

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): April 9, 2012

WYNN RESORTS, LIMITED

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

000-50028
(Commission
File Number)

46-0484987
(I.R.S. Employer
Identification No.)

WYNN LAS VEGAS, LLC

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

333-100768
(Commission
File Number)

88-0494875
(I.R.S. Employer
Identification No.)

**3131 Las Vegas Boulevard South
Las Vegas, Nevada**
(Address of principal executive offices of each registrant)

89109
(Zip Code)

(702) 770-7555
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencements communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

As disclosed in prior filings of Wynn Resorts, Limited (“WRL”) and Wynn Las Vegas, LLC (“WLV”) with the Securities and Exchange Commission, pursuant to that certain Amended and Restated Agreement of Lease, dated as of March 18, 2010 (the “SW Lease”), by and between Stephen A. Wynn (“Mr. Wynn”), Chairman of the Board of Directors and Chief Executive Officer of WRL, and WLV, Mr. Wynn leases two fairway villas (the “Villas”) as Mr. Wynn’s personal residence. Pursuant to the SW Lease, the rental value of the Villas is redetermined every two years during the term of the SW Lease based upon an independent third-party appraisal. On April 9, 2012, Mr. Wynn and WLV entered into the First Amendment to Amended and Restated Agreement of Lease (the “Amendment”), (a) to reflect that the rental value of the Villas for the two-year period commencing March 1, 2012 will be \$440,000 per year, as determined in accordance with the terms of the SW Lease, and (b) to provide that the lease includes Mr. Wynn’s use of warehouse space owned by WLV. The Amendment was approved by the Audit Committee of the Board of Directors of WRL. This description of the Amendment is qualified in its entirety by reference to the Amendment, a copy of which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

<u>Exhibit Number</u>	<u>Description</u>
10.1	First Amendment to Amended and Restated Agreement of Lease, dated as of April 9, 2012, by and between Wynn Las Vegas, LLC and Stephen A. Wynn.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: April 11, 2012

WYNN RESORTS, LIMITED

By: /s/ Matt Maddox

Matt Maddox
Chief Financial Officer and Treasurer

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: April 11, 2012

WYNN LAS VEGAS, LLC

By: Wynn Resorts Holdings, LLC, its sole member

By: Wynn Resorts, Limited, its sole member

By: /s/ Matt Maddox

Matt Maddox
Chief Financial Officer and Treasurer

**FIRST AMENDMENT TO
AMENDED AND RESTATED AGREEMENT OF LEASE**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LEASE (this "Amendment") is made as the 9th day of April, 2012, by and between Wynn Las Vegas, LLC ("Lessor") and Stephen A. Wynn ("Lessee") and, together with Lessor, the "Parties"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease (as defined below).

RECITALS:

A. The Parties have entered into that certain Amended and Restated Agreement of Lease, dated as of March 18, 2010 (the "Lease"), under which Lessee leases Villas in the Resort.

B. Pursuant to Section 3(c) of the Lease, the Parties have determined the Rental Value for the two (2) year period commencing on March 1, 2012.

NOW, THEREFORE, the Parties agree as follows:

1. Amendment to Section 1. The Parties agree that Section 1 of the Lease is amended to include Lessee's use of warehouse space owned by Lessor.

2. Rental Value. The Parties agree that for the two (2) year period commencing on March 1, 2012, the Rental Value for the Villas shall be Four Hundred Forty Thousand and No/100ths Dollars (\$440,000.00) per year as established by the Opinion of Value, dated February 14, 2012, by John J. Knott II of CB Richard Ellis.

3. Other Provisions of the Lease. The Parties acknowledge that the Lease is being modified only as stated herein, and agree that nothing else in the Lease shall be affected by this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first written above.

WYNN LAS VEGAS, LLC,
a Nevada limited liability company

STEPHEN A. WYNN

By: /s/ Marilyn Spiegel

/s/ Stephen A. Wynn

Name: Marilyn Spiegel

Title: President