreement dated as of August 19, 2020 between NEC, the Assignor and the Agency in favor of the Agency; and (iii) the Assignment and Assumption of the Environmental Compliance and Indemnification Agreement dated as of June 2, 2023 between the Assignor, Assignee and the Agency in favor of the Agency.”

Section 3.5 Effective as of the Effective Date, Section 2.2(R) of the Sublease Agreement is hereby amended and restated in its entirety to read as follows:

“(R) Unless the Company has transferred the Project as permitted under Article IX or Article XII of this Lease, the Company is, and shall at all times during the term of this Lease, continue to be owned solely by Las Vegas Sands Corp., a Nevada corporation. There shall be no change in the control or beneficial ownership of the Company without the Agency’s consent.”

Section 3.6 Effective as of the Effective Date, Subsection (B) of Section 12.1 of the Sublease Agreement is hereby amended and restated in its entirety to read as follows:

“(B) The addresses to which notices, certificates and other communications hereunder shall be delivered are as follows:

IF TO THE COMPANY:
LVS NY Holdco 2, LLC
5420 S. Durango
Las Vegas, NV 89113
Attn: Zac Hudson

WITH A COPY TO:
Farrell Fritz, P.C.
400 RXR Plaza
Uniondale, NY 11556-1320
Attn: Peter L. Curry, Esq.

and

Greenberg Traurig, LLP

900 Stewart Avenue, 5th floor
Garden City, NY 11530
Attn: Daniel J. Baker, Esq.

IF TO THE AGENCY:
Nassau County Industrial Development Agency
One West Street, 4th floor
Mineola, NY 11501
Attn: CEO/Executive Director

WITH A COPY TO:
Phillips Lytle LLP
1205 Franklin Avenue, Suite 390
Garden City, NY 11530
Attn: Paul V. O'Brien, Esq."

SECTION 4. CONDITIONS.

Section 4.1 Conditions Precedent. This Amendment shall only become effective upon the fulfillment, prior to or contemporaneously with the delivery hereof, of the following conditions precedent:

(A) the execution and delivery by the Assignor, the Assignee and the Agency of an original or counterpart originals of this Amendment;

(B) the Assignor and the Assignee shall execute and/or deliver such other documents, instruments and agreements as the Agency may reasonably require in connection with the transactions contemplated by this Amendment; and

(C) the Assignee shall pay all fees and expenses (including the Agency's consent fee in the amount of \$6,000 and all attorneys' fees and expenses) incurred by the Agency in connection with the preparation, execution and delivery of this Amendment and the closing of the transactions contemplated herein.

SECTION 5. MISCELLANEOUS.

Section 5.1 Representations and Warranties.

(A) All terms, conditions, covenants, representations and warranties of the Assignor contained in the Transaction Documents, except as expressly modified hereby, are hereby adopted, ratified and confirmed by the Assignee as of the date hereof, remain in full force and effect as of the date hereof, and are subject to the terms of this Amendment.

(B) The Assignee represents and warrants to the Agency that it has the necessary power and has taken all necessary action to make this Amendment the valid and enforceable obligation it purports to be, and that this Amendment constitutes the legal, valid and binding obligation of the Assignee, enforceable against the Assignee in accordance with its terms.

(C) The Assignor represents and warrants to the Agency that it has the necessary power and has taken all necessary action to make this Amendment the valid and enforceable obligation it purports to be, and that this Amendment constitutes the legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms.

(D) The Assignor represents and warrants to the Agency that no Event of Default specified in any of the Transaction Documents has occurred and, to its actual knowledge after diligent inquiry, no event which with notice or lapse of time or both would become such an Event of Default has occurred and is continuing.

Section 5.2 Additional Matters. All other documents and legal matters in connection with this Amendment and the transactions contemplated by the Sublease Agreement as amended by this Amendment shall be reasonably satisfactory in form and substance to the Agency.

Section 5.3 Survival of Representations and Warranties. All representations and warranties made in this Amendment or any other documents furnished in connection with this Amendment shall survive the execution and delivery of this Amendment and no investigation by the Agency or any closing shall affect the representations and warranties or the right of the Agency to rely upon them.

Section 5.4 Reference to Sublease Agreement. The Sublease Agreement, the Transaction Documents and any and all other agreements, documents, or instruments heretofore, now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Sublease Agreement, as amended hereby, are hereby amended so that any reference to the "Sublease Agreement" in the Sublease Agreement, the Transaction Documents or such other agreements, documents or instruments executed in connection with the Sublease Agreement shall mean a reference to the Sublease Agreement, as amended hereby.

Section 5.5 Governing Law. This Amendment, the transactions described herein and the obligations of the parties hereto shall be construed under, and governed by, the laws of the State of New York, as in effect from time to time, without regard to principles of conflicts of laws.

Section 5.6 Successors and Assigns. The Assignor, the Assignee and the Agency, as such terms are used herein, shall include the legal representatives, successors and assigns of those parties. This Amendment shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

Section 5.7 Counterparts. This Amendment may be executed in any number of counterparts and by the Assignor, the Assignee and the Agency on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Amendment.

Section 5.8 Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

Section 5.9 Conflicting Provisions. In the event of any conflict in the terms and provisions of this Amendment and the terms and provisions of the Sublease Agreement, the terms and provisions of this Amendment shall govern.

Section 5.10 Entire Agreement. This Amendment constitutes the entire agreement and understanding between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior negotiations, understandings, and agreements between such parties with respect to such transaction.

Section 5.11 No Waiver of Defaults. Notwithstanding any provision of this Amendment to the contrary, nothing in this Amendment shall mean that there are no defaults or Events of Default under the Sublease Agreement, the Project Agreement or any other Transaction Document or that any such defaults or Events of Default have been or shall be waived by the Agency.

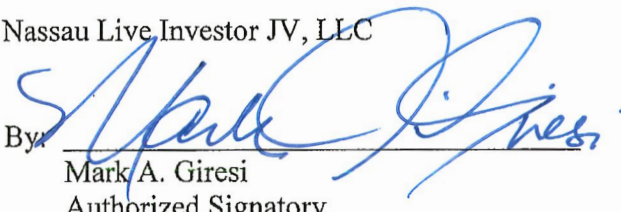
[Remainder of Page Intentionally Left Blank - Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

Assignor:

NASSAU LIVE CENTER, LLC,
a Delaware limited liability company

By: Nassau Live Investor JV, LLC

By: 

Mark A. Giresi
Authorized Signatory

Assignee:

LVS NY HOLDCO 2, LLC,
a Nevada limited liability company

By: _____
David Zachary Hudson
President

Agency:

**NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Sheldon L. Shrenkel
CEO/Executive Director

Doc #1651575.1

*(Signature Page to Assignment, Assumption and ~~Third~~ Fourth
Amendment to Sublease Agreement)*

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

Assignor:

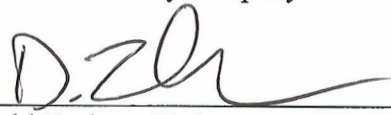
NASSAU LIVE CENTER, LLC,
a Delaware limited liability company

By: Nassau Live Investor JV, LLC

By: _____
Mark A. Giresi
Authorized Signatory

Assignee:

LVS NY HOLDCO 2, LLC,
a Nevada limited liability company

By: 
David Zachary Hudson
President

Agency:

**NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Sheldon L. Shrenkel
CEO/Executive Director

Doc #1651575.1

(Signature Page to Assignment, Assumption and ^{Fourth} ~~Third~~
Amendment to Sublease Agreement)

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

Assignor:

NASSAU LIVE CENTER, LLC,
a Delaware limited liability company

By: Nassau Live Investor JV, LLC

By: _____
Mark A. Giresi
Authorized Signatory

Assignee:

LVS NY HOLDCO 2, LLC,
a Nevada limited liability company

By: _____
David Zachary Hudson
President

Agency:

**NASSAU COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Sheldon L. Shrenkel
CEO/Executive Director

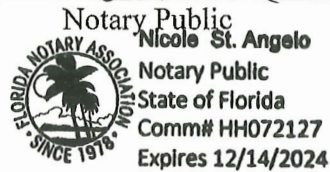
Doc #1651575.1

(Signature Page to Assignment, Assumption and ~~Third~~^{Fourth}
Amendment to Sublease Agreement)

STATE OF Florida)
) SS:
COUNTY OF palm beach)

On the 31st day of May, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark A. Giresi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Nicole St. Angelo



STATE OF)
) SS:
COUNTY OF)

On the ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared David Zachary Hudson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

On the ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Sheldon L. Shrenkel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

(Acknowledgment Page to Assignment, Assumption and ^{Fourth} Third Amendment to Sublease Agreement)

STATE OF)
) SS:
COUNTY OF)

On the ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark A. Giresi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF *New York*)
) SS:
COUNTY OF *New York*)

On the *31st* day of *May*, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared David Zachary Hudson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

L. Kuracina

Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

LINDSAY THERESA KURACINA
Notary Public-State of New York
No. 01KU6440270
Qualified in New York County
Commission Expires September 06, 2026

On the ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Sheldon L. Shrenkel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

(Acknowledgment Page to Assignment, Assumption and *Fourth* ~~Third~~ Amendment to Sublease Agreement)

STATE OF)
) SS:
COUNTY OF)

On the ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark A. Giresi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

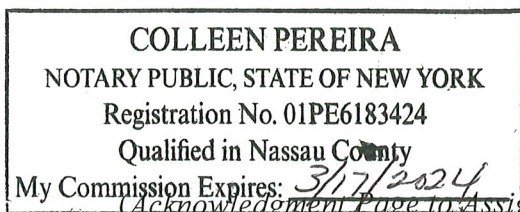
STATE OF)
) SS:
COUNTY OF)

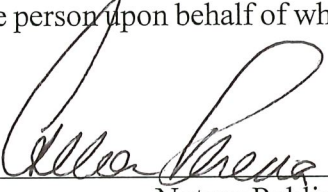
On the ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared David Zachary Hudson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) SS:
COUNTY OF NASSAU)

On the 1st day of June, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Sheldon L. Shrenkel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.





Notary Public

(Acknowledgment Page to Assignment, Assumption and ^{Fourth} ~~Third~~ Amendment to Sublease Agreement)

SCHEDULE A

DESCRIPTION OF THE LAND

ALL that certain plot or parcel of land with the buildings and improvements thereon erected, situate, lying and being in Uniondale, Town of Hempstead, Nassau County and State of New York, being more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly line of Hempstead Turnpike with the easterly line of Earle Ovington Boulevard;

RUNNING THENCE along the said easterly line of Earle Ovington Boulevard North 64 degrees 52 minutes 15.5 seconds West a distance of 44.67 feet to a point;

RUNNING THENCE still along the easterly line of Earle Ovington Boulevard and along the easterly line and southerly line of Charles Lindbergh Boulevard the following six (6) courses and distances:

- 1) Northerly along a curve bearing to the right having a radius of 895.00 feet and a distance of 432.61 feet;
- 2) North 17 degrees 52 minutes 04.5 seconds East a distance of 291.66 feet;
- 3) Northerly along a curve bearing to the left having a radius of 1105.00 feet a distance of 427.65 feet;
- 4) North 04 degrees 18 minutes 23.2 seconds West a distance of 262.79 feet;
- 5) Northerly along a curve bearing to the right having a radius of 1720.00 feet a distance of 600.99 feet;
- 6) Northerly and easterly along a curve bearing to the right having a radius of 741.00 feet a distance of 720.53 feet to the westerly line of Tax Lot 411 in Block F of Section 44;

RUNNING THENCE along the perimeter of said Tax Lot 411 the following two (2) courses and distances:

- 1) South 17 degrees 04 minutes 37 seconds East a distance of 345.51 feet;
- 2) North 72 degrees 55 minutes 23 seconds East a distance of 569.57 feet;

RUNNING THENCE South 17 degrees 04 minutes 37 seconds East a distance of 60.00 feet to the northerly line of Tax Lot 412 in Block F of Section 44;

RUNNING THENCE along the perimeter of said Tax Lot 412 the following nine (9) courses and distances:

- 1) South 72 degrees 55 minutes 23 seconds West a distance of 342.56 feet;
- 2) South 17 degrees 04 minutes 37 seconds East a distance of 189.35 feet;
- 3) North 72 degrees 55 minutes 23 seconds East a distance of 238.25 feet;
- 4) South 17 degrees 04 minutes 37 seconds East a distance of 354.62 feet;
- 5) South 72 degrees 55 minutes 23 seconds West a distance of 235.15 feet;
- 6) South 17 degrees 04 minutes 37 seconds East a distance of 429.39 feet;
- 7) North 72 degrees 55 minutes 23 seconds East a distance of 319.46 feet;
- 8) Northeasterly along a curve bearing to the left having a radius of 20.00 feet and a distance of 31.42 feet;
- 9) North 17 degrees 04 minutes 37 seconds West a distance of 953.36 feet to the northerly line of said Tax Lot 412;

RUNNING THENCE North 17 degrees 04 minutes 37 seconds West 60.00 feet to a point on the southerly line of Tax Lot 411;

RUNNING THENCE northerly the following three (3) courses and distances:

- 1) North 17 degrees 04 minutes 37 seconds West a distance of 147.00 feet;
- 2) North 72 degrees 55 minutes 23 seconds East a distance of 279.68 feet;
- 3) North 17 degrees 04 minutes 37 seconds West a distance of 190.58 feet a point on the southerly line of Charles Lindbergh Boulevard;

RUNNING THENCE easterly along the southerly line of Charles Lindbergh Boulevard North 73 degrees 29 minutes 27 seconds East a distance of 303.66 feet to the corner formed by the intersection of the westerly line of James Doolittle Boulevard and the southerly line of Charles Lindbergh Boulevard.

RUNNING THENCE along the westerly line of James Doolittle Boulevard the following two courses and distances:

- 1) South 17 degrees 30 minutes 22 seconds East a distance of 316.84 feet;
- 2) South 08 degrees 17 minutes 20 seconds East a distance of 88.78 feet;

RUNNING THENCE South 72 degrees 55 minutes 23 seconds West 492.13 feet;

RUNNING THENCE South 17 degrees 04 minutes 37 seconds East 1,499.83 feet to the northerly line of Hempstead Turnpike;

RUNNING THENCE along said northerly line of Hempstead Turnpike, South 64 degrees 42 minutes 29.5 seconds West 2,023.58 feet to the POINT or PLACE of BEGINNING.

Containing within said bounds 2,841,037 s.f. or 65.22 Acres more or less.

With the exception of and excluding:

All that certain plot, piece or parcel of land, situate, lying and being at Uniondale, Town of Hempstead, County of Nassau and State of New York, being known as Lot 413 in Section 44 Block F as shown on the Nassau County Tax Map and as anther described on the certain Survey by John Minto, Professional Land Surveyor, State of New York, dated October 28, 2014, as updated April, 2015 as follows:

ALL that certain plot or parcel of land with the buildings and improvements thereon erected, situate, lying and being in Uniondale, Town of Hempstead, Nassau County and State of New York shown and designated on the Nassau County tax map as section 44 Block F, Lot number 413. Being more particularly bounded and described as follows:

BEGINNING at the end of a line connecting the northerly side of Hempstead Turnpike with the easterly side of Earl Ovington Boulevard;

THENCE in an easterly direction along the northerly line of Hempstead Turnpike North 64 degrees 42 minutes 29.5 seconds East a distance of 545.89 feet to a point, said being the POINT or PLACE of BEGINNING;

THENCE from said point the following six (6) courses and distances:

- (a) North 17 degrees 04 minutes 37 seconds West a distance of 592.11 feet;
- (b) North 72 degrees 55 minutes 23 seconds East a distance of 131.56 feet;
- (c) North 17 degrees 04 minutes 37 seconds West a distance of 75.50 feet;
- (d) North 72 degrees 55 minutes 23 seconds East a distance of 194.98 feet;
- (e) Easterly and Southerly along a curve bearing to the right having a radius of 30.00 feet a distance of 47.12 feet;
- (f) South 17 degrees 04 minutes 37 seconds East a distance of 586.14 feet, to the northerly side of Hempstead Turnpike;

THENCE along said northerly side of Hempstead Turnpike, South 64 degrees 42 minutes 29.5 seconds West, 360.23 feet to the POINT or PLACE of BEGINNING.

Containing within said bounds 218,727 s.f. or 5.02 Acres more or less.