As filed with the Securities and Exchange Commission on October 21, 2002

Registration No. 333-98369

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

AMENDMENT NO. 4
to
FORM S-1
REGISTRATION STATEMENT
Under
THE SECURITIES ACT OF 1933

Wynn Las Vegas, LLC

(Exact name of Registrant as specified in its charter)

Nevada	**7990**	**88-0494878**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

Wynn Las Vegas Capital Corp.

(Exact name of Registrant as specified in its charter)

Nevada	**7990**	**46-0484992**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

and Other Registrants

(See Table of Other Registrants Listed Below)

3145 Las Vegas Boulevard South
Las Vegas, Nevada 89109
(702) 733-4444
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Ronald J. Kramer
Wynn Resorts, Limited
President
3145 Las Vegas Boulevard South
Las Vegas, Nevada 89109
(702) 733-4444
(Name, address, including zip code, and telephone number, including area code, of agent for service)

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Approximate date of commencement of proposed sale to the public:
As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. **o**

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. **o**

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. **o** _____

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. **o** _____

If delivery of the prospectus is expected to be made pursuant to Rule 434 under the Securities Act, check the following box. **o**

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	**Proposed Maximum Aggregate**	**Amount of Registration Fee(2)**

		Offering Price(1)	
	% Second Mortgage Notes due 2010	$340,000,000	$31,280
Guarantees of	% Second Mortgage Notes due 2010	None	$0

(1) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act.
(2) Fee previously paid. Pursuant to Rule 457(n) under the Securities Act, no separate fee is payable for the guarantees.

The Registrants hereby amend this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to such Section 8(a), may determine.

Other Registrants

Exact Name of Registrant as Specified in its Charter	State or Other Jurisdiction of Incorporation or Organization	I.R.S. Employer Identification Number
Desert Inn Water Company, LLC	Nevada	88-0460932
Palo, LLC	Delaware	88-0464820
Valvino Lamore, LLC	Nevada	88-0459742
Wynn Design & Development, LLC	Nevada	88-0462235
Wynn Resorts Holdings, LLC	Nevada	88-0460933
World Travel, LLC	Nevada	47-0846667
Las Vegas Jet, LLC	Nevada	88-0460935

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion, Dated October 21, 2002

$340,000,000

Wynn Las Vegas, LLC
Wynn Las Vegas Capital Corp.

% Second Mortgage Notes due 2010

Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp. are offering $340 million aggregate principal amount of % second mortgage notes due 2010. We will pay interest on the second mortgage notes on and of each year, beginning , 2003. The second mortgage notes will mature on , 2010.

We may redeem the second mortgage notes at any time on or after , 2006 at a premium decreasing ratably to zero. In addition, until , 2005, we may redeem up to 35% of the second mortgage notes with the net proceeds of one or more qualified equity offerings. If we undergo a change of control we must offer to repurchase the notes. If we sell certain assets or suffer an event of loss, we must offer to repurchase the notes if we do not use the proceeds as required. The second mortgage notes may also be subject to redemption requirements imposed by gaming laws and regulations of gaming authorities in Nevada.

The second mortgage notes will be secured by:

- a first priority lien on the proceeds of this offering; and
- second priority liens on substantially all of our other existing and future assets, other than certain furniture, fixtures and equipment.

The second mortgage notes will be jointly and severally guaranteed by Valvino Lamore, LLC, our indirect parent, and certain of Valvino's subsidiaries. The guarantees will be secured by second priority liens on substantially all of the guarantors' existing and future assets.

Concurrent with the issuance of the second mortgage notes, we expect to enter into $1.0 billion of credit facilities, which will be secured by first priority liens on substantially all of our existing and future assets, other than the proceeds of this offering and certain furniture, fixtures and equipment. We also expect to enter into a $188.5 million furniture, fixtures and equipment loan facility, which will be secured by first priority liens on specified items of furniture, fixtures, and equipment.

The second mortgage notes and guarantees will:

- rank senior in right of payment to any future subordinated indebtedness we or the guarantors may incur;
- be effectively senior to our and the guarantors' existing and future unsecured indebtedness and other liabilities; and
- be effectively subordinated to our and the guarantors' obligations under our $1.0 billion credit facilities and our $188.5 million furniture, fixtures and equipment loan facility, because those facilities will be secured by higher priority liens on our assets.

Intercreditor agreements with the holders of our other secured indebtedness will impose restrictions on payment and enforcement of the second mortgage notes.

Concurrent with this offering, Wynn Resorts, Limited, our ultimate parent, is offering shares of common stock in an initial public offering expected to raise approximately $450 million in gross proceeds.

Investing in the second mortgage notes involves a high degree of risk. See "Risk Factors" beginning on page 17.

None of the Securities and Exchange Commission or any state securities commission, the Nevada State Gaming Control Board, the Nevada Gaming Commission or any state gaming commission or any other gaming regulatory authority has approved or disapproved of these securities, passed on the investment merits of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Per Note	Total
Public offering price	%	$
Underwriting discounts and commissions	%	$
Proceeds, before expenses, to Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp.	%	$

The public offering price set forth above does not include accrued interest, if any. Interest on the second mortgage notes will accrue from , 2002.

Joint Book-Running Managers

Deutsche Bank Securities | **Banc of America Securities LLC** | **Bear, Stearns & Co. Inc.** | **Dresdner Kleinwort Wasserstein**

Fleet Securities, Inc. | **Scotia Capital** | **SG Cowen**

Jefferies & Company, Inc.

The date of this prospectus is , 2002.

DESCRIPTION OF ARTWORK

[Le Rêve site map]

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. We urge you to read this entire prospectus carefully, including the financial data and related notes and the "Risk Factors" section beginning on page 17 before making an investment decision.

The second mortgage notes will be jointly issued by Wynn Las Vegas, LLC, a Nevada limited liability company, and its wholly owned subsidiary, Wynn Las Vegas Capital Corp., a Nevada corporation, referred to as Wynn Capital. The second mortgage notes will be guaranteed by our indirect parent, Valvino Lamore, LLC, a Nevada limited liability company, and certain of Valvino's subsidiaries designated as restricted entities. In September 2002, all of the members of Valvino contributed their membership interests in Valvino to our ultimate parent, Wynn Resorts, Limited, a Nevada corporation, and Valvino became a wholly owned subsidiary of Wynn Resorts.

Unless the context otherwise requires, the terms "we," "our" and "us," as used in this prospectus, mean, collectively, Wynn Las Vegas, Valvino and its subsidiaries that are guaranteeing the second mortgage notes. References to any other entity mean that entity without any subsidiaries. References to the restricted entities or the restricted group mean Valvino, Wynn Resorts Holdings, LLC, Wynn Design & Development, LLC, World Travel, LLC, Las Vegas Jet, LLC, Desert Inn Water Company, LLC and Palo, LLC.

Overview

We are constructing and will own and operate Le Rêve, which we have designed to be the preeminent luxury hotel and destination casino resort in Las Vegas. Le Rêve will be situated on approximately 192 acres at the site of the former Desert Inn Resort & Casino on the Las Vegas Strip in Las Vegas, Nevada. We expect Le Rêve to cost approximately $2.4 billion comprised of approximately $1.4 billion in design and construction costs and approximately $1 billion of additional costs, including the cost of 212 acres of land consisting of an approximately 55-acre plot on which Le Rêve is being constructed, an approximately 137-acre plot located behind the hotel on which the new golf course will be built and an adjacent 20-acre parcel, capitalized interest, pre-opening expenses, certain furniture, fixtures and equipment and all financing fees. We expect Le Rêve to feature approximately 2,700 luxurious guest rooms, a casually elegant casino of approximately 111,000 square feet, 18 distinctive dining outlets, an exclusive on-site 18-hole championship golf course and a new water-based entertainment production. We have scheduled groundbreaking to occur in October 2002, with an opening to the general public scheduled for April 2005.

Le Rêve is the concept of Stephen A. Wynn, one of Wynn Resorts' principal stockholders and its Chairman of the Board and Chief Executive Officer. Mr. Wynn was previously Chairman of the Board, President and Chief Executive Officer of Mirage Resorts, Incorporated and its predecessor from 1973 to 2000. In that role, he was responsible for the development of Bellagio, The Mirage, Treasure Island at The Mirage and the Golden Nugget—Las Vegas in Las Vegas, Nevada, as well as the Atlantic City Golden Nugget in New Jersey and Beau Rivage in Biloxi, Mississippi. We intend for Le Rêve to set a new standard of luxury and elegance for destination casino resorts in Las Vegas.

Our Strategy

- *Showcase the "Wynn Brand."* We believe that Mr. Wynn is widely viewed as the premier designer, developer and operator of destination casino resorts in Las Vegas, and that Le Rêve will represent a natural extension of the concepts Mr. Wynn has utilized in developing other major destination casino resorts.

- *Create a "Must-Visit" Destination Casino Resort on the Las Vegas Strip*. Rather than focusing on a highly themed experience like many other hotel casino resorts on the Las Vegas Strip, Le Rêve will offer a luxurious environment having a sophisticated, casually elegant ambience. In this manner, we believe that the property, rather than a theme, will be the attraction and, therefore, will have greater lasting appeal to customers.

- *Open the First New Major Hotel Casino Resort on the Las Vegas Strip in Almost Five Years*. We believe that, at the time of Le Rêve's planned opening in April 2005, it will have been almost five years since a major new hotel casino resort opened on the Las Vegas Strip. As a result, we

expect that there will be a high level of customer anticipation for Le Rêve.

- *Provide an Experience at Le Rêve of the Highest Standard of Luxury in an Atmosphere of Casual Elegance.* We will seek to attract a range of customers to Le Rêve, including middle market customers and high roller and premium gaming patrons, by providing guests with a premium level of luxury, amenities and service, such as:

  - approximately 2,700 richly furnished, spacious guest rooms and suites;
  - a casually elegant casino featuring an estimated 136 table games and 2,000 slot machines, a distinctive baccarat salon and private high-limit gaming rooms;
  - an intimate environment for our guests with an approximately eight story, manmade "mountain" enclosing an approximately three-acre lake in front of the hotel and 18 dining outlets, including six fine-dining restaurants, one of which will feature cuisine by Daniel Boulud of New York's DANIEL and Café Boulud restaurants;
  - an exclusive 18-hole championship golf course on the premises of Le Rêve;
  - a new water-based entertainment production developed by Franco Dragone, the creative force behind Bellagio's production of "O" and Treasure Island at The Mirage's production of "Mystère;"
  - an on-site, full-service Ferrari and Maserati dealership; and
  - an art gallery displaying works from the private art collection of Mr. Wynn and his wife, Elaine Wynn.

- *Generate Substantial Revenue from Le Rêve's Non-Gaming Amenities*. We expect Le Rêve's superior non-gaming amenities outlined above to provide a substantial portion of its overall revenue.

- *Capitalize on the Attractive Location of Le Rêve.* Le Rêve will be located on the Las Vegas Strip at the northeast corner of the intersection of Las Vegas Boulevard and Sands Avenue. Le Rêve will have approximately 1,350 feet of frontage on the Las Vegas Strip and will be located near some of the most visited hotel casino resorts and attractions on the Las Vegas Strip, including Bellagio, Caesars Palace, The Mirage, Treasure Island at The Mirage and The Venetian. In addition, Le Rêve will be adjacent to the Las Vegas Convention Center and the Sands Expo and Convention Center, two of the largest trade show and convention facilities in the United States. Le Rêve will also be located directly across from the Fashion Show Mall, which is currently undergoing a substantial renovation and expansion, and we anticipate that Le Rêve will be connected to the mall by a pedestrian bridge.

- *Capitalize on Our Experienced Management Team.* Mr. Wynn is designing Le Rêve and brings to the project his experience as the designer of Bellagio, The Mirage and

Treasure Island at The Mirage. Many of the other people on the design team worked with Mr. Wynn at Mirage Resorts to develop Bellagio.

- *Carefully Manage Construction Costs and Risks*. Marnell Corrao Associates, Inc., referred to as Marnell Corrao, will be the builder and general contractor for most of Le Rêve, excluding the parking garage and the golf course. Marnell Corrao has extensive experience in building large Las Vegas destination casino resorts, including Bellagio, The Mirage, Treasure Island at The Mirage and New York-New York Hotel and Casino. We have entered into a guaranteed maximum price construction contract with Marnell Corrao covering approximately $919 million of the estimated $1.4 billion budgeted design and construction costs. We plan to implement specific mechanisms that are intended to mitigate the risk of construction cost overruns and delays, including:

  - a $150 million contractor performance and payment bond;
  - a guaranty by Marnell Corrao's parent company, Austi, Inc., of Marnell Corrao's full performance under the construction contract until final payment under that contract;
  - a $50 million completion guarantee in favor of the lenders under the credit facilities and the holders of the second mortgage notes by a special purpose subsidiary of Wynn Las Vegas to secure completion of the construction and opening of Le Rêve, secured by $50 million of the proceeds of Wynn Resorts' initial public offering;
  - a liquidity reserve account of Wynn Las Vegas holding $30 million of the proceeds of Wynn Resorts' initial public offering;
  - an owner's contingency of approximately $34.3 million included in the design and construction budget; and
  - anticipated remaining availability of approximately $33.8 million under Wynn Las Vegas' revolving credit facility that may be used to pay interest and other financing fees with respect to our indebtedness if completion is delayed.

We will enter into a disbursement agreement with the agents under the credit facilities and the furniture, fixtures and equipment loan facility and the second mortgage note trustee which will govern the sequence of funding and will require us to satisfy specified conditions before we may use the proceeds of our debt instruments and certain of the other sources described below to fund Le Rêve construction costs.

- *Benefit from the Significant Equity Investment.* We will have a significant cash equity capitalization for the development of Le Rêve. From inception through the completion of Le Rêve, we expect to have received a total of approximately $937 million in cash equity contributions, which represents approximately 40% of the total estimated project costs. The $937 million derives from equity contributions from the prior members of Valvino and $374.7 million of the net proceeds of the concurrent initial public offering by Wynn Resorts. To date, Mr. Wynn has personally invested approximately $175 million in cash equity, which demonstrates his commitment to the Le Rêve project.

Summary of Risk Factors

Investing in the second mortgage notes involves substantial risks, including the following:

- There are significant conditions to the funding of the remaining components of the financing for the Le Rêve project;
- The development costs of Le Rêve are estimates only and actual development costs may be higher than expected;
- The guaranteed maximum price under the Marnell Corrao construction contract may increase, and we would be responsible for the amount of any increase;
- We are highly leveraged and future cash flow may not be sufficient to meet our obligations, including our obligations under the second mortgage notes, and we might have difficulty obtaining more financing;
- We have no operating history;
- The loss of Stephen A. Wynn could significantly harm our business;
- The liens securing the indebtedness under the credit facilities and FF&E facility generally will be senior to the liens securing the second mortgage notes;
- Our intercreditor agreements will limit the ability of the holders of the second mortgage notes to control decisions regarding the collateral and to take enforcement action;
- Gaming laws will impose additional restrictions on foreclosure;
- The liens encumbering the collateral securing the second mortgage notes may be eliminated if the liens securing the credit facilities, or in the case of the collateral securing the FF&E facility, the liens securing the FF&E facility, are foreclosed first;
- Bankruptcy laws may significantly impair your rights to repossess and dispose of collateral securing the second mortgage notes; and
- Federal and state statutes allow courts, under specific circumstances, to avoid guarantees and the liens securing the guarantees and to require second mortgage note holders to return payments received from us or the guarantors.

Other Financing Transactions

Wynn Las Vegas and Wynn Capital are indirect subsidiaries of Wynn Resorts. Concurrent with this offering, Wynn Resorts is offering shares of its common stock in an initial public offering expected to raise approximately $450 million in gross proceeds. Wynn Resorts will contribute approximately $374.7 million of its initial public offering net proceeds and Valvino will contribute all of its existing cash on hand to Wynn Las Vegas. We intend to use

- the equity contributions from Wynn Resorts and Valvino,
- the net proceeds of this offering,
- borrowings of approximately $713.2 million under a $750.0 million revolving credit facility,
- borrowings of $250.0 million under a delay draw term loan facility and
- financing of $188.5 million under a furniture, fixtures and equipment loan facility

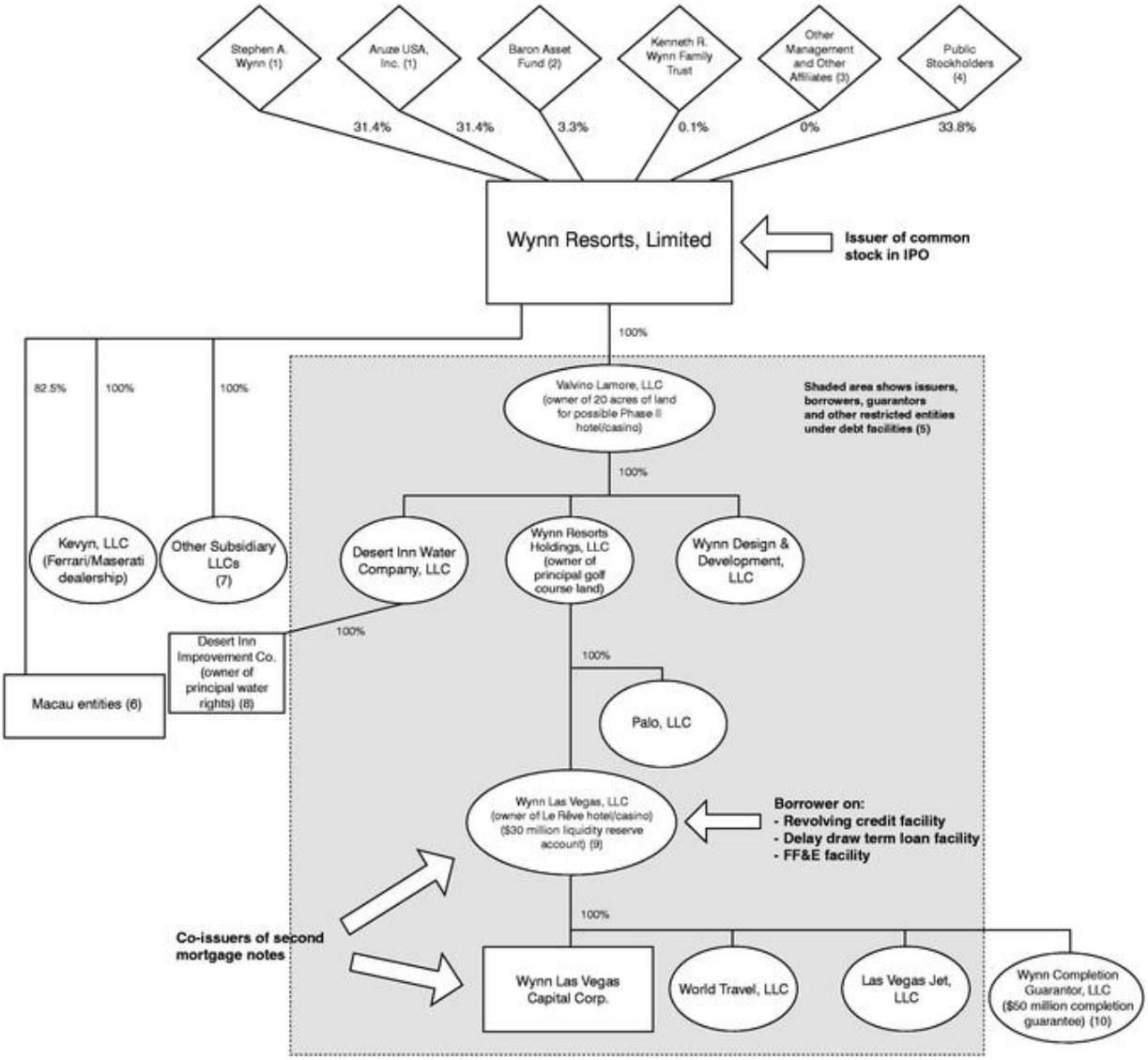
to fund Le Rêve's project costs. We have obtained commitments for the revolving credit facility and the delay draw term loan facility, and the placement agent for the furniture,

fixtures and equipment loan facility has received commitments from the lenders who will be parties to that loan facility. We sometimes refer to the revolving credit facility and the delay draw term loan facility as the credit facilities and to the furniture, fixtures and equipment loan facility as the FF&E facility. Consummation of this offering is conditioned on consummation of the offering of Wynn Resorts' common stock and on Wynn Las Vegas entering into the agreements governing the credit facilities and FF&E facility. These conditions may not be waived by the issuers.

Corporate Structure

The following chart illustrates the organizational structure of our principal operations upon the consummation of this offering. This chart depicts the relationships between our various operations and our ownership interests in them. It does not contain all of our subsidiaries and, in some cases, we have combined separate entities for presentation purposes. We have also indicated which entities initially will be borrowers, issuers, guarantors and restricted entities under the indenture governing the second mortgage notes, the credit facilities and the FF&E facility. All other entities, including Wynn Resorts and the Macau-related subsidiaries, will not be guarantors and will not be subject to the covenants in the indenture governing the second mortgage notes, the credit facilities or the FF&E facility, except that Wynn Resorts will become a guarantor under these debt instruments, but not subject to their covenants, if it incurs certain indebtedness in excess of $10 million in the aggregate or becomes a guarantor on other specified indebtedness.

Wynn Resorts (Macau) S.A., a majority-owned indirect subsidiary of Wynn Resorts referred to as Wynn Macau, recently entered into a 20-year concession agreement with the government of the Macau Special Administrative Region of the People's Republic of China permitting Wynn Macau to construct and operate one or more casino gaming properties in Macau. Wynn Resorts owns its majority interest in Wynn Macau through a line of subsidiaries that is separate from the subsidiaries of Wynn Resorts that own Le Rêve. The assets of Wynn Macau and other Macau-related subsidiaries will not serve as collateral for our Le Rêve indebtedness.



(1) Stephen A. Wynn and Aruze USA, Inc. have agreed to vote their shares of Wynn Resorts' common stock for a slate of directors, a majority of which will be designated by Mr. Wynn, of which at least two will be independent directors, and the remaining members of which will be designated by Aruze USA. As a result of this voting arrangement, Mr. Wynn will control Wynn Resorts' board of directors. See "Certain Relationships and Related Transactions—Stockholders Agreement."

(2) Consists of shares held by Baron Asset Fund on behalf of the Baron Asset Fund Series and the Baron Growth Fund Series.

(3) Following the completion of this offering and the offering of Wynn Resorts common stock, Wynn Resorts intends to grant awards of restricted stock aggregating 1,328,061 shares initially to six employees and to Franco Dragone, the executive producer and principal creator of the new entertainment production at Le Rêve. The restricted stock will vest at specified times. After giving effect to these restricted stock grants, these persons would collectively hold approximately 2.1% Wynn Resorts' outstanding shares, and the percentage ownership interests of Mr. Wynn, Aruze USA, Baron Asset Fund, Kenneth R. Wynn Family Trust and the public stockholders would be approximately 30.7%, 30.7%, 3.2%, 0.1% and 33.1%, respectively.

(4) Based on the number of shares proposed to be issued in Wynn Resorts' initial public offering, excluding any shares that may be issued pursuant to the exercise of the underwriters' over-allotment option in Wynn Resorts' initial public offering.

(5) The shaded area shows the entities that will be issuers or other restricted entities with respect to the second mortgage notes and borrowers or other restricted entities with respect to the revolving credit facility, delay draw term loan facility and FF&E facility. These entities will also be the guarantors under these debt facilities. Wynn Resorts' subsidiaries that will develop the Macau opportunity will not be issuers, borrowers, guarantors or restricted entities with respect to the financing of Le Rêve, including the second mortgage notes.

(6)

Includes a number of wholly owned and partially owned entities. Wynn Resorts owns an approximately 82.5% economic interest in, and effectively controls approximately 90% of the vote of, Wynn Macau indirectly through various subsidiaries.

(7) Includes a number of wholly owned subsidiary limited liability companies. These entities include Rambas Marketing Co., LLC, Toasty, LLC and WorldWide Wynn, LLC.

(8) Desert Inn Improvement Co. will not be a guarantor or a restricted entity under these debt facilities. However, Desert Inn Water Company, LLC, the parent company of Desert Inn Improvement Co., has agreed not to allow Desert Inn Improvement Co. to engage in specified actions such as pledging its assets or incurring indebtedness. In addition, if Desert Inn Improvement Co. obtains the approval of the Public Utilities Commission of Nevada, it will pledge certain water rights and real property interests it holds to the lenders under the credit facilities and the second mortgage note holders.

(9) Wynn Resorts will contribute $30 million of the net proceeds of its initial public offering to Wynn Las Vegas to be held in a liquidity reserve account to support Wynn Las Vegas' obligation to complete the Le Rêve project. Such funds will be applied to the costs of the project in accordance with the disbursement agreement. See "Use of Proceeds."

(10) Wynn Resorts will contribute $50 million of the net proceeds of its initial public offering to a special purpose subsidiary of Wynn Las Vegas, which will provide a $50 million completion guarantee in connection with the construction and opening of Le Rêve. See "Use of Proceeds." This special purpose subsidiary will be an unrestricted entity and will not be subject to the covenants in the credit facilities, the FF&E facility or the second mortgage notes. Similarly, it will not be a guarantor with respect to any of these debt facilities.

Information on Issuers

Wynn Las Vegas and Wynn Capital are indirect wholly owned subsidiaries of Wynn Resorts. The principal executive offices of Wynn Las Vegas and Wynn Capital are located at 3145 Las Vegas Boulevard South, Las Vegas, Nevada 89109. The telephone number of Wynn Las Vegas and Wynn Capital is (702) 733-4444.

The Offering

The following is a summary of the principal terms of the second mortgage notes. Please see "Description of the Second Mortgage Notes" for a more detailed description of the terms and conditions of the second mortgage notes.

Issuers	Wynn Las Vegas and Wynn Capital. Wynn Las Vegas is constructing and will own and operate Le Rêve. Wynn Capital is a wholly owned subsidiary of Wynn Las Vegas that was incorporated solely to serve as a co-issuer of the notes in order to facilitate this offering. Wynn Capital will not have any operations or material assets and will not have any revenues.
Securities Offered	$340 million aggregate principal amount of % second mortgage notes due 2010.
Maturity	, 2010.
Interest Rate	% per year (calculated using a 360-day year).
Interest Payment Dates	and beginning on , 2003. Interest will accrue from the issue date of the second mortgage notes.
Guarantors	Valvino and certain of its subsidiaries will guarantee the second mortgage notes. Wynn Resorts will not guarantee the second mortgage notes unless Wynn Resorts either incurs certain indebtedness in excess of $10.0 million in the aggregate or guarantees other specified indebtedness. In that case, Wynn Resorts will be required to guarantee the second mortgage notes, but will not become subject to the restrictive covenants or other terms of the second mortgage notes. The guarantees may be released under certain circumstances.
Security	To the extent permitted by gaming and other applicable laws, and subject to specified permitted liens, the second mortgage notes will be secured by: • a first priority lien on the net proceeds of this offering, which will be deposited in a secured account pending release to fund disbursement requests under the disbursement agreement; • a second priority lien on substantially all of the other existing and future assets of Wynn Las Vegas, including the land on which Le Rêve is to be constructed, all improvements constructed as part of the Le Rêve project, certain personal property (other than certain furniture, fixtures and equipment) and certain material agreements; • a second priority lien on the $50.0 million to be deposited into the completion guarantor's completion guarantee deposit account;

	• a second priority lien on the $30.0 million to be deposited into Wynn Las Vegas' liquidity reserve account; and • a third priority lien on the FF&E collateral, consisting of specified items of furniture, fixtures and equipment that are also collateral for our FF&E facility and our credit agreement. The guarantors' obligations under the guarantees, to the extent permitted by gaming and other applicable laws, will be secured by:

- a second priority lien on substantially all of the existing and future assets (other than certain aircraft assets) of the guarantors, including the golf course land, the 20-acre parcel of land fronting Las Vegas Boulevard next to the Le Rêve site, to which we sometimes refer as the Phase II land, water rights for the golf course land and Le Rêve's water entertainment features, and certain specified material agreements; and

- a second priority pledge of the equity interests held by the guarantors in any of their existing or future subsidiaries, including the equity interests of Wynn Las Vegas.

The guarantees will not be secured by the aircraft assets.

In the event that Wynn Resorts becomes a guarantor by issuing a parent guarantee, that guarantee may be unsecured, or may be secured by a security interest in all or specified existing or future assets of Wynn Resorts.

Release of Collateral

The second mortgage note holders' security interests in all or certain portions of the golf course land, and related collateral (including water rights), and in all of the Phase II land may be released under certain circumstances. Upon any such release of those security interests, the disposition or transfer of such assets will no longer be subject to any of the restrictive covenants in the indenture.

Ranking

The second mortgage notes will be general obligations of the issuers and will:

- rank senior in right of payment to any future subordinated indebtedness we or the guarantors may incur,

- be effectively senior to our and the guarantors' existing and future unsecured indebtedness and other liabilities, and

- be effectively subordinated to our and the guarantors' obligations under our $1.0 billion credit facilities and our $188.5 million FF&E facility (which we would request the FF&E lenders to increase to $198.5 million if we purchase a replacement corporate aircraft), which are secured by higher priority liens on our assets.

Concurrent with the issuance of the second mortgage notes, we expect to enter into $1.0 billion of credit facilities, which will be secured by first priority liens on substantially all of our existing and future assets, other than the proceeds of this offering. We also expect to enter into a $188.5 million FF&E loan facility, which will be secured by first priority liens on specified items of furniture, fixtures and equipment.

The guarantees of the second mortgage notes will be secured obligations of the guarantors and will:

- rank senior in right of payment to any future subordinated indebtedness we or the guarantors may incur;

- be effectively senior to our and the guarantors' existing and future unsecured indebtedness and other liabilities; and

- be effectively subordinated to our and the guarantors' obligations under our credit facilities, our furniture, fixture and equipment loan facility, and any of our and the guarantors' future indebtedness that is secured with higher priority liens.

Optional Redemption After Qualified Equity Offerings

At any time prior to , 2005 we may, on one or more occasions redeem up to 35% of the outstanding second mortgage notes at a redemption price of %, plus accrued and unpaid interest, with the net cash proceeds of one or more qualified equity offerings of Wynn Resorts that are contributed to us, as long as, among other things:

- we redeem the second mortgage notes within 60 days of the closing of the qualified equity offering; and

- at least 65% of the aggregate principal amount of second mortgage notes originally issued remains outstanding (excluding notes held by Wynn Resorts and its affiliates).

Optional Redemption

Except in connection with a qualified equity offering of Wynn Resorts, we cannot redeem the second mortgage notes until , 2006. Thereafter, we may redeem some or all of the second mortgage notes at a premium declining ratably to zero, plus accrued interest.

Gaming Redemption	The second mortgage notes will be subject to redemption requirements imposed by gaming laws and regulations of gaming authorities in Nevada or other jurisdictions.
Change of Control Offer	If a change in control occurs, we must offer to repurchase the second mortgage notes at 101% of their face amount, plus accrued interest. We might not be able to pay you the required price for the second mortgage notes you present for repurchase at the time of a change of control, because: • we might not have enough funds at that time; or • the terms of our credit facilities, FF&E facility or other debt might prevent us from paying.
Asset Sales and Events of Loss	If we or the restricted entities sell certain assets or experience certain events of loss following the final completion date of Le Rêve, we may be required to offer to repurchase the second mortgage notes with any remaining net cash proceeds after satisfying our senior debt and other obligations if we do not use the proceeds as required.
Certain Indenture Provisions	The indenture governing the second mortgage notes will contain covenants restricting our and the restricted entities' ability to: • pay dividends or distributions on capital stock or repurchase capital stock; • incur additional debt; • make investments; • create liens on assets to secure debt; • enter into transactions with affiliates; • issue stock of subsidiaries; • enter into sale-leaseback transactions; • engage in other businesses; • merge or consolidate with another company; • transfer and sell assets; • issue preferred stock; • create dividend and other payment restrictions affecting subsidiaries; and • designate restricted and unrestricted subsidiaries. The indenture will also contain certain covenants restricting the activities of Wynn Capital.

Disbursement Agreement	We will enter into a disbursement agreement with the trustee, representatives of the lenders under the credit facilities and the FF&E facility and a disbursement agent that will establish the conditions to and sequencing of funding of, the equity contributions held by us from Wynn Resorts, borrowings under the credit facilities and FF&E facility and disbursements of funds from the account holding the proceeds of the second mortgage notes. Under the disbursement agreement, it will be a condition to disbursement of the proceeds of this offering that we first use a substantial portion of the cash equity contributions, other than the equity contributions that will be segregated into the completion guarantee account and the liquidity reserve account, to fund construction of the Le Rêve project. In turn, it is a condition to disbursement of borrowings under the credit facilities and the FF&E facility that we first use the proceeds of this offering before we are permitted to borrow under those facilities. The disbursement agreement will also set forth procedures for approving construction change orders and amendments to the construction budget and schedule. Inspection & Valuation International, Inc. will act as independent construction consultant on behalf of the lenders under the disbursement agreement and will be required to approve certain portions of each request by Wynn Las Vegas for the disbursement of funds.
Intercreditor Agreement with Credit Agreement	Representatives of the lenders under the credit facilities and the trustee will enter into a project

Lenders	lenders intercreditor agreement that will govern the relations between the holders of the second mortgage notes and the lenders under the credit facilities. The project lenders intercreditor agreement will reflect the fact that the second mortgage note holders will have a first priority security interest in the proceeds of this offering but that the lenders under the credit facilities will have a first priority security interest in substantially all of the other assets of Wynn Las Vegas and the restricted entities (other than certain furniture, fixtures and equipment) and the second mortgage note holders will have a second priority security interest in such collateral.

The project lenders intercreditor agreement will provide that, until the indebtedness under the credit facilities has been repaid in full:

- the lenders under the credit facilities will have the exclusive right to exercise remedies against the collateral securing the second mortgage notes and the credit facilities, and to determine the circumstances and manner in which that collateral may be disposed of, subject to the rights of the lenders under the FF&E facility with respect to the FF&E collateral,
- the agent under the credit facilities can amend various terms of, and waive defaults under, the security documents without the consent of the second mortgage noteholders and
- the agent under the credit facilities has the right to amend the disbursement agreement or to waive any defaults, or conditions to funding, under the disbursement agreement in certain circumstances.

Under the project lenders intercreditor agreement, the note holders cannot vote to accept a plan of reorganization or other restructuring plan, unless lenders holding two-thirds of the outstanding loans under the credit facilities vote in favor of that plan. However, the note holders are not required to vote in favor of a plan that the lenders under the credit facilities approve, and are free to challenge any such plan on fundamental fairness and other grounds.

The project lenders intercreditor agreement will limit the exercise of remedies by the second mortgage note holders against their collateral and may prevent timely payment on the second mortgage notes if a default has occurred. Under the project lenders intercreditor agreement, the trustee will have the exclusive right to exercise, or not exercise, remedies against the net proceeds of this offering.

Intercreditor Agreement with Credit Agreement Lenders and FF&E Lenders	A representative of the lenders under the credit facilities and the trustee for the second mortgage notes, on the one hand, and the representative of the lenders under the FF&E facility, on the other hand, will enter into an FF&E intercreditor agreement that will govern the relations between the credit facilities lenders and the second mortgage note holders, on the one hand, and the lenders under the FF&E facility on the other hand.

The FF&E intercreditor agreement will reflect the fact that the lenders under the FF&E facility will have a first priority lien on the furniture, fixtures and equipment for Le Rêve that is financed by draws on the FF&E facility, the lenders under the credit facilities will have a second priority lien on such collateral and the second mortgage note holders will have a third priority lien on such collateral.

The lenders under the FF&E facility will have, until repayment in full of the FF&E facility, the exclusive right to dispose of any of the FF&E collateral or otherwise exercise any of the remedies available to a secured creditor in connection with the FF&E collateral. The FF&E intercreditor agreement will also limit the exercise of remedies by the lenders under the credit facilities and the second mortgage note holders against the FF&E collateral and may prevent timely payment on the second mortgage notes if a default has occurred.

$50 Million Completion Guarantee	One of our wholly owned unrestricted subsidiaries, a special purpose entity sometimes referred to as the completion guarantor, will be providing a $50.0 million completion guarantee in favor of the trustee (for the benefit of the holders of the second mortgage notes) and the administrative agent (as the representative of the lenders under the credit facilities). The completion guarantee will, subject to a $50.0 million cap, guarantee completion in full of the construction and opening of Le Rêve, including all furniture, fixtures and equipment, the parking structure, the golf course and the availability of initial working capital.

Wynn Resorts will make a capital contribution concurrently with the closing of its initial public offering of $50.0 million of the net proceeds of that offering to the completion guarantor to support the completion guarantor's obligations under the completion guarantee. These funds will be deposited into a collateral account to be held in cash and/or certain permitted securities, and pledged to the

lenders under the credit facilities on a first priority basis and the holders of the second mortgage notes on a second priority basis.

Pursuant to the disbursement agreement, funds in the completion guarantee account will be available to us on a gradual basis to apply to the costs of the project, including for cost overruns, only after fifty percent of the Le Rêve construction work has been completed. After completion and opening of Le Rêve, any amounts remaining in the completion guarantee account may be released to us, and at our direction to our parent, Wynn Resorts.

Liquidity Reserve Account	Wynn Resorts will, concurrently with the closing of its initial public offering, make a capital contribution to us in an amount equal to $30.0 million. We will deposit these funds in the liquidity reserve account to be held in cash and/or permitted securities. The lenders under the credit facilities will have a first priority lien on this account and the holders of the second mortgage notes will have a second priority lien on this account. Amounts in the liquidity reserve account will be available to us on a gradual basis to apply to the costs of the project, including cost overruns, only after fifty percent of the construction work has been completed and only after amounts in the completion guarantee account have been exhausted. Following completion of Le Rêve, funds remaining in the liquidity reserve account will be available to meet our debt service needs. Once we have met prescribed cash flow tests for a period of four consecutive calendar quarters after the opening of Le Rêve, any remaining funds will be used to reduce the outstanding balance on our revolving credit facility but without reducing the revolving credit facility commitment.
Limitations on Exercise of Remedies Against Completion Guarantee Account and Liquidity Reserve Account	If an event of default occurs while amounts are outstanding under the credit facilities, the holders of the second mortgage notes will have limited or no recourse to the funds in the completion guarantee account and the liquidity reserve account because the lenders under the credit facilities would be entitled to payment in full of their obligations before the holders of the second mortgage notes are entitled to payments from any of our assets.
Use of Proceeds	We intend to use the net proceeds from this offering, along with the borrowings under the credit facilities and FF&E facility and equity contributions from Wynn Resorts and Valvino, to design, construct, develop, equip and open Le Rêve. The net proceeds of this offering will be deposited in a secured account and will be invested in highly rated securities at our discretion pending disbursement under the disbursement agreement. The trustee under the indenture governing the second mortgage notes, for the benefit of the holders of the second mortgage notes, will have a first priority lien on the net proceeds held in the secured account.

The disbursement agreement will require, among other conditions, that a substantial portion of the cash equity contributions made by Wynn Resorts and Valvino be expended on the Le Rêve project before the proceeds of this offering are released from the secured account and applied to the project. The remaining cash equity contribution will be held in the completion guarantee account and the liquidity reserve account. None of the proceeds of this offering of second mortgage notes will be used to fund the development or construction of Wynn Macau's casino(s) in Macau. For more information regarding the sources and uses of the financing for the construction of Le Rêve, please see "Use of Proceeds."

Notice to Foreign Investors

This prospectus does not constitute an offer to sell, or a solicitation of an offer to buy, the notes in any non-U.S. jurisdiction in which it is unlawful to make such offer or solicitation. The law of certain non-U.S. jurisdictions restricts distribution of this prospectus and the offer and sale of the notes. Persons who receive this prospectus or possess any of the notes must inform themselves about and observe any such restrictions. This prospectus may not be used for, or in connection with, any offer to, or solicitation by, anyone in any non-U.S. jurisdiction or circumstances in which such offer or solicitation is not authorized or is unlawful. Neither we nor the underwriters are making any representation to any offeree or purchaser of the notes regarding the legality of investment in the notes by any offeree or purchaser.

RISK FACTORS

The value of an investment in the second mortgage notes will be subject to significant risks inherent in our business. You should carefully consider the risks described below, together with all of the other information included in this prospectus, before purchasing any second mortgage notes. If any of the following risks and uncertainties actually occur, our business, financial condition or operating results could be harmed substantially. In that event, Wynn Las Vegas and the guarantors of the second mortgage notes may be unable to meet their obligations under the second mortgage notes and you may lose all or part of your investment in the second mortgage notes.

Risks Associated with Our Construction of Le Rêve

There are significant conditions to the funding of the remaining components of the financing for the Le Rêve project.

Concurrent with the closing of this offering and Wynn Resorts' initial public offering of common stock, we will enter into credit facilities providing for borrowings up to $1 billion and the FF&E facility providing for additional loans up to $188.5 million, which Wynn Las Vegas may request the FF&E lenders to increase to $198.5 million if we purchase a replacement corporate aircraft. The closings of this offering, Wynn Resorts' initial public offering, the credit facilities and the FF&E facility will be conditioned on each other. Wynn Resorts will contribute $374.7 million of the net proceeds of its initial public offering and Valvino will contribute all of its existing cash to Wynn Las Vegas.

We will enter into a disbursement agreement with the agents under the credit facilities and the FF&E facility and the second mortgage note trustee. Under the disbursement agreement, we are required to first use the equity contributions from Wynn Resorts and Valvino, other than the funds to be contributed to the completion guarantor and to be held in the liquidity reserve account, to fund the development, construction and pre-opening costs of Le Rêve. When those funds are depleted in approximately ten to twelve months after the closing of this offering, we will be permitted to use the proceeds of the second mortgage notes. We will not be permitted to borrow under the credit facilities or the FF&E facility until we have applied all of the proceeds of this offering, which is expected to be approximately 16 to 19 months after the closing of this offering.

Our ability to borrow under the credit facilities and the FF&E facility will be subject to various conditions precedent. As such, all of the proceeds from this offering will have been spent before we know whether the conditions to disbursement of funds under the credit facilities and the FF&E facility will have been satisfied. In addition to other customary conditions to funding for these types of facilities, our ability to draw on the credit facilities and the FF&E facility will be subject to the following conditions:

- Wynn Las Vegas, Marnell Corrao, the lenders' independent construction consultant, and certain other third parties must certify as to various matters regarding the progress of construction, as to the conformity of the portions of the project then completed with the plans and specifications and that the Le Rêve project will be completed by the scheduled completion date, which may be extended in accordance with the disbursement agreement, but not beyond September 30, 2005, except for certain limited permitted extensions due to force majeure events;

- Wynn Resorts and its principal stockholders must maintain in full force and effect the existing arrangements among Wynn Resorts' stockholders to facilitate obtaining the gaming license for the Le Rêve project in the event that one of Wynn Resorts' major stockholders is unable to qualify for such license;

- the construction of Le Rêve must be "in balance," meaning that the undisbursed portions of the second mortgage note proceeds, the credit facilities and the FF&E facility, together with certain other funds available to us, must equal or exceed the remaining costs to complete Le Rêve's construction plus a required contingency; and

- we and our general contractor must have entered into subcontracts in respect of specified percentages of the total construction cost of Le Rêve to be managed by each of us which percentages are to be mutually agreed upon by us and the lenders under the credit facilities.

We cannot assure you that we will be able to satisfy the conditions to funding at the time disbursements or drawdowns are required to make payments of our construction costs. Satisfaction of various conditions is subject to the discretion of our lenders under the credit facilities and their consultants and is therefore beyond our control.

Although these conditions must also be satisfied before we may draw funds from the second mortgage notes secured account, the lenders under our credit facilities and the FF&E facility will not confirm that, from their perspective, any conditions have been satisfied until we request draws under their respective facilities.

Any failure to satisfy the conditions to drawdowns under the credit facilities or the FF&E facility could severely impact our ability to complete Le Rêve and could arise after some or all of the proceeds of this offering, or before or after any of the borrowings under the credit facilities and the FF&E facility, have been expended on the project. If this failure occurs after we have made our initial borrowings under these facilities, and if this failure causes a default under the agreements governing these facilities, any recovery by the second mortgage note holders effectively would be subordinated to the lenders under these facilities, given that these facilities are secured by liens that are prior to the liens securing the second mortage notes. Neither we nor Wynn Resorts may have access to alternative sources of funds necessary to complete Le Rêve on satisfactory terms or at all.

The development costs of Le Rêve are estimates only, and actual development costs may be higher than expected.

Not all of the plans and specifications for Le Rêve have been finalized. We expect the total development cost of Le Rêve to be approximately $2.4 billion, including the budgeted design and construction costs, cost of the land, capitalized interest, pre-opening expenses and all financing fees. The required cash interest payments and commitment fees on the credit facilities, FF&E facility, second mortgage notes and any other indebtedness and obligations of ours which will become due through the estimated commencement date of operations of Le Rêve have been included in our estimate of the total development cost.

While we believe that the overall budget for the development costs for Le Rêve is reasonable, these development costs are estimates and the actual development costs may be higher than expected. For example, a delay in the commencement of construction beyond the scheduled commencement date may increase the overall budget for Le Rêve and under certain circumstances we may be responsible for the increased costs. Although we have a $34.3 million owners' contingency, a $50 million completion guarantee and a $30 million liquidity reserve to cover cost overruns, these contingencies may not be sufficient to cover the full amount of such overruns. Moreover, the disbursement agreement imposes conditions on the use of these contingencies, including that the completion

guarantee and the liquidity reserve are only available to us incrementally once the project is halfway completed. If we are unable to use these contingencies or if these contingencies are not sufficient to cover these costs, we may not have the funds required to pay the excess costs. Our inability to pay

development costs as they are incurred will negatively affect our ability to complete Le Rêve and thus may significantly impair our business operations and prospects.

Cost overruns could cause us to be out of "balance" under the disbursement agreement and, consequently, prevent us from obtaining funds from the second mortgage note proceeds secured account or, after those funds are exhausted, to draw down under the credit facilities and the FF&E facility. If we cannot obtain these funds, we will not be able to open Le Rêve to the general public on schedule or at all, which would have a significant negative impact on our financial condition and results of operations and our ability to satisfy our obligations under the second mortgage notes.

Not all of the construction costs of Le Rêve are covered by our guaranteed maximum price construction contract, and we will be responsible for any cost overruns of these excluded items.

We have entered into a guaranteed maximum price construction contract with Marnell Corrao covering approximately $919 million of the budgeted $1.4 billion design and construction costs for Le Rêve. We are responsible for cost overruns with respect to the remaining approximately $488 million of the $1.4 billion of budgeted components that are not part of the guaranteed maximum price contract. The guaranteed maximum price contract does not include items such as the costs of construction of the new golf course and the principal parking garage and approximately $303 million in interior design and related furniture, fixtures and equipment. For a detailed breakdown of the items included in the portions of the budget not covered by the guaranteed maximum price construction contract, see "Business—Construction Schedule and Budget." While we may in the future enter into other agreements that may seek to limit our exposure to construction cost increases, the actual costs for these items may exceed budgeted costs.

The guaranteed maximum price under the Marnell Corrao construction contract may increase, and we would be responsible for the amount of any increase.

Although we have a $919 million guaranteed maximum price construction contract with Marnell Corrao, it provides that the guaranteed maximum price will be appropriately increased, and the deadline for the contractor's obligation to complete construction will be appropriately adjusted, on account of, among other things:

- changes in the architect-prepared design documents or deficiencies in the design documents;
- changes requested or directed by us in the scope of the work to be performed pursuant to the construction contract;
- changes in legal requirements;
- natural disasters, unavoidable casualties, industry-wide labor disputes affecting the general Las Vegas area and not limited to the project and other force majeure events that are unforeseeable and beyond the reasonable control of Marnell Corrao; and
- delays caused by us, including delays in completing the drawings and specifications.

Although we have determined the overall scope and general design of Le Rêve, not all of the detailed plans and specifications have been finalized. We do not have final plans for construction components comprising approximately $493.5 million of the approximately $919 million Marnell Corrao construction contract. With respect to the construction components for which plans and specifications have not been finalized, the guaranteed maximum price is based on master concept plans and agreed upon design and other

premises and assumptions for the detailed plans to be created. Construction will commence before completion of all drawings and specifications.

Inconsistencies between the completed drawings and specifications and the premises and assumptions on which the approximately $919 million guaranteed maximum price was based could, under specific circumstances, cause us to be responsible for costs in excess of the guaranteed maximum price. For example, if the initial drawings, when finalized, are inconsistent with the premises and assumptions, we will be responsible for the increase, if any, in the cost to construct the work covered by those drawings over the previously agreed upon amounts designated for such work in the guaranteed maximum price. Furthermore, the premises and assumptions may not be sufficiently specific to determine, as between the contractor and us, who is responsible for cost overruns in specific situations.

The liquidated damages provision in our guaranteed maximum price construction contract likely will not be sufficient to protect us against exposure to actual damages we may suffer for delay in completion of the project.

Under the construction contract with Marnell Corrao, the guaranteed date of substantial completion is 910 calendar days from the date we direct Marnell Corrao by written notice to commence construction. The contract provides for liquidated damages in the amount of $300,000 per day to be imposed on Marnell Corrao on a daily basis, up to a maximum of 30 days, for a maximum amount of $9 million, if all work required by the construction contract is not substantially completed by the deadline, following a five-day grace period and subject to force majeure and other permitted extensions. We cannot assure you that construction will be completed on schedule and, if completion of the construction were delayed beyond the grace period, our actual damages would likely exceed $300,000 per day.

In addition, if the contractor defaults under the construction contract, we may be unable to complete Le Rêve on schedule or within the amount budgeted. Failure to complete construction on schedule may have a significant negative impact on our operations and financial condition and ability to satisfy our obligations under the second mortgage notes.

The financial resources of our contractor may be insufficient to fund cost overruns or liquidated damages for which it is responsible under the guaranteed maximum price contract.

Under the terms of the construction contract with Marnell Corrao, Marnell Corrao is, subject to specific conditions and limitations, responsible for all construction costs covered by the construction contract that exceed the approximately $919 million guaranteed maximum price contained in the contract.

Austi, the parent company of the contractor, which is a private company controlled by the Anthony A. Marnell II family, has agreed to provide a continuing guaranty by which Austi guarantees Marnell Corrao's full performance under the construction contract until final payment under that contract. In addition, Marnell Corrao is obligated to obtain and provide a $150 million contractor performance and payment bond.

We cannot assure you that Marnell Corrao and Austi will have sufficient financial resources to fund any cost overruns or liquidated damages for which Marnell Corrao is responsible under the guaranteed maximum price contract. Furthermore, neither Marnell Corrao nor Austi is contractually obligated to maintain its financial resources to cover cost overruns. If Marnell Corrao and Austi do not have the resources to meet their obligations and we are unable to obtain funds under the performance and payment bond in a timely manner,

or if the performance and payment bond is insufficient to cover any shortfall, we may need to pay these excess costs in order to complete construction of Le Rêve.

Certain provisions in the construction contract with Marnell Corrao for construction of Le Rêve may be unenforceable.

Recently enacted Nevada statutes have substantially impaired, and in some cases eliminated, an owner's ability to withhold funds from a contractor or subcontractor, even when there may be defective work or a dispute about amounts owed. The new laws also limit an owner's ability to terminate, suspend or interrupt the construction, and in several circumstances, entitle the contractor and subcontractor to payment of their full unearned fee, following a brief notice period, if the owner suspends, terminates or interrupts the construction or fails to make payment or withholds amounts claimed to be due. In addition, Nevada law permits contractors and subcontractors to terminate construction contracts upon very short notice periods if any payments are not timely made to the contractors. The construction contract with Marnell Corrao contains provisions that provide us with rights and protections that in some circumstances may be inconsistent with these new laws. While it appears that some of the new laws can be waived, others expressly prohibit waiver. The effect of the new laws on the provisions of the construction contract is not completely clear. Therefore, while we have negotiated with Marnell Corrao for specific rights and obligations, including with respect to damages, termination and suspension of construction, those provisions of the construction contract may not be enforceable to the extent they conflict with non-waivable provisions of applicable laws. If the provisions of the construction contract are not enforceable, delays or suspensions in the work initiated by the owner or other events may expose us to increased costs. We cannot assure you that we will have sufficient funds to pay these increased costs.

There are significant risks associated with major construction projects that may prevent completion of Le Rêve on budget and on schedule.

Major construction projects of the scope and scale of Le Rêve entail significant risks, including:

- shortages of materials or skilled labor;
- unforeseen engineering, environmental and/or geological problems;
- work stoppages;
- weather interference;
- unanticipated cost increases; and
- unavailability of construction equipment.

Construction, equipment or staffing problems or difficulties in obtaining any of the requisite licenses, permits and authorizations from regulatory authorities could increase the total cost, delay or prevent the construction or opening or otherwise affect the design and features of Le Rêve.

We anticipate that only some of the subcontractors engaged by the contractor to perform work and/or supply materials in connection with the construction of Le Rêve will post bonds guaranteeing timely completion of a subcontractor's work and payment for all of that subcontractor's labor and materials. We cannot assure you that these bonds will be adequate to ensure completion of the work.

We cannot assure you that Le Rêve will commence operations on schedule or that construction costs for Le Rêve will not exceed budgeted amounts. Failure to complete Le Rêve on budget or on schedule may have a significant negative effect on us and on our ability to make payments on the second mortgage notes.

Simultaneous construction of Le Rêve and the Macau casino(s) may stretch management time and resources.

Le Rêve is scheduled to open in April 2005, and Wynn Resorts' subsidiary Wynn Macau may pursue development of its first permanent casino resort in Macau in the same time period. If both projects are being built simultaneously, members of Wynn Resorts' senior management will be involved in planning and developing both projects. Developing the Macau opportunity simultaneously with Le Rêve may divert management resources from the construction and/or opening of Le Rêve. Management's inability to devote sufficient time and attention to the Le Rêve project may delay the construction or opening of Le Rêve. This type of delay could have a negative effect on our business and operations.

Risks Related to Our Substantial Indebtedness

We are highly leveraged and future cash flow may not be sufficient to meet our obligations, including our obligations under the second mortgage notes, and we might have difficulty obtaining more financing.

As we progress toward the completion of the construction of Le Rêve, we will have a substantial amount of debt in relation to our equity, which debt will increase during the construction period. Concurrent with the closing of this offering, we will enter into debt facilities that will result in total outstanding indebtedness of approximately $1.5 billion, including the second mortgage notes, by the time Le Rêve is completed.

Our substantial indebtedness could have important consequences for you. For example:

- It could make it more difficult for us to satisfy our obligations with respect to the second mortgage notes;
- If we do not complete construction of Le Rêve by the scheduled completion date, which may be extended in accordance with the disbursement agreement, but not beyond September 30, 2005, except for certain limited permitted extensions due to force majeure events, fail to meet our payment obligations or otherwise default under the agreements governing our other indebtedness, the lenders under those agreements will have the right to accelerate the indebtedness and exercise other rights and remedies against us. These rights and remedies include the rights to:
  - repossess and foreclose upon the assets that serve as collateral,
  - initiate judicial foreclosure against us,
  - petition a court to appoint a receiver for us or for substantially all of our assets, and
  - if we are insolvent, to initiate involuntary bankruptcy proceedings against us,

  in each case, subject to procedural restraints and limitations applicable to secured creditors generally and also those imposed by applicable gaming laws, rules and regulations and the rules and regulations of the Public Utilities Commission of Nevada;
- The credit facilities and the FF&E facility are secured by liens that are senior to the liens securing the second mortgage notes and, as such, will need to be repaid in full before any proceeds of the collateral may be applied to repay the second mortgage notes. We

cannot assure you that upon exercise of remedies by our lenders, our assets will be sufficient to repay all or any portion of the second mortgage notes;

- Once Le Rêve is operating, we will be required to use a substantial portion of our cash flow from operations to service and amortize our indebtedness, which will reduce the available cash flow to fund working capital, capital expenditures and other general corporate purposes;
- We may have a limited ability to respond to changing business and economic conditions and to withstand competitive pressures, which may affect our financial condition;
- We may have a limited ability to obtain additional financing, if needed, to fund Le Rêve's design and construction costs, working capital requirements, capital expenditures, debt service, general corporate or other obligations, including our obligations with respect to the second mortgage notes;
- Under the credit facilities and the FF&E facility, a substantial portion of the interest rates we pay will fluctuate with the current market rates and, accordingly, our interest expense will increase if market interest rates increase;
- Our substantial indebtedness will increase our vulnerability to general adverse economic and industry conditions; and
- We may be placed at a competitive disadvantage to our competitors who are not as highly leveraged.

Under the terms of the indenture, our credit facilities and our FF&E facility, we will be permitted to incur additional indebtedness, which will be limited under our credit facilities and FF&E facility to $71 million, of which up to $60 million may be secured senior indebtedness. We will also be permitted to incur additional secured senior indebtedness in an amount sufficient to acquire up to ten indentified parcels of land adjacent to the golf course land at fair market value. If we incur additional indebtedness, the risks described above will be exacerbated.

We may not generate sufficient cash flow to meet our substantial debt service and other obligations, including our obligations under the second mortgage notes.

Before the opening of Le Rêve, which is expected to occur in April 2005, we will have no material operations or earnings. Consequently, we will be dependent on the proceeds of this offering, borrowings under the credit facilities and the FF&E facility and the proceeds of Wynn Resorts' offering of common stock to meet all of our construction, debt service and other obligations.

After Le Rêve opens, our ability to make interest payments under the credit facilities, the FF&E facility, the second mortgage notes and other indebtedness will depend on our ability to generate sufficient cash flow from operations. We cannot assure you that we will begin operations by the scheduled opening date or at all, or that we will be able to generate sufficient cash flow to meet our expenses, including our debt service requirements. Our ability to generate cash flow will depend upon many factors, including:

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our future operating performance;

- the demand for services that we provide;
- general economic conditions and economic conditions affecting Nevada or the casino industry in particular;

- our ability to hire and retain employees at a reasonable cost;
- competition; and
- legislative and regulatory factors affecting our operations and business.

Some of these factors are beyond our control. Any inability to meet our debt service obligations would have a material adverse effect on us. In addition, future financing documents for the Macau opportunity may contain restrictions or prohibitions on the distribution to Wynn Resorts of any cash flow generated by the casino(s). Any cash flow generated by one or more Macau casinos operated by Wynn Macau will not be generated by entities which are guarantors of our indebtedness. Thus, any cash flow generated by the Macau casinos may not be available to service our debt service obligations.

The second mortgage notes will have a junior lien on a substantial portion of our assets, and will have no liens on certain assets.

Although the holders of the second mortgage notes will have a first priority lien on the net proceeds of this offering, once those proceeds are disbursed pursuant to the disbursement agreement for the construction of the Le Rêve project, they will have only a second priority lien on the assets comprising the project and a third priority lien on the furniture, fixtures and equipment that are purchased under the FF&E facility.

The holders of the second mortgage notes will not have a lien on our gaming license because under the Nevada gaming laws it may not be pledged as collateral. In addition, we must seek approval from the Public Utilities Commission of Nevada before we may grant any liens in the water rights which would be used for general irrigation purposes, irrigation of the golf course and to supply water for the Lê Reve lake. We will not have such approval at the time of the closing and may not obtain such approval before we begin disbursing the second mortgage notes proceeds or at all. The credit facilities, the FF&E facility and the second mortgage notes will not be secured by any assets related to Wynn Macau's planned operations in Macau.

The guarantors of the second mortgage notes likely will not be able to contribute to any payments with respect to the second mortgage notes.

The primary purpose of the guarantees is to provide second priority liens on the assets of the guarantors, including the golf course, the Phase II land, and equity interests in their subsidiaries. While the guarantors hold assets that are integral to Le Rêve, they are not expected to have operations that generate significant cash flows. As such, you should not expect Valvino or any of the other guarantors to contribute to any payments of principal, interest or other amounts required to be made on the second mortgage notes.

The credit facilities, the FF&E facility and the indenture governing the second mortgage notes will contain covenants that will restrict our ability to engage in certain transactions and may impair our ability to respond to changing business and economic conditions.

The credit facilities, the FF&E facility and the indenture governing the second mortgage notes will impose operating and financial restrictions on us and specified affiliates designated as restricted entities. The restrictions that will be imposed under these debt instruments will include, among other things, limitations on our ability to:

- pay dividends or distributions on capital stock or repurchase capital stock;
- incur additional debt;

- make investments;
- create liens on assets to secure debt;
- enter into transactions with affiliates;
- enter into sale-leaseback transactions;
- engage in other businesses;
- merge or consolidate with another company;
- transfer and sell assets;
- issue preferred stock;
- create dividend and other payment restrictions affecting subsidiaries;
- designate restricted and unrestricted subsidiaries; and
- issue and sell equity interests in wholly owned subsidiaries.

The credit facilities will require us to satisfy various financial covenants, including maximum total leverage, minimum fixed charge coverage, minimum earnings before interest, tax, depreciation and amortization and minimum net worth requirements. Future indebtedness or other contracts could contain financial or other covenants more restrictive than those applicable to the credit facilities, the FF&E facility and the second mortgage notes.

Our ability to comply with these provisions may be affected by general economic conditions, industry conditions, other events beyond our control and delayed completion of Le Rêve. As a result, we cannot assure you that we will be able to comply with these covenants. Our failure to comply with the covenants contained in the credit facilities, the FF&E facility or the indenture governing the second mortgage notes, including failure as a result of events beyond our control, could result in an event of default, which could materially and adversely affect our operating results and our financial condition.

If there were an event of default under one of our debt instruments, the holders of the defaulted debt could cause all amounts outstanding with respect to that debt to be due and payable immediately. We cannot assure you that our assets or cash flow would be sufficient to fully repay borrowings under our outstanding debt instruments, including the indenture governing the second mortgage notes, if accelerated upon an event of default, or that we would be able to repay, refinance or restructure the payments on those debt securities. Further, if we are unable to repay, refinance or restructure our indebtedness under our credit facilities and the FF&E facility, the lenders under those facilities could proceed against the collateral securing that indebtedness. In that event, any proceeds received upon a realization of the collateral would be applied first to amounts due under our credit facilities and, with respect to the collateral securing the FF&E facility, applied first to amounts due under the FF&E facility before any proceeds would be available to make payments on the second mortgage notes. See "—Risks Related to the Offering and the Second Mortgage Notes—The liens securing the indebtedness under the credit facilities and FF&E facility generally will be senior to the liens securing the second mortgage notes."

General Risks Associated with Our Business

We have no operating history.

We were formed principally to develop and operate Le Rêve in Las Vegas. Le Rêve will be a new development which has no history of operations. We cannot assure you that we will be able to attract a sufficient number of hotel guests, gaming customers and other visitors to Le Rêve to make our operations profitable.

Our operations will be subject to the significant business, economic, regulatory and competitive uncertainties and contingencies frequently encountered by new businesses in competitive environments, many of which are beyond our control. Because we have no operating history, it may be more difficult for us to prepare for and respond to these types of risks and the risks described elsewhere in this prospectus than for a company with an established business and operating cash flow. If we are not able to manage these risks successfully, it could negatively impact our operations.

We intend to lease approximately eight of the retail spaces at Le Rêve and will own and operate the remaining approximately 18 retail spaces. We have entered into one restaurant management agreement, and we may enter into others with respect to one or more of the restaurants at Le Rêve. We have not yet entered into binding agreements with any retail tenants or other restaurant operators, and we may not be able to obtain the number or quality of retail tenants or restaurant operators for the retail and restaurant portions of Le Rêve that currently are planned. If we do not obtain tenants and operators in sufficient number or of sufficient quality, it could impair the competitive position of Le Rêve and affect our operating performance.

Until construction of Le Rêve is close to completion, we do not believe that we will require extensive operational management. Accordingly, we have kept and intend to keep our permanent management staff at relatively low levels. We will be required to undertake a major recruiting program before Le Rêve opens. However, the pool of experienced gaming and other personnel is limited and competition to recruit and retain gaming and other personnel is likely to intensify as competition in the Las Vegas hotel casino market increases. We cannot assure you that we will be able to attract and retain a sufficient number of qualified individuals to operate Le Rêve on acceptable terms.

The loss of Stephen A. Wynn could significantly harm our business.

Our ability to maintain our competitive position is dependent to a large degree on the efforts and skills of Stephen A. Wynn, the Chairman of the Board and Chief Executive Officer and one of the principal stockholders of Wynn Resorts. Wynn Resorts has entered into an employment agreement with Mr. Wynn. However, we cannot assure you that Mr. Wynn will remain with us. If Wynn Resorts loses the services of Mr. Wynn or if he is unable to devote sufficient attention to our operations, our business may be significantly impaired. In addition, if Mr. Wynn is no longer either employed by Wynn Resorts as Chief Executive Officer or serving as Chairman of the Board of Wynn Resorts, other than as a result of death or disability or other limited circumstances, it would constitute a change of control that requires us to repay the second mortgage notes and would constitute an event of default under the credit facilities and the FF&E facility.

The casino, hotel, convention and other facilities at Le Rêve will face intense competition.

Las Vegas Casino/Hotel Competition. The casino/hotel industry is highly competitive. Resorts located on or near the Las Vegas Strip compete with other Las Vegas Strip hotels and

with other hotel casinos in Las Vegas on the basis of overall atmosphere, range of amenities, level of service, price, location, entertainment, theme and size. Le Rêve also will compete with a large number of other hotels and motels located in and near Las Vegas, as well as other resort destinations. Many of our competitors have established gaming operations, are subsidiaries or divisions of large public companies and may have greater financial and other resources than we do.

According to the Las Vegas Convention and Visitors Authority, there were approximately 94,277 hotel rooms on or around the Las Vegas Strip as of December 31, 2001. Competitors of Le Rêve will include resorts on the Las Vegas Strip, among which are Bally's Las Vegas, Bellagio, Caesars Palace, Harrah's Las Vegas Hotel and Casino, Luxor Hotel and Casino, Mandalay Bay Resort & Casino, MGM Grand Hotel and Casino, The Mirage, Monte Carlo Hotel and Casino, New York-New York Hotel and Casino, Paris Las Vegas, Treasure Island at The Mirage and The Venetian, and resorts off the Las Vegas Strip, such as Las Vegas Hilton, The Palms Casino Resort and Rio All-Suite Hotel & Casino. The Venetian has begun an expansion anticipated to consist of an approximately

1,000-room hotel tower on top of the resort's existing parking garage and approximately 150,000 square feet of additional meeting and conference space. The Venetian's expansion is expected to be completed by June 2003. In addition, Mandalay Bay Resort & Casino has announced that it will begin construction of a 1,122-room, all-suite tower connected to the current hotel casino resort in September 2002, with an expected opening in October 2003. Mandalay Bay Resort & Casino also is expected to open a new convention and meeting complex in January 2003, and Caesars Palace is currently constructing an approximately 4,000-seat performing arts "Colosseum," which is scheduled to be completed in the first quarter of 2003. Moreover, MGM Mirage has announced that it will begin construction in mid-2003 of an approximately 925-room "spa tower" addition to Bellagio, as well as expand Bellagio's spa and salon, meeting space and retail space, with an expected completion in December 2004.

The construction and expansion of these properties during the time that Le Rêve is being constructed may affect the availability of construction labor and supplies, resulting in increased costs. We cannot assure you that the Las Vegas market will continue to grow or that hotel casino resorts will continue to be popular. A decline or leveling off of the growth or popularity of hotel casino resorts or the appeal of the features offered by Le Rêve would impair our financial condition and future results of operations.

As noted elsewhere in this prospectus, Le Rêve will be different from many other Las Vegas resorts in that it will not focus on a highly themed experience. Instead, Le Rêve will offer an environment having a sophisticated, casually elegant ambience. Le Rêve's environment may not appeal to customers. In addition, customer preferences and trends can change, often without warning, and we may not be able to predict or respond to changes in customer preferences in time to adapt Le Rêve and the attractions and amenities it offers to address new trends.

Other Competition for Le Rêve. Le Rêve also will compete, to some extent, with other hotel/casino facilities in Nevada and in Atlantic City, with riverboat gaming facilities in other states, with hotel/casino facilities elsewhere in the world, with state lotteries and with Internet gaming. In addition, certain states recently have legalized, and others may or are likely to legalize, casino gaming in specific areas. Passage of the Tribal Government Gaming and Economic Self-Sufficiency Act in 1988 has led to rapid increases in Native American gaming operations. Also, in March 2000, California voters approved an amendment to the California Constitution allowing federally recognized Native American tribes to conduct and operate slot machines, lottery games and banked and percentage card games on Native American land in California. As a result, casino-style gaming on tribal lands is growing and could become a

significant competitive force. The proliferation of Native American gaming in California could have a negative impact on our operations. The proliferation of gaming activities in other areas could significantly harm our business as well. In particular, the legalization of casino gaming in or near metropolitan areas, such as New York, Los Angeles, San Francisco and Boston, from which we intend to attract customers, could have a substantial negative effect on our business. In addition, new or renovated casinos in Macau or elsewhere in Asia could draw Asian gaming customers, including high-rollers, away from Las Vegas.

Because we may be entirely dependent upon one property for all of our cash flow, we will be subject to greater risks than a gaming company with more operating properties.

We do not expect to have material assets or operations other than Le Rêve for the foreseeable future. As a result, we likely will be entirely dependent upon Le Rêve for all of our cash flow. The Macau entities are not guarantors of our indebtedness. In addition, the financing documents for the Macau opportunity may contain restrictions or prohibitions on the distribution to Wynn Resorts of any cash flow generated by these projects. Accordingly, cash flow generated by those Macau casino(s) will not be available to service our indebtedness, including our obligations under the second mortgage notes, or support our operations. See "—Risks Related to Our Substantial Indebtedness—We may not generate sufficient cash flow to meet our substantial debt service and other obligations, including our obligations under the second mortgage notes."

Given that our operations initially will only focus on one property in Las Vegas, we will be subject to greater degrees of risk than a gaming company with more operating properties. The risks to which we will have a greater degree of exposure include the following:

- local economic and competitive conditions;
- changes in local and state governmental laws and regulations, including gaming laws and regulations;
- natural and other disasters;
- an increase in the cost of electrical power for Le Rêve as a result of, among other things, power shortages in California or other western states with which Nevada shares a single regional power grid;
- a decline in the number of visitors to Las Vegas; and
- a decrease in gaming and non-gaming activities at Le Rêve.

Also, although we have obtained title insurance policies to protect the lenders under our credit facilities and the note holders against defects in title of the Le Rêve property, the amount of our debt will be so large that any losses due to defects in title may exceed the resources of the title insurance companies.

Any of the factors outlined above could negatively affect our ability to generate sufficient cash flow to make payments on the second mortgage notes pursuant to the indenture, on borrowings under the credit facilities or the FF&E facility or with respect to our other debt.

Wynn Resorts' ownership and management of both Le Rêve and a second resort developed on either the 20-acre parcel or the golf course land could negatively impact Le Rêve.

Wynn Resorts' ownership of both Le Rêve and additional resorts developed on the 20-acre parcel adjacent to the site of Le Rêve and/or the golf course parcel may result in conflicting business goals because, once released from the liens under the credit facilities and

second mortgage notes, a Phase II or other project developed on either site would likely be developed through an entity that is not part of the restricted group and could potentially compete with Le Rêve. For example, if Wynn Resorts or a subsidiary outside the restricted group develops a Phase II resort on either the golf course land or the 20-acre parcel, it could offer discounts and other incentives for visitors to stay at a Phase II resort, which might result in a competitive advantage for the Phase II resort over Le Rêve. In addition, that entity also may choose to allocate certain business opportunities, such as potential restaurant, dining and entertainment tenants or requests for room reservations, to the Phase II resort instead of Le Rêve. Although Wynn Resorts' common ownership of both Le Rêve and Phase II resort may result in economies of scale, efficiencies and joint business opportunities for the two resorts, if the Phase II resort is owned by an entity that is not part of the restricted group, then Le Rêve may, in certain circumstances, bear the greater burden of the expenses that are shared by both resorts. In addition, management's time may be split between overseeing the operation of the resorts. In certain circumstances, management may devote more time to the ownership and operational responsibilities of the Phase II resort than those of Le Rêve.

Terrorism and the uncertainty of war, as well as other factors affecting discretionary consumer spending, may harm our operating results.

The strength and profitability of our business will depend on consumer demand for hotel casino resorts in general and for the type of luxury amenities Le Rêve will offer. Changes in consumer preferences or discretionary consumer spending could harm our business. The terrorist attacks of September 11, 2001, and ongoing terrorist and war activities in the United States and elsewhere, have had a negative impact on travel and leisure expenditures, including lodging, gaming and tourism. We cannot predict the extent to which the events of September 11, 2001 may continue to affect us, directly or indirectly, in the future. An extended period of reduced discretionary spending and/or disruptions or declines in airline travel and business conventions could significantly harm our operations. In particular, because we expect that our business will rely heavily upon high-end credit customers, particularly international customers, factors resulting in a decreased propensity to travel internationally, like the terrorist attacks of September 11, 2001, could have a negative impact on our operations.

In addition to fears of war and future acts of terrorism, other factors affecting discretionary consumer spending, including general economic conditions, disposable consumer income, fears of recession and consumer confidence in the economy, may negatively impact our business. Negative changes in factors affecting discretionary spending could reduce customer demand for the products and services we will offer, thus imposing practical limits on pricing and harming our operations.

Also, the terrorist attacks of September 11, 2001 have substantially affected the availability of insurance coverage for certain types of damages or occurrences. We do not have insurance coverage for occurrences of terrorist acts with respect to our Le Rêve project and any losses that could result from these acts. The lack of sufficient insurance for these types of acts could expose us to heavy losses in the event that any damages occur, directly or indirectly, as a result of terrorist attacks and have a significant negative impact on our operations.

Le Rêve will be subject to extensive state and local regulation, and licensing and gaming authorities have significant control over our operations, which could have a negative effect on our business.

The opening and operation of Le Rêve will be contingent upon our receipt and maintenance of all regulatory licenses, permits, approvals, registrations, findings of suitability, orders and authorizations. The laws, regulations and ordinances requiring these licenses,

permits and other approvals generally relate to the responsibility, financial stability and character of the owners and managers of gaming operations, as well as persons financially interested or involved in gaming operations. The scope of the approvals required to open and operate a facility is extensive. Failure to obtain or maintain the necessary approvals could prevent or delay the completion or opening of all or part of the facility or otherwise affect the design and features of Le Rêve. We do not currently hold any state and local licenses and related approvals necessary to conduct our planned gaming operations in Nevada and we cannot be certain that we will obtain at all, or on a timely basis, all required approvals and licenses. Failure to obtain or maintain any of the required gaming approvals and licenses could significantly impair our financial position and results of operations.

The Nevada Gaming Commission may, in its discretion, require the holder of any securities we issue, including the second mortgage notes sold pursuant to this prospectus, to file applications, be investigated and be found suitable to own Wynn Resorts' securities if it has reason to believe that the security ownership would be inconsistent with the declared policies of the State of Nevada.

Nevada regulatory authorities have broad powers to request detailed financial and other information, to limit, condition, suspend or revoke a registration, gaming license or related approval and to approve changes in our operations. Substantial fines or forfeiture of assets for violations of gaming laws or regulations may be levied. The suspension or revocation of any license which may be granted to us or the levy of substantial fines or forfeiture of assets could significantly harm our business, financial condition and results of operations. Furthermore, compliance costs associated with gaming laws, regulations and licenses are significant. Any change in the laws, regulations or licenses applicable to our business or a violation of any current or future laws or regulations applicable to our business or gaming license could require us to make substantial expenditures or could otherwise negatively affect our gaming operations.

Wynn Resorts' articles of incorporation provide that, to the extent a gaming authority makes a determination of unsuitability or to the extent deemed necessary or advisable by the board of directors, Wynn Resorts may redeem shares of its capital stock that are owned or controlled by an unsuitable person or its affiliates. The redemption price may be paid in cash, by promissory note, or both, as required, and pursuant to the terms established by, the applicable gaming authority and, if not, as Wynn Resorts elects.

Nevada gaming regulatory issues may arise regarding the licensing of owners of Wynn Resorts, which may cause us to incur additional debt.

Kazuo Okada is the owner of a controlling interest in Aruze Corp., the parent company of Aruze USA, Inc., referred to as Aruze USA, which, before giving effect to the closing of Wynn Resorts' initial public offering, owns approximately 47.4% of Wynn Resorts' common stock. Under the Nevada gaming regulations, any beneficial owner of more than 10% of Aruze Corp.'s voting securities must be licensed or found suitable in respect of Aruze USA's ownership interest in Wynn Resorts, including Kazuo Okada and his son, Tomohiro Okada. Kazuo Okada is currently licensed by the Nevada Gaming Commission to own the shares of Universal Distributing of Nevada, Inc., referred to as Universal Distributing, a gaming machine manufacturer and distributor. Kazuo Okada and his son previously sought approval from the Nevada Gaming Commission in connection with the proposed transfer of Universal Distributing to Aruze Corp. In connection with this application, the Nevada State Gaming Control Board raised certain concerns, including transactions which were then the subject of a pending

tax case in Japan which involved Universal Distributing, Aruze Corp. and other related parties. The lower court in the Japanese tax case ruled in Aruze Corp.'s favor, but the

Japanese tax authority has filed an appeal. It is unclear whether or how these events will affect the Nevada Gaming Commission's consideration of suitability with respect to Aruze USA's ownership of Wynn Resorts' stock.

Aruze Corp. has informed us that there are a number of outstanding issues in the Nevada State Gaming Board's investigation of the proposed transfer of Universal Distributing in addition to the issues relating to the transactions involved in the above-described tax proceeding. These issues, together with issues relating to the Japanese tax proceeding, if not satisfactorily resolved, could result in the denial of the application. No formal action of any kind has been taken by the Nevada State Gaming Control Board or the Nevada Gaming Commission in connection with these issues. The Nevada State Gaming Control Board and Aruze have agreed to defer the pursuit of the proposed transfer of Universal Distributing until or after the applications regarding Le Rêve have been acted upon. If the Nevada State Gaming Control Board or the Nevada Gaming Commission were to act adversely with respect to the pending proceeding involving Universal Distributing, that decision could adversely affect an application filed by Aruze USA, Aruze Corp., Kazuo Okada or Tomohiro Okada in respect of Wynn Resorts.

If any gaming application of Aruze USA, Aruze Corp. or Kazuo Okada concerning Aruze USA's ownership of Wynn Resorts' stock is denied by Nevada gaming authorities or requested to be withdrawn or is not filed within 90 days after the filing of Wynn Resorts' application, then, under certain circumstances, Wynn Resorts has the right to require Mr. Wynn to purchase the shares owned by Aruze USA in Wynn Resorts, including with a promissory note, or the right to purchase the shares directly with a promissory note. If Wynn Resorts is required to purchase the shares held by Aruze USA, it may have to issue a promissory note to Aruze USA. Any such debt obligation on Wynn Resorts' balance sheet may negatively affect our financial condition. See "Certain Relationships and Related Transactions—Stockholders Agreement" and "—Buy-Out of Aruze USA Stock."

Moreover, if the Nevada Gaming Commission were to determine that Aruze USA is unsuitable to hold a promissory note issued by Wynn Resorts or Mr. Wynn, the Nevada Gaming Commission could order Aruze USA or its affiliate to dispose of its voting securities within a prescribed period of time that may not be sufficient.

If Aruze USA or its affiliate does not dispose of its voting securities within the prescribed period of time, or if Wynn Resorts fails to pursue all lawful efforts to require Aruze USA or its affiliate to relinquish its voting securities, including, if necessary, the immediate purchase of the voting securities for cash at fair market value, the Nevada Gaming Commission could determine that Wynn Resorts was unsuitable or could take disciplinary action against Wynn Resorts. Disciplinary action could result in the limitation, conditioning, suspension or revocation of any approvals or gaming licenses held by Wynn Resorts (and, as a result, Wynn Las Vegas) and/or the imposition of a significant monetary fine against Wynn Resorts. Any such disciplinary action could significantly impair our operations.

If Wynn Macau builds and operates one or more casinos in Macau, certain Nevada gaming laws would apply to its planned gaming activities and associations in Macau.

Certain Nevada gaming laws also apply to gaming activities and associations in jurisdictions outside the State of Nevada. As Wynn Macau develops its opportunity in Macau, Wynn Resorts and its subsidiaries that are licensed to conduct gaming operations in Nevada, including Wynn Las Vegas, Wynn Capital, Wynn Resorts Holdings and Valvino, will be required to comply with certain reporting requirements concerning gaming activities and associations in Macau proposed to be conducted by Wynn Resorts' Macau-related

subsidiaries. Wynn Resorts and its licensed Nevada subsidiaries, including Wynn Las Vegas, also will be subject to disciplinary action by the Nevada Gaming Commission if Wynn Resorts' Macau-related subsidiaries:

- knowingly violate any Macau laws relating to their Macau gaming operations;
- fail to conduct the Macau operations in accordance with the standards of honesty and integrity required of Nevada gaming operations;
- engage in any activity or enter into any association that is unsuitable because it poses an unreasonable threat to the control of gaming in Nevada, reflects or tends to reflect discredit or disrepute upon the State of Nevada or gaming in Nevada, or is contrary to Nevada gaming policies;
- engage in any activity or enter into any association that interferes with the ability of the State of Nevada to collect gaming taxes and fees; or
- employ, contract with or associate with any person in the foreign gaming operation who has been denied a license or a finding of suitability in Nevada on the ground of unsuitability, or who has been found guilty of cheating at gambling.

Such disciplinary action could include suspension, conditioning, limitation or revocation of the registration, licenses or approvals held by Wynn Resorts and its licensed Nevada subsidiaries, including Wynn Las Vegas, and the imposition of substantial fines.

Our business will rely on high-end, international customers to whom we may extend credit, and we may not be able to collect gaming receivables from our credit players.

We expect that a significant portion of our table game revenue at Le Rêve will be attributable to the play of a limited number of international customers. The loss or a reduction in the play of the most significant of these customers could have a substantial negative effect on our future operating results. A downturn in economic conditions in the countries in which these customers reside could cause a reduction in the frequency of visits and revenue generated by these customers.

We will conduct our gaming activities at Le Rêve on a credit as well as a cash basis. This credit will be unsecured. Table games players typically will be extended more credit than slot players, and high-stakes players typically will be extended more credit than patrons who tend to wager lower amounts. High-end gaming is more volatile than other forms of gaming, and variances in win-loss results attributable to high-end gaming may have a positive or negative impact on cash flow and earnings in a particular quarter.

In addition, the collectibility of receivables from international customers could be negatively affected by future business or economic trends or by significant events in the countries in which these customers reside. We will extend credit to those customers whose level of play and financial resources warrant, in the opinion of management, an extension of credit.

While gaming debts evidenced by a credit instrument, including what is commonly referred to as a "marker," and judgments on gaming debts are enforceable under the current laws of Nevada, and judgments on gaming debts are enforceable in all states under the Full Faith and Credit Clause of the United States Constitution, other jurisdictions may determine that direct enforcement of gaming debts is against public policy. Although courts of some foreign nations will enforce gaming debts directly and the assets in the United States of foreign debtors may be reached to satisfy a judgment, judgments on gaming debts from U.S. courts are not binding on the courts of many foreign nations. We cannot assure you that we

will be able to collect the full amount of gaming debts owed to us, even in jurisdictions that enforce gaming debts. Our inability to collect gaming debts could have a significant negative impact on our operating results.

Because we own real property, we are subject to extensive environmental regulation, which creates uncertainty regarding future environmental expenditures and liabilities.

We have incurred costs and expended funds to comply with environmental requirements, such as those relating to discharges to air, water and land, the handling and disposal of solid and hazardous waste and the cleanup of properties affected by hazardous substances. Under these and other environmental requirements, we, as the owner of the property on which Le Rêve is situated, may be required to investigate and clean up hazardous or toxic substances or chemical releases at that property. As an owner or operator, we could also be held responsible to a governmental entity or third parties for property damage, personal injury and investigation and cleanup costs incurred by them in connection with any contamination.

These laws typically impose cleanup responsibility and liability without regard to whether the owner or operator knew of or caused the presence of the contaminants. The liability under those laws has been interpreted to be joint and several unless the harm is divisible and there is a reasonable basis for allocation of the responsibility. The costs of investigation, remediation or removal of those substances may be substantial, and the presence of those substances, or the failure to remediate a property properly, may impair our ability to rent or otherwise use our property.

We believe that we have remediated all material environmental risks of which we are currently aware at the Le Rêve hotel site and on the existing golf course. However, in connection with constructing the new golf course, which will require significant grading, we may discover unforeseen environmental risks which we will need to incur costs to remediate. In addition, we will incur costs associated with asbestos removal from an existing office building in the event we decide to develop the 20-acre parcel of land located north of Le Rêve along Las Vegas Boulevard that will be available for future development should it be released from the liens under the credit facilities and the second mortgage notes. We may be required to incur costs to remediate these or other potential environmental hazards or to mitigate environmental risks.

If a third party successfully challenges our ownership of, or right to use, the Le Rêve service marks with respect to casino or hotel services, our business or results of operations could be harmed.

We have applied to register the "LE RÊVE" service mark with the United States Patent and Trademark Office, referred to as the PTO, for casino and hotel services, as well as for other ancillary uses. Our application for hotel services has cleared the PTO examination process, meaning that "LE RÊVE" will be registered for hotel and other related services if no member of the public formally opposes our application for registration by a published deadline. Our application for casino services remains pending, and we expect it to be published for opposition soon.

Even if we are able to obtain registration of the "LE RÊVE" mark for the above described services, such federal registration is not completely dispositive of the right to such service marks. Third parties who claim prior rights with respect to marks similar to "LE RÊVE" or the English translation "THE DREAM," may nonetheless challenge our use of "LE RÊVE" and seek to overcome the presumptions afforded by such registrations. They also could attempt to prevent our use of "LE RÊVE" and/or seek monetary damages as a result of our use. A

successful challenge by a third party with respect to our ownership of, or right to use, the mark could have a material impact on our business or results of operation.

We will need to recruit a substantial number of new employees before Le Rêve opens and our employees may seek unionization.

We will need to recruit a substantial number of new employees before Le Rêve opens and our employees may seek union representation. We cannot be certain that we will be able to recruit a sufficient number of qualified employees. Currently, Valvino is a party to collective bargaining agreements with several different unions, which it assumed in connection with the acquisition of the Desert Inn Resort & Casino. All of these agreements will expire before the scheduled opening of Le Rêve. However, the unions may seek to organize the workers at Le Rêve or claim that the agreements assumed in connection with Valvino's acquisition of the Desert Inn Resort & Casino obligate Wynn Las Vegas to enter into negotiations with one or more of the unions to represent the workers at Le Rêve. Unionization, pressure to unionize or other forms of collective bargaining could increase our labor costs.

Certain of Wynn Las Vegas' affiliates will be subject to regulatory control by the Public Utilities Commission of Nevada.

Desert Inn Improvement Co., a direct subsidiary of Desert Inn Water Company and an indirect subsidiary of Valvino, provides water service to the existing office building on the site of the former Desert Inn Resort & Casino and the remaining homes around the Desert Inn golf course. As a result of its service obligations to the remaining homes, Desert Inn Improvement Co. is a public utility under Nevada law and will be subject to typical public utility regulation. For example, if Desert Inn Improvement Co. desires to change its filed rates or tariffs or encumber, sell or lease its real property, it will likely be required to obtain the prior approval of the Public Utilities Commission of Nevada. The public utility status of Desert Inn Improvement Co. also imposes broader regulatory restrictions on us. For example, if Wynn Resorts decides to make changes to our or its ownership structure, such as in a merger or acquisition transaction or a significant stock issuance, or a sale of Aruze USA's shares of Wynn Resorts' common stock in the event that Aruze USA is found to be unsuitable to own such stock, Wynn Resorts will likely be required to obtain the prior approval of the Public Utilities Commission of Nevada. We cannot assure you that any such approvals will be obtained. Further, with respect to any other changes or transactions which we may enter into in the future, we cannot assure you that regulatory requirements will not delay or prevent us from entering into transactions or conducting our business in a manner that might be beneficial to our operations.

The Le Rêve golf course land may be subject to restrictions which could prevent us from constructing the new golf course in accordance with our current plans and may inhibit future development of that land.

We intend to construct the new golf course on an approximately 137-acre parcel of land located behind the hotel. Valvino acquired a portion of this parcel in connection with its purchase of the Desert Inn Resort & Casino and acquired the remainder when it purchased the residential lots located in the interior of, and some, but not all, of the lots around the former Desert Inn golf course. The residential lots, previously known as the Desert Inn Country Club Estates, were subject to various conditions, covenants and restrictions recorded against the lots in 1956 and amended from time to time since then. We believe that these conditions, covenants and restrictions were terminated in accordance with Nevada law in June 2001. However, some of the remaining homeowners have brought a lawsuit against Valvino challenging, among other things, the termination of the covenants, conditions and restrictions. If the plaintiffs prevail on their claims and the conditions, covenants and restrictions remain in effect, we may have to adjust our current plans for the construction of the golf course by redesigning some of the holes located on the periphery of the course.

In addition, at least two of the homeowners have alleged the existence of an equitable implied restriction prohibiting any alternative commercial development of the golf course. If the plaintiffs prevail on this claim, any future development of the golf course parcel for an alternative use may be restricted. Valvino is vigorously contesting the homeowners' claims and will continue to do so. See "Business—Legal Proceedings."

A downturn in general economic conditions may adversely affect our results of operations.

Our business operations will be affected by international, national and local economic conditions. A recession or downturn in the general economy, or in a region constituting a significant source of customers for our property, could result in fewer customers visiting our property, which would adversely affect our revenues.

Risks Related to the Offering and the Second Mortgage Notes

The liens securing the indebtedness under the credit facilities and FF&E facility generally will be senior to the liens securing the second mortgage notes.

The second mortgage notes will be secured by:

- a first priority lien on the proceeds of this offering,
- a second priority lien on substantially all of our other existing and future assets, subject to regulatory limitations and specified exceptions and
- a third priority lien on the assets securing our FF&E facility.

The lenders under our credit facilities will have first priority liens on substantially all of our assets. The lenders under our FF&E facility will have first priority liens on furniture, fixtures and equipment, including assets that are integral to the operation of Le Rêve, such as elevators, escalators, heating, vacuum and air conditioning equipment and gaming equipment.

Because Wynn Macau and the Macau-related subsidiaries of Wynn Resorts are owned by Wynn Resorts, which is not a guarantor of the second mortgage notes, the assets consisting of Wynn Resorts' Macau project(s) will not be included in the collateral. The second mortgage notes will not be secured by the aircraft assets.

Because the liens securing the indebtedness under the credit facilities will generally be prior to the liens securing the second mortgage notes, the second mortgage notes will be effectively subordinated to the indebtedness under our $1.0 billion credit facilities. In addition, the liens on the collateral securing our $188.5 million FF&E facility will be prior to the liens securing the credit facilities and the second mortgage notes upon the FF&E collateral. We will also be permitted, under the indenture governing the second mortgage notes, to incur additional indebtedness, which may increase the amount of our credit facilities or FF&E facility. The indenture also will permit our unrestricted subsidiaries to incur debt, without limitation, provided certain conditions are met, which indebtedness will be structurally senior to the second mortgage notes, as we only have a claim against the equity in our subsidiaries, and not against their assets. See "Description of the Second Mortgage Notes— Security Interests."

The liens granted by the guarantors to secure their guarantees of the credit facilities will also be senior to the liens securing the second mortgage note guarantees, and, therefore, the second mortgage note guarantees will also be effectively subordinated to the guarantees of

the indebtedness under the credit facilities and all of our guarantors' other senior indebtedness secured by higher priority liens.

If there is a default, the value of the collateral may not be sufficient to repay both the higher priority creditors and the holders of the second mortgage notes.

The value of the collateral in the event of liquidation will depend on market and economic conditions, the availability of buyers and other factors. We cannot assure you that the proceeds from the sale or sales of all of such collateral would be sufficient to satisfy the amounts outstanding under the second mortgage notes and other obligations secured by the junior liens, if any, after payment in full of all of the obligations secured by the higher priority liens on the collateral. If these proceeds were not sufficient to repay amounts outstanding under the notes, then holders of the second mortgage notes, to the extent not repaid from the proceeds of the sale of the collateral, would only have unsecured claims against our remaining assets, which claims would rank equally with all of our general unsecured indebtedness and obligations, including trade payables.

At the completion of Le Rêve, we expect to have approximately $713.2 million outstanding under the revolving credit facility, $250 million outstanding under the delay draw term loan facility and $188.5 million outstanding under the FF&E facility. We also expect to have at such time approximately $36.8 million of borrowing availability under the revolving credit facility. Under the indenture governing the second mortgage notes, we will be permitted to incur additional indebtedness that is secured by first priority liens on the second mortgage note collateral.

Our intercreditor agreements will limit the ability of the holders of the second mortgage notes to control decisions regarding the collateral and to take enforcement action.

The trustee under the indenture governing the second mortgage notes will enter into a project lenders intercreditor agreement with the agent for the lenders under the credit facilities and an FF&E intercreditor agreement with the agent for the lenders under the credit facilities and the agent for lenders under the FF&E facility. The intercreditor agreements will provide for the allocation of rights among the trustee and these lenders with respect to their respective interests in the collateral and the enforcement of their rights. Until the indebtedness under the credit facilities, including any refinancings, has been satisfied in full, the lenders under the credit facilities will have the exclusive right to determine the circumstances and manner in which the collateral securing the second mortgage notes and the credit facilities may be disposed of subject, in the case of the FF&E collateral, to the rights of the lenders under the FF&E facility. Similarly, until the indebtedness under the FF&E facility, including any refinancing, has been satisfied in full, the lenders under the FF&E facility will have the exclusive rights to determine the circumstances and manner in which the collateral that secures the FF&E facility, the credit facilities and the second mortgage notes may be disposed. As a result, the lenders under the credit facilities may take actions with respect to the collateral securing the second mortgage notes which holders of the second mortgage notes may disagree with or which may be contrary to the best interests of the holders of the second mortgage notes. In addition:

- the intercreditor agreements will permit the agent under the credit facilities, without consent of the holders of the second mortgage notes, to amend the disbursement agreement or waive any defaults or conditions precedent to funding thereunder in various circumstances; which could result in a reduction of the scope which we are required to build and in funding additional amounts which effectively are senior to the

second mortgage notes, in each case, to the detriment of the holders of second mortgage notes;

- the intercreditor agreements will permit the agent under the credit facilities, without consent of the holders of the second mortgage notes, to amend various terms of the security documents and waive defaults thereunder; and

- the intercreditor agreements will give the lenders under the credit facilities the right to determine whether to foreclose on the collateral and the terms of any foreclosure following an event of default under the second mortgage notes or the credit facilities.

In addition, pursuant to the intercreditor agreements, the trustee will agree not to object to a number of important matters and actions taken by the lenders under our credit facilities and the FF&E facility following the filing of a bankruptcy petition. After such filing, the value of your collateral could materially deteriorate, and you would be unable to raise an objection. See "Intercreditor Agreements."

The lenders under the FF&E facility will similarly have the right, without the consent of the second mortgage note holders, to waive conditions to funding under the FF&E facility and to exercise, or not exercise, any remedies with respect to the furniture, fixtures and equipment securing the FF&E facility in such manner and upon such terms as the lenders under the FF&E facility determine.

The intercreditor agreements will also permit the lenders under the credit facilities and the FF&E facility to make advances under their respective loan facilities to protect, preserve, repair and maintain Le Rêve and their respective security interests. Any advanced amounts will be included in the amounts secured by the liens in favor of an advancing lender with the same priority as regular advances made by the lender under the disbursement agreement. Although these provisions may cause these lenders to make advances which otherwise might not be made and thus facilitate completion of Le Rêve to the benefit of the holders of the second mortgage notes, these advances also could increase both the periodic amounts payable on our secured indebtedness and the amounts secured by claims effectively senior the claims of the second mortgage note holders.

Under the intercreditor agreements, so long as the credit facilities and the FF&E facility remain outstanding, the holders of the second mortgage notes will be restrained from exercising their remedies following a default. As such, the lenders under the credit facilities and the FF&E facility will be permitted to exercise their remedies and foreclose their respective liens on the note collateral before holders of the second mortgage notes could enforce their liens. We cannot assure you that any proceeds of foreclosure sales would be sufficient to make any payments on the second mortgage notes after repaying in full the credit facilities and the FF&E facility.

Gaming laws will impose additional restrictions on foreclosure.

As a result of gaming restrictions, in any foreclosure sale of Le Rêve or the gaming equipment constituting collateral securing the second mortgage notes, the purchaser or the operator of the facility and/or such gaming equipment would need to be licensed to operate the resort's casino under the Nevada gaming laws and regulations. If the trustee acting on behalf of the holders of the second mortgage notes or the lenders under the credit facilities or the FF&E facility purchases Le Rêve and/or such equipment at a foreclosure sale, the trustee or such lenders would not be permitted to continue gaming operations at Le Rêve unless it retained an entity licensed under the Nevada gaming laws to conduct gaming operations at

the facility. The holders of the second mortgage notes may have to be licensed or found suitable in any event.

Because potential bidders who wish to operate the casino must satisfy these gaming regulatory requirements, the number of potential bidders in a foreclosure sale could be less than in foreclosures of other types of facilities, and this requirement may delay the sale of, and may reduce the sales price for, the collateral. The ability to take possession and dispose of the collateral securing the second mortgage notes upon acceleration of the second mortgage notes is likely to be significantly impaired or delayed by applicable bankruptcy law if a bankruptcy case is commenced by or against us prior to a taking of possession or disposition of the collateral securing the second mortgage notes by the trustee for the benefit of the holders of the second mortgage notes.

The Public Utilities Commission of Nevada will impose additional restrictions on foreclosure.

As a result of restrictions under Nevada law relating to public utilities, it is likely that the Public Utilities Commission of Nevada would first need to approve any action to take possession of and foreclose upon or otherwise dispose of assets that serve as collateral consisting of real property or goods held by Desert Inn Improvement Co., including, without limitation, water rights. We cannot assure you that we will be able to obtain this approval.

The liens encumbering the collateral securing the second mortgage notes may be eliminated if the liens securing the credit facilities or, in the case of the collateral securing the FF&E facility, the liens securing the FF&E facility, are foreclosed first.

Pursuant to the intercreditor agreements, the lenders under our credit facilities are permitted to foreclose on the liens securing such facilities before the second mortgage notes holders. Similarly, the lenders under our FF&E facility are permitted to foreclose on the liens securing such facility before the second mortgage note holders. If the liens securing the credit facilities are foreclosed before the liens securing the second mortgage notes, the liens securing the second mortgage notes on the foreclosed collateral will be terminated. Similarly, if the liens securing the FF&E facility are foreclosed before the liens securing the second mortgage notes, the liens securing the second mortgage notes on the furniture, fixtures and equipment that secures the FF&E facility will be terminated. To prevent foreclosure, we may be motivated to commence voluntary bankruptcy proceedings, or the holders of the second mortgage notes and/or various other interested persons may be motivated to institute bankruptcy proceedings against us. The commencement of such bankruptcy proceedings would expose the holders of the second mortgage notes to additional risks, including additional restrictions on exercising rights against collateral. See "—Bankruptcy laws may significantly impair your rights to repossess and dispose of collateral securing the second mortgage notes." The second mortgage notes trustee will agree not to challenge the validity, enforceability or priority of liens on any collateral granted to any lender that is a party to the disbursement agreement. See "Disbursement Agreement" and "Intercreditor Agreements."

Because we have multiple lenders, holders of the second mortgage notes may be disadvantaged by actions taken by one or more of our other lenders.

Multiple parties will be providing financing for the construction and development of Le Rêve, including the lenders under the credit facilities and under the FF&E facility and the holders of the second mortgage notes. Our lenders will enter into agreements, including the disbursement agreement and the intercreditor agreements, to govern the relationships among them. These agreements may limit the rights of the second mortgage note holders.

For example, under the disbursement agreement, the construction consultant engaged by the lenders will review disbursement requests and other matters under the disbursement agreement to assess compliance or non-compliance with the requirements under the disbursement agreement. Accordingly, such construction consultant will be making judgments from time to time which will affect, and may impair, the interests of the holders of the second mortgage notes.

Subject to specified conditions, the disbursement agreement will also require each lender to fund its proportionate share of each disbursement. However, we cannot assure you that each lender will always perform its obligations under the disbursement agreement. If any lender fails to fund its share of the amounts to be advanced under the disbursement agreement, we may not have sufficient funds to complete Le Rêve.

Further, given that we are required to expend all of the proceeds of the second mortgage notes before obtaining any loans under the credit facilities or the FF&E facility, the second mortgage note holders would be fully exposed if, at any time, the lenders under our credit facilities or under our FF&E facility failed to fund as required under the disbursement agreement.

In addition, financing by multiple lenders with security interests in common collateral or collateral that is interrelated by use or location may increase complexity and reduce flexibility in a debt restructuring of our indebtedness. In particular, the FF&E lenders will have control of assets that are required for the ordinary course operations of Le Rêve. Thus, notwithstanding the relatively small portion of Le Rêve's indebtedness that will be held by the FF&E lenders, upon the occurrence of a default under the FF&E facility, the FF&E lenders may be able to prevent Le Rêve from operating. However, the lenders under the FF&E facility will agree in the intercreditor agreement with the lenders under our credit facilities and the holders of the second mortgage notes, subject to specified limitations, upon default under such facility, not to exercise remedies for a period of up to 60 days before completion of Le Rêve or 45 days after completion of Le Rêve. However, we cannot assure you that the lenders under the FF&E facility will respect such obligations or, even if they do respect such obligations, that such standstill period will be sufficient to restructure our indebtedness

We may not be able to fulfill our repurchase obligations with respect to the second mortgage notes upon a change of control.

If we experience certain specific change of control events, we will be required to offer to repurchase all outstanding second mortgage notes at 101% of the principal amount of the second mortgage notes plus accrued and unpaid interest to the date of repurchase. We cannot assure you that we will have available funds sufficient to pay the change of control purchase price for any or all of the second mortgage notes that might be delivered by holders of the second mortgage notes seeking to accept the change of control offer. Moreover, under the indenture governing the second mortgage notes, certain important corporate events, such as leveraged recapitalizations that would increase the level of our indebtedness, would not constitute a "change of control" and thus would not give rise to any repurchase rights. See "Description of the Second Mortgage Notes—Repurchase at the Option of Holders—Change of Control" and "Description of Other Indebtedness—Credit Facilities."

In addition, the credit facilities will contain, and any future credit agreement likely will contain, restrictions or prohibitions on our ability to repurchase the second mortgage notes under certain circumstances. If these change of control events occur at a time when we are prohibited from repurchasing the second mortgage notes, we may seek the consent of our lenders to purchase the second mortgage notes or could attempt to refinance the borrowings

that contain these prohibitions or restrictions. If we do not obtain our lenders' consent or refinance these borrowings, we will not be able to repurchase the second mortgage notes. Accordingly, the holders of the second mortgage notes may not receive the change of control purchase price for their second mortgage notes in the event of a sale or other change of control, which will give the trustee and the holders of the second mortgage notes the right to declare an event of default and accelerate the repayment of the second mortgage notes. Please see "Description of the Second Mortgage Notes—Events of Default."

Bankruptcy laws may significantly impair your rights to repossess and dispose of collateral securing the second mortgage notes.

If a bankruptcy case were to be commenced by or against us prior to the repossession and disposition of note collateral, the right of the indenture trustee to repossess and dispose of the note collateral upon the occurrence of an event of default under the indenture is likely to be significantly impaired by applicable bankruptcy law. A bankruptcy case may be commenced by us, a holder of second mortgage notes, the lenders under the credit facilities or the FF&E facility or any other creditors, including junior creditors.

The "automatic stay" under applicable bankruptcy law prohibits secured creditors, such as the holders of the second mortgage notes and the lenders under the credit facilities and the FF&E facility, from repossessing their security from a debtor in a bankruptcy case, or from disposing of collateral in their possession, without bankruptcy court approval. Moreover, applicable bankruptcy law permits the debtor to continue to retain and use the collateral even though the debtor is in default under the applicable debt instruments, provided that the secured creditor is given "adequate protection."

The meaning of the term "adequate protection" may vary according to circumstances, but it is generally intended to protect the value of the secured creditor's interest in the collateral from diminution as a result of the stay of repossession or disposition or any use of the collateral by the debtor during the pendency of the bankruptcy case. "Adequate protection" may include cash payments or the granting of additional security, of such type, at such time and in such amount as the court may determine. For example, the debtor could be permitted use the funds in the second mortgage notes proceeds account as cash collateral if the debtor provided adequate protection for such use by granting replacement liens on other collateral, which might not consist of liquid assets.

In view of the lack of a precise definition of the term "adequate protection," the broad discretionary powers of a bankruptcy court and the possible complexity of valuation issues, it is impossible to predict how long payments under the second mortgage notes could be delayed following commencement of a bankruptcy case, whether or when the trustee could repossess or dispose of the collateral or whether or to what extent, through the requirement of "adequate protection," the holders of the second mortgage notes would be compensated for any delay in payment or loss of value of the collateral.

Factors that might bear on the recovery by the holders of the second mortgage notes in these circumstances, among others, would include:

- a debtor in a bankruptcy case does not have the ability to compel performance of a "financial accommodation," including the funding of various undrawn loans contemplated to fund construction of Le Rêve;
- lenders with higher priority liens may seek, and perhaps receive, relief from the automatic stay to foreclose their respective liens; and

- the cost and delay of developing a confirmed Chapter 11 plan could reduce the present value of revenues.

In addition, pursuant to the intercreditor agreements, the trustee has agreed not to object to a number of important matters and actions taken by the lenders under our credit facilities and the FF&E facility following the filing of a bankruptcy petition. After such filing, the value of your collateral could materially deteriorate, and you would be unable to raise an objection. The agreements of the trustee include that the trustee and the second mortgage note holders will not assert the lack of adequate protection of their liens and the collateral securing the second mortgage notes as a basis for approving a motion or other relief approved by the lenders under the credit facilities. See "Intercreditor Agreements."

Contract rights under agreements serving as collateral for the second mortgage notes may be rejected in bankruptcy.

Among other things, contract rights under certain of our agreements serve as collateral for the second mortgage notes, including rights that stem from the agreements to which we are a party, such as the Marnell Corrao construction contract. If a bankruptcy case were to be commenced by or against Marnell Corrao, it is possible that all or part of the Marnell Corrao construction contract could be rejected by that party or a trustee appointed in the bankruptcy case pursuant to Section 365 or Section 1123 of the United States Bankruptcy Code and thus not be specifically enforceable. Additionally, to the extent any rejected agreement constitutes a lease of real property, the resulting claim of the lessor for damages resulting from termination may be capped pursuant to Section 502(b)(6) of the bankruptcy code.

In addition, in a bankruptcy proceeding, the court would have broad discretion to approve transactions that could disadvantage the holders of the second mortgage notes. For example, under certain circumstances, a court could approve our or third parties' motions for sales of collateral on terms unfavorable to us, require you to accept subordinated or other securities in exchange for the second mortgage notes, or substantive consolidation of us with Wynn Resorts in a bankruptcy in which Wynn Resorts was debtor. Regardless of the ultimate disposition of any of these or other motions or claims, we cannot assure you that during litigation of these issues our payments on the second mortgage notes would be paid in full or on time.

In the event that a bankruptcy court orders the substantive consolidation of Wynn Las Vegas and Wynn Capital with certain affiliated parties, payments on the second mortgage notes could be delayed or reduced.

Although we believe that we have observed and will observe certain formalities and operating procedures that are generally recognized requirements for maintaining the separate existence of the issuers and that the issuers' assets and liabilities can be readily identified as distinct from those of Wynn Resorts, Valvino and their respective subsidiaries other than Wynn Las Vegas and Wynn Capital, we cannot assure you that a bankruptcy court would agree in the event that any of Wynn Resorts, Valvino or any such other affiliates becomes a debtor under the bankruptcy code. If a bankruptcy court concludes that substantive consolidation of Wynn Las Vegas or Wynn Capital with any affiliated party referred to in the first sentence of this paragraph is warranted, the risks described above under "Bankruptcy laws may significantly impair your rights to repossess and dispose of collateral securing the second mortgage notes" would apply as a result of such bankruptcy filing, notwithstanding that Wynn Las Vegas is successfully operating Le Rêve and is able to pay its obligations as they become due. If substantive consolidation is ordered, payments on the second mortgage notes could be delayed or reduced.

If the lenders under the credit facilities release their security interests in the Phase II land or in some portions of the golf course land, the second mortgage note holders' security interests in that land will be automatically released. The interests of the lenders may be different than those of the second mortgage note holders.

The liens securing the second mortgage notes in the Phase II land and in certain portions of the golf course land will be automatically released if the lenders under the credit facilities release their first priority liens on the Phase II land or those portions of the golf course land. Although the credit facilities will specify earnings tests that need to be satisfied before the lenders can release their liens in that collateral, the lenders under the credit facilities will be free to amend or waive those tests at any time. The interests of the lenders may be different than those of the second mortgage note holders, and investors should not rely on the lenders to act in the note holders' interests.

If earnings or leverage and ratings tests specified in the second mortgage notes indenture are met, the note holders' liens on some of the real property collateral will be released.

The liens on all of the golf course land and the related water rights will be released after the third anniversary of commencing operations at Le Reve if we achieve a ratio of total debt to earnings before interest, tax, depreciation and amortization of 3.0 to 1.0 or less and if the indebtedness under our credit facilities is rated BB+ or higher by Standard & Poor's and Ba1 or higher by Moody's Investors Service both before and after giving effect to the release of those liens.

The security interests in two acres of the golf course land will be released to allow the construction of a home for Mr. Wynn if the purchase price paid by Mr. Wynn is at least equal to the fair market value of that land, the sale proceeds are contributed by Wynn Resorts Holdings to Wynn Las Vegas as a capital contribution, and the construction of Mr. Wynn's home will not interfere with the design, construction, operation or use of the remainder of the golf course land as a golf course.

Once the security interests in the Phase II land, the golf course land and the related water rights are released, the note holders will have only a second priority lien on the assets comprising the hotel and casino and the equity interests of the restricted subsidiaries of Valvino, and a third priority lien on the FF&E facility collateral. See "—Risks Related to Our Substantial Indebtedness—The second mortgage notes will have a junior lien on a substantial portion of our assets, and will have no liens on certain assets."

Federal and state statutes allow courts, under specific circumstances, to avoid guarantees and the liens securing the guarantees and to require second mortgage note holders to return payments received from us or the guarantors.

Our creditors or the creditors of our guarantors could challenge the second mortgage note guarantees and the liens securing those guarantees as fraudulent conveyances or on other grounds. Under the federal bankruptcy law and comparable provisions of state fraudulent transfer laws, the delivery of the guarantees and the grant of the second priority liens securing the guarantees could be avoided as fraudulent transfers if a court determined that the guarantor, at the time it incurred the indebtedness evidenced by its guarantee or granted its lien:

- delivered the guarantee or granted the lien with the intent to hinder, delay or defraud its existing or future creditors; or

- received less than reasonably equivalent value or did not receive fair consideration for the delivery of the guarantee and the incurrence of the lien, and if the guarantor:
    - was insolvent or rendered insolvent at the time it delivered the guarantee or granted the lien;
    - was engaged in a business or transaction for which the guarantor's remaining assets constituted unreasonably small capital; or
    - intended to incur, or believed that it would incur, debts beyond its ability to pay such debts as they mature.

If the guarantees were avoided or limited under fraudulent transfer or other laws, any claim you may make against us for amounts payable on the second mortgage notes would be effectively subordinated to all of the indebtedness and other obligations of our guarantors, including trade payables and any subordinated indebtedness. If the granting of liens to secure the guarantees were avoided or limited under fraudulent transfer or other laws, the guarantees would become unsecured claims to the extent of the avoidance or limitation, ranking equally with all general unsecured claims of the guarantors.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor would be considered insolvent if:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all of its assets;
- if the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they become due.

We cannot be sure what standard a court would apply in making these determinations or, regardless of the standard, that a court would not avoid the guarantees or that any guarantee would not be subordinated to a guarantor's other indebtedness.

Any additional guarantees or liens on collateral provided after the second mortgage notes are issued could also be avoided as preferential transfers.

The second mortgage notes indenture will provide that certain future restricted subsidiaries will guarantee the second mortgage notes and secure their guarantees with liens on their assets. The second mortgage notes indenture will also require us to grant liens on certain assets that we and the existing guarantors acquire after the second mortgage notes are issued. If any new guarantor, or any issuer or guarantor providing new collateral for the second mortgage notes, is insolvent or anticipates insolvency at the time the guarantee or lien is granted, the guarantee or lien, as applicable, could be avoided as a preferential transfer.

We are permitted to create unrestricted subsidiaries, which generally will not be subject to any of the covenants in the indenture, and we may not be able to rely on the cash flow or assets of those unrestricted subsidiaries to pay our indebtedness.

Unrestricted subsidiaries will generally not be subject to the covenants under the second mortgage notes indenture, and their assets will not be available as security for the second mortgage notes. Unrestricted subsidiaries may enter into financing arrangements that limit their ability to make loans or other payments to fund payments in respect of the second

mortgage notes. Accordingly, we may not be able to rely on the cash flow or assets of unrestricted subsidiaries to pay any of our indebtedness, including the second mortgage notes.

The collateral securing the second mortgage notes includes real property and, as a result, holders of the second mortgage notes may be subject to certain environmental risks.

Real property pledged as security may be subject to known and unknown environmental risks or liabilities which can adversely affect the property's value. In addition, under the federal Comprehensive Environmental Response Compensation and Liability Act, as amended, referred to as CERCLA, a secured lender may be held liable, in certain limited circumstances, for the costs of remediating a release of, or preventing a threatened release of, hazardous substances at a mortgaged property. There may be similar risks under state laws or common law theories.

Under CERCLA, a person "who, without participating in the management of a ... facility, holds indicia of ownership primarily to protect his security interest" is not a property owner, and thus not a responsible person under CERCLA. Lenders seldom have been held liable under CERCLA. The lenders who have been found liable generally have been found to have been sufficiently involved in the mortgagor's operations so that they have "participated in the management of the borrower." CERCLA does not specify the level of actual participation in management. CERCLA was amended in 1996 to provide certain "safe harbors" for foreclosing lenders. However, the courts have not yet issued any definitive interpretations of the extent of these safe harbors. There currently is no controlling authority on this matter.

There is no public market for the second mortgage notes, and we cannot assure you that a market for the second mortgage notes will develop.

The second mortgage notes are a new issue of securities for which there is currently no active trading market. We do not intend to file an application to have the second mortgage notes listed on any securities exchange or included for quotation on any automated dealer quotation system. Although the underwriters have informed us that they intend to make a market in the second mortgage notes as over-the-counter securities that are not traded on an exchange, they have no obligation to do so and may discontinue their market-making activity at any time without notice.

If any of the second mortgage notes are traded after their initial issuance, they may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar securities and other factors, including general economic conditions, our financial condition, performance and prospects and prospects for companies in our industry generally. In addition, the liquidity of the trading market in the second mortgage notes and the market prices quoted for the second mortgage notes may be negatively affected by changes in the overall market for high-yield securities. As a result, we cannot assure you that an active trading market will develop for the second mortgage notes.

The officers, directors and substantial stockholders of Wynn Resorts may be able to exert significant control over its and our future direction.

Wynn Capital is a wholly owned subsidiary of Wynn Las Vegas. Wynn Las Vegas is a Nevada limited liability company, the sole member of which is Wynn Resorts Holdings. Valvino is the sole member of Wynn Resorts Holdings and Wynn Resorts is the sole member of Valvino. As a result, Wynn Resorts, through its subsidiaries, controls Wynn Las Vegas and Wynn Capital.

After this offering and the offering of Wynn Resorts' common stock, Mr. Wynn and Aruze USA will each own approximately 31.4% of Wynn Resorts' outstanding common stock. As a result, Mr. Wynn and Aruze USA, to the extent they vote their shares in a similar manner, effectively will be able to control all matters requiring Wynn Resorts' stockholders' approval, including the approval of significant corporate transactions.

In addition, Mr. Wynn and Aruze USA, together with Baron Asset Fund, have entered into a stockholders agreement. Under the stockholders agreement, Mr. Wynn and Aruze USA have agreed to vote their shares of Wynn Resorts' common stock for a slate of directors, a majority of which will be designated by Mr. Wynn, of which at least two will be independent directors, and the remaining members of which will be designated by Aruze USA. As a result of this voting arrangement, Mr. Wynn will, as a practical matter, control Wynn Resorts' board of directors. The stockholders agreement will continue to be in effect after the completion of this offering. For more information about the stockholders agreement between Mr. Wynn, Aruze USA and Baron Asset Fund, see "Certain Relationships and Related Party Transactions—Stockholders Agreement."

We may redeem your second mortgage notes due to regulatory considerations, either as required by gaming authorities or in our discretion.

The indenture will grant us the power to redeem the second mortgage notes that you own or control if any governmental gaming authority requires you, or a beneficial owner of the second mortgage notes, to be licensed, qualified or found suitable under any applicable gaming law and:

- you or such beneficial owner fails to apply for a license, qualification or finding of suitability within 30 days after being requested to do so (or such lesser period as required by the relevant governmental gaming authority) or

- you or such beneficial owner is determined by a governmental gaming authority to be unsuitable to own or control the second mortgage notes.

Under the foregoing circumstances, under the indenture, we will be able to redeem, and if required by the applicable gaming authority, we must redeem, your second mortgage notes to the extent required by the gaming authority or deemed necessary or advisable by us. The redemption price will be, in each case, together with accrued and unpaid interest on the second mortgage note, equal to:

- the price determined by the governmental gaming authority or
- if the governmental gaming authority does not determine a price, the lesser of (1) the principal amount of the second mortgage notes and (2) the price that you or the beneficial owner paid for the second mortgage notes.

FORWARD-LOOKING STATEMENTS

Some of the statements under "Prospectus Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Business" and elsewhere in this prospectus constitute forward-looking statements. These statements involve risks, uncertainties and other factors that may cause our or our industry's actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "should," "would," "could," "believe," "expect," "anticipate," "estimate," "intend," "plan," "continue" or the negative of these terms or other comparable terminology.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. If one or more of the assumptions underlying our forward-looking statements proves incorrect, then actual results, levels of activity, performance or achievements could differ significantly from those expressed in, or implied by, the forward-looking statements contained in this prospectus. Therefore, we caution you not to place undue reliance on our forward-looking statements. Except as required by law, we do not intend to update or revise any of the forward-looking statements after the date of this prospectus to conform these statements to actual results. All forward-looking statements attributable to us are expressly qualified by these cautionary statements. Our forward-looking statements in this prospectus include, but are not limited to, statements relating to:

- statements relating to our business strategy;
- statements relating to our development, construction and operation of Le Rêve;
- expectations concerning future operations, margins, profitability, liquidity and capital resources; and
- our current and future plans, including with respect to Wynn Macau's opportunity to develop one or more casinos in Macau.

These forward-looking statements are subject to risks, uncertainties, and assumptions about us and our operations that are subject to change based on various important factors, some of which are beyond our control. The following factors, among others, could cause our financial performance to differ significantly from the goals, plans, objectives, intentions and expectations expressed in our forward-looking statements:

- risks associated with entering into a new venture and new construction, including our ability to construct and open Le Rêve on time and on budget;
- competition and other planned construction in Las Vegas;
- uncertainty of casino spending and vacationing in hotel casino resorts in Las Vegas;
- occupancy rates and average room rates in Las Vegas;
- demand for high-end, entertainment-related hotel and destination casino resorts in Las Vegas and changing resort preferences among high-end customers;
- domestic and global economic, credit and capital market conditions;
- leverage and debt service obligations, including sensitivity to fluctuations in interest rates;
- our dependence on Stephen A. Wynn;

- applications for licenses and approvals under applicable laws and regulations, including gaming laws and regulations;
- changes in gaming laws or regulations, including the legalization or expansion of gaming in certain jurisdictions;
- adverse outcomes of pending litigation or the possibility of new litigation;
- risks associated with Macau's new gaming regulatory framework;
-

changes in federal or state tax laws or the administration of these laws;

- regulatory or judicial proceedings;
- the consequences of any future security alerts and/or terrorist attacks such as the attacks that occurred on September 11, 2001; and
- a broad downturn in the economy in general.

USE OF PROCEEDS

We expect to receive approximately $326.0 million in net proceeds from this offering, after deducting underwriting discounts and commissions and estimated offering expenses.

Concurrent with the consummation of this offering:

(1) Wynn Resorts will consummate an initial public offering of its common stock. We expect Wynn Resorts to raise approximately $450 million in gross proceeds for its initial public offering (based on the number of shares and an assumed offering price equal to the mid-point of the price range set forth on the cover of the preliminary prospectus relating thereto). Wynn Resorts will contribute to Wynn Las Vegas approximately $374.7 million of the net proceeds from the initial public offering. Additionally, if the underwriters for the initial public offering exercise their over-allotment option in full, we expect Wynn Resorts' net proceeds from the over-allotment exercise to be approximately $62.8 million. Wynn Resorts may, at its option, contribute those funds to us for our use, but is under no obligation to do so;

(2) We will enter into a $750.0 million revolving credit facility, a $250.0 million delay draw term loan facility and a $188.5 million FF&E facility. We have received commitments for the credit facility and the delay draw term loan facility, and our placement agent for the FF&E facility has received commitments from the lenders who will enter into the FF&E facility. See "Description of Other Indebtedness."

We intend to use the net proceeds from this offering, together with equity contributions from Wynn Resorts' initial public offering proceeds and Valvino's existing cash on hand, and borrowings under the revolving credit facility, delay draw term loan facility and FF&E facility to design, develop, construct, equip and open Le Rêve. None of the proceeds of this offering will be used to fund the construction and development of Wynn Macau's casinos in Macau. The disbursement agreement will require that project costs be funded first from contributions to us from Wynn Resorts, then from the net proceeds of this offering and then from the other debt facilities. We expect to begin to request disbursements of the second mortgage note proceeds, subject to satisfaction of the conditions in the disbursement agreement, approximately ten to twelve months after the consummation of this offering.

The net proceeds of this offering will be deposited in a secured account pending disbursement. The funds in the secured account will be invested at our discretion only in cash, cash equivalents and certain permitted investments. The trustee under the indenture governing the second mortgage notes, for the benefit of the holders of the second mortgage notes, will have a first priority security interest in the net proceeds held in the secured account.

We expect that the funds provided by these sources and available cash will be sufficient to design, develop, construct, equip and open Le Rêve and to pay interest on borrowings under the credit facilities, the FF&E facility and the second mortgage notes until the scheduled opening of Le Rêve, assuming there are no significant delay costs or construction cost overruns for which we are responsible. We believe that the construction budget for Le Rêve is reasonable, but given the risks inherent in the construction process, it is possible that the costs of developing and constructing Le Rêve could be significantly higher. See "Risk Factors —Risks Associated with Our Construction of Le Rêve," "—Risks Related to Our Substantial Indebtedness," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and the accompanying notes.

The net proceeds from this offering will be used to fund the initial phases of construction, including contractor monthly payment applications, design fees and operational payroll.

The following table sets forth estimated sources and uses by Wynn Las Vegas and the guarantor entities, of funds to design, develop, construct, equip and open Le Rêve and for other operations related primarily to the Le Rêve project. The table includes all sources and uses of funds since the inception of Valvino and its subsidiaries. The table assumes that the financing transactions, including this offering, closed on October 1, 2002. For purposes of calculating total construction costs, the revolving credit facility balance and interest and commitment fees, this table also includes certain final construction cost payments that we assume will be made after the opening of Le Rêve.

Sources (in millions)		Uses (in millions)	
Revolving credit facility	$ 713.2	Construction costs:	
Delay draw term loan facility	250.0	Marnell Corrao contract	$ 919.3
FF&E facility	188.5	Interior design, related FF&E,	
Second mortgage notes	340.0	signage and electronic	
Equity contributions (1)	937.0	systems	303.0
Interest income (2)	24.0	Design and engineering fees	67.4
Other income (3)	5.4	Golf course	21.5
		Parking garage	11.5
		Government approvals & permits	13.8
		Insurance	13.9
		Miscellaneous capital projects	23.8

		Construction period utilities & security	6.3	
		Additional contingency (4)	26.7	
		Total construction costs		$ 1,407.2
		Land and buildings (5)		318.5
		Pre-opening costs		158.0
		Owner-acquired FF&E		122.9
		Entertainment production costs		24.4
		Other expenditures (6)		11.9
		Aircraft acquisition and loan repayment (7)		38.7
		Interest and commitment fees (8)		205.3
		Working capital needs at opening		35.5
		Construction completion guarantee		50.0
		Liquidity reserve		30.0
		Transaction fees and expenses (9)		55.7
Total Sources	$ 2,458.1	Total Uses		$ 2,458.1

(1) Represents contributions of (a) approximately $562.3 million of Valvino member net contributions from inception and (b) approximately $374.7 million of the anticipated net proceeds from Wynn Resorts' initial public offering.

(2) Represents interest earned at the estimated LIBOR rate on our estimated cash balance through the scheduled opening of Le Rêve. Estimates of the LIBOR rate are based on current market projections of the LIBOR rate ranging from approximately 2% to 4%. Interest income shown has not been adjusted for taxes that will be payable on those amounts. Depending on the extent to which our expenses must be capitalized into the construction project rather than deducted currently, we may owe corporate income tax on our interest income.

(3) Consists of net income from incidental operations, including our brief operation of the Desert Inn Resort & Casino by Valvino before the casino was closed, operation of the golf course on the site of the former Desert Inn Resort & Casino through June 30, 2002 and the collection of accounts receivable following the acquisition of the previous facility at the site.

(4) Represents the owner's contingency with respect to the portions of the project not covered by the construction contract. This amount does not include the owner's contingency of approximately $7.6 million under the construction contract.

(5) Represents amounts previously expended to acquire land for the project, including the golf course land, buildings and water rights.

(6) Consists primarily of operating costs of the previous facility at the Le Rêve site before closure of that facility and facility closure expenditures.

(7) Represents (a) a purchase price of approximately $38.2 million for the corporate aircraft, of which approximately $9.7 million was paid in cash at the time of purchase and $28.5 million was represented by a loan from Bank of America, N.A to World Travel, which Valvino acquired from Mr. Wynn, and (b) approximately $0.5 million in interest payments on the Bank of America loan anticipated to be made prior to the closing of this offering. Borrowings under the FF&E facility, but not proceeds from this offering, will be used to repay the outstanding balance of this loan.

(8) Includes interest expense on the second mortgage notes, and expected interest expense and commitment fees on the revolving credit facility, the delay draw term loan facility and the FF&E facility through the scheduled opening date of Le Rêve. Interest on the revolving credit facility, the delay draw term loan facility and the FF&E facility has been computed assuming a LIBOR rate ranging from approximately 2% to 4%, plus the applicable margin, which is a 4% margin for the revolving credit facility and the FF&E facility and a 4.25% margin for the delay draw term loan facility.

(9) Includes fees and expenses related to (a) this offering and (b) the revolving credit facility, the delay draw term loan facility and the FF&E facility.

CAPITALIZATION

The following table sets forth the capitalization of Wynn Las Vegas, Wynn Capital and the guarantors of the second mortgage notes as of June 30, 2002:

- on an actual basis;
- on a pro forma basis to give effect on the closing date of this offering to the sale of $340 million in aggregate principal amount of the second mortgage notes in this offering and the expected contributions by Wynn Resorts to Wynn Las Vegas of $374.7 million in net proceeds from Wynn Resorts' initial public offering; and
- on a pro forma, as adjusted basis once all of the funding under the revolving credit facility, the delay draw term loan facility, the second mortgage note offering, the FF&E facility and the contributions from Wynn Resorts expected to be necessary for the construction of Le Rêve has occurred. See "Use of Proceeds." We have assumed that approximately $713.2 million of the $750 million revolving credit facility will be drawn for the construction of Le Rêve.

You should read this table in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and the accompanying notes.

	As of June 30, 2002 (in millions)		
	Actual (As restated)	Pro Forma for the Second Mortgage Note Offering and Capital Contributions	Pro Forma, As Adjusted to Reflect All Borrowings Expected to be Necessary to Construct Le Rêve
Long-Term Debt:			
Revolving credit facility	—	—	$ 713.2
Delay draw term loan facility	—	—	250.0
FF&E facility(1)	—	—	188.5

Second mortgage notes	—	$ 340.0	340.0
Other long-term debt(1)(2)	$ 28.8	28.8	0.3
Total Long-Term Debt	28.8	368.8	1,492.0
Members' Equity			
Contributed capital(3)	562.3	937.0	937.0
Deficit accumulated during the development stage	(36.7)	(36.7)	(36.7)
Total Members' Equity (Excluding Non-Guarantors)(4)	525.6	900.3	900.3
Total Capitalization	$ 554.4	$ 1,269.1	$ 2,392.3

(1) Wynn Las Vegas intends to use approximately $28.5 million of borrowings under the FF&E facility to refinance a loan made by Bank of America, N.A. to World Travel, LLC, which will become a wholly owned subsidiary of Wynn Las Vegas prior to the consummation of this offering.

(2) Includes a $28.5 million loan outstanding to Bank of America, N.A. with respect to our corporate aircraft. The Bank of America loan is secured by an aircraft mortgage on World Travel's Bombardier Global Express aircraft and calls for 47 monthly principal payments of $158,333 commencing March 1, 2003 and the payment of the approximately $21.1 million remaining principal on March 1, 2007. Also includes the amount owing pursuant to an annuity issued by ITT Sheraton in connection with the acquisition of a parcel of land in 1994. The annuity bears interest at an annual rate of 8% and requires payment of $5,000 per month until February 2009. Valvino assumed the obligations under the annuity in connection with its acquisition of the Desert Inn Resort & Casino.

(3) Contributed capital on a pro forma and pro forma as adjusted basis includes the expected contributions by Wynn Resorts to Wynn Las Vegas of $374.7 million in net proceeds from Wynn Resorts' initial public offering.

(4) Excludes members' equity of approximately $20.8 million of the non-guarantor subsidiaries Valvino had as of June 30, 2002, including Wynn Macau. For more information on the non-guarantor entities, see Note 11 to the financial statements included in this prospectus.

PRINCIPAL STOCKHOLDERS OF WYNN RESORTS

Wynn Capital is a wholly owned subsidiary of Wynn Las Vegas. Wynn Las Vegas is a Nevada limited liability company, the sole member of which is Wynn Resorts Holdings. Valvino is the sole member of Wynn Resorts Holdings, and Wynn Resorts is the sole member of Valvino. As a result, Wynn Resorts, through its subsidiaries, controls Wynn Las Vegas and Wynn Capital.

Stephen A. Wynn. Mr. Wynn has more than thirty years of experience in the gaming, hotel and tourism industries as a designer, developer and operator of hotel casino resorts. From 1973 until 2000, Mr. Wynn served as the Chairman of the Board, President and Chief Executive Officer of Mirage Resorts and its predecessor. During his tenure, he led the design and development of the following hotel casino resort properties: Bellagio, The Mirage, Treasure Island at The Mirage, Atlantic City Golden Nugget and Beau Rivage in Biloxi, Mississippi. Mr. Wynn also worked to redesign and expand several other hotel casino resort properties, such as the Golden Nugget—Las Vegas and the Golden Nugget—Laughlin. The public filings and press releases of Mirage Resorts and MGM Mirage report that in fiscal year 1999, the last full year of Mr. Wynn's tenure with Mirage Resorts, the company had grown to own and operate eight hotel casino resort properties totaling 630,000 square feet of casino gaming space and 16,577 hotel rooms that generated approximately $2.4 billion in revenue, $573 million in earnings before depreciation, interest, taxes and pre-opening costs and $110.4 million in net income.

The hotel casino resorts created by Mirage Resorts during Mr. Wynn's tenure are each marked by unique features. In 1989, Mr. Wynn oversaw the creation of the first mega-resort in Las Vegas with the introduction of The Mirage. The Mirage is based on a South Seas theme and features a 54 foot "active" volcano, a dolphin habitat and an illusionist show performed by Siegfried and Roy. The Caribbean-inspired Treasure Island at The Mirage, built in 1993, features a pirate village with full-scale replicas of a pirate ship and British frigate, which engage in a special effects battle. Bellagio, a European-style luxury resort completed in 1998, is marked by its eight-acre lake of dancing fountains inspired by Lake Como of Northern Italy, as well as the show "O" produced and performed by the Cirque du Soleil organization.

Under Mr. Wynn, Mirage Resorts was ranked as the second most admired company in the United States in the March 3, 1997 issue of Fortune magazine. In that issue, Fortune magazine also ranked Mirage Resorts as the fourth best company in the United States in quality of management. During Mr. Wynn's tenure, Mirage Resorts was successful in attracting and retaining top quality employees; Mirage Resorts grew to approximately 30,000 employees by 2000. In 2000, Mirage Resorts was sold to MGM Grand, Inc. for approximately $6.4 billion.

Aruze USA. Aruze USA, a Nevada corporation, is a wholly owned subsidiary of Aruze Corp., a Japanese manufacturer of pachislot and pachinko machines and video game software. As of October 18, 2002, Aruze Corp. had a market capitalization of approximately ¥144 billion, or approximately $1.1 billion. Kazuo Okada, who founded Aruze Corp. in 1969, now holds a controlling interest in Aruze Corp. and serves as its president. Aruze Corp. is a Japanese corporation traded on the JASDAQ system (NASDAQ Japan). After beginning his career in the juke box and pachinko machine businesses, Mr. Okada continued his business pursuits in the gaming machine manufacturing industry and is credited with creating the pachislot machine. Unlike a typical slot machine, where the reels stop on their own after the player pulls the machine's "arm" to start the rotation of the reels, a pachislot machine player stops each individual reel by pushing a button in front of that reel. The pachislot machine has grown to be very popular in Japan. To date, Aruze Corp. has sold more than 1 million pachislot machine units. Aruze Corp. is now the largest manufacturer of pachislot machines in

Japan and holds a significant share of Japan's pachislot machine market in terms of annual sales.

Baron Asset Fund. Baron Asset Fund, a Massachusetts business trust, is comprised of four fund series, each of which is a publicly traded registered mutual fund managed by BAMCO, Inc., a New York corporation. Together, these fund series hold total assets equal to almost $4.1 billion. Baron Asset Fund holds shares of Wynn Resorts on behalf of two of the fund series: the Baron Asset Fund Series and the Baron Growth Fund Series. Ron Baron is the Chairman and Chief Executive Officer of Baron Asset Fund and BAMCO.

SELECTED CONSOLIDATED FINANCIAL DATA

The following selected consolidated financial data regarding Valvino and its subsidiaries should be read together with Valvino's consolidated financial statements and notes thereto, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the other information contained in this prospectus. The selected data presented below as of December 31, 2001 and 2000, and for the year ended December 31, 2001 and the period from inception (April 21, 2000) to December 31, 2000, is derived from the consolidated financial statements of Valvino and its subsidiaries (a development stage company), which have been audited by Deloitte & Touche LLP, independent auditors. The consolidated financial statements as of December 31, 2001 and 2000 and the year ended December 31, 2001 and the period from inception to December 31, 2000, and the independent auditors' report thereon, are included elsewhere in this prospectus. The selected data presented below as of June 30, 2002 and for the six months ended June 30, 2002 and 2001, respectively, and the period from inception to June 30, 2002, is derived from the unaudited consolidated financial statements of Valvino and its subsidiaries, which are included elsewhere in this prospectus.

In October 2002, Valvino transferred its interests in Wynn Group Asia, Inc., Kevyn, LLC, Rambas Marketing Co., LLC, Toasty, LLC and WorldWide Wynn, LLC to Wynn Resorts. Therefore, following this offering, the assets and operations of the restricted group will no longer include those of such subsidiaries.

	Inception to December 31, 2000 (As restated)	Year Ended December 31, 2001 (As restated)	Six Months Ended June 30, 2001 (As restated)	Six Months Ended June 30, 2002 (As restated)	Inception to June 30, 2002 (As restated)
	(In thousands, except per share amounts)				
Consolidated Statement of Operations Data:					
Revenues	$ 87	$ 1,157	$ 686	$ 945	$ 2,189
Operating Loss	(12,033)	(20,060)	(9,770)	(13,403)	(45,496)
Net Loss Accumulated During the Development Stage	(10,616)	(17,726)	(8,234)	(12,776)	(41,118)
Net Loss Per Share	$ (53.08)	$ (86.27)	$ (40.52)	$ (61.19)	$ (201.08)

	December 31, 2000 (As restated)	December 31, 2001 (As restated)	June 30, 2002 (As restated)
	(In thousands)		
Consolidated Balance Sheet Data:			
Total Assets	$ 387,084	$ 388,543	$ 586,036
Total Long-Term Obligations(1)	358	326	28,810
Members' Equity	381,956	384,230	544,948

	Inception to December 31, 2000 (As restated)	Year Ended December 31, 2001 (As restated)	Six Months Ended June 30, 2002 (As restated)
Ratio of Earnings to Cover Fixed Charges(2)	—	—	—
Earnings Deficiency	$ (10,616)	$ (17,726)	$ (13,340)

(1) Includes the current portion of long-term debt.

(2) For the periods presented, earnings were not sufficient to cover fixed charges and, accordingly, such ratios have not been presented.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with, and is qualified in its entirety by, the historical financial statements and related notes included elsewhere in this prospectus.

As discussed in Note 12 to the consolidated financial statements, the accompanying financial statements as of June 30, 2002 and December 31, 2001 and 2000, and for the six months ended June 30, 2002 and 2001, the year ended December 31, 2001 and the periods from inception to December 31, 2000 and June 30, 2002, have been restated. The following discussion gives effect to the restated amounts.

Introduction

We have included the financial statements of Valvino in this prospectus. In September 2002, Wynn Resorts, an entity formed in June 2002, became the parent entity of Valvino when all of the members of Valvino contributed 100% of the membership interests (210,834 shares) to Wynn Resorts in exchange for 40,000,000 shares of Wynn Resorts common stock. Valvino has had no significant operations to date. In June 2000, Valvino acquired the Desert Inn Resort & Casino assets from Starwood Hotels & Resorts Worldwide, Inc. Valvino ceased operating the Desert Inn Resort & Casino after approximately ten weeks. Valvino has demolished some of the buildings constituting the former Desert Inn Resort & Casino hotel in anticipation of the construction of Le Rêve. The remaining structures have been and will continue to be utilized as offices at least through the completion of Le Rêve. Since Valvino ceased operating the Desert Inn Resort & Casino, our efforts have been devoted principally to the development activities described below with respect to Le Rêve and Wynn Macau's opportunity

in Macau. We have not included a discussion of the Macau related entities in Management's Discussion and Analysis of Financial Condition and Results of Operations as the development of the Macau casino will have no effect on the financial position or results of operations of Wynn Las Vegas and Wynn Capital. In addition, the financial position and operating results of World Travel and Las Vegas Jet, which include principally the operation and charter services of a corporate aircraft, are included in Valvino's financial statements. Moreover, we continue to operate an art gallery displaying works from The Wynn Collection, which consists of artwork from the personal art collection of Stephen and Elaine Wynn. Until summer 2002, we also operated the golf course located on the site of the former Desert Inn Resort & Casino. Valvino's historical operating results will not be indicative of future operating results.

At June 30, 2002, Valvino's principal assets included the equity interests in its various subsidiaries and, together with certain of such subsidiaries, the site of the former Desert Inn Resort & Casino. At June 30, 2002, Valvino also indirectly owned a majority interest in Wynn Macau, a foreign subsidiary that has entered into a concession agreement with the government of Macau permitting it to conduct gaming operations in Macau. Wynn Macau and the other Macau-related entities are part of a line of subsidiaries that is separate from the subsidiaries that own and operate Le Rêve. As a result, cash flow generated by the Macau-related entities may not be available to service our indebtedness, including our obligations under the second mortgage notes, or support our operations. Moreover, the assets of the Macau-related entities will not serve as collateral for our Le Rêve-related indebtedness. Accordingly, the following discussion does not address the operations or assets of the Macau-related entities.

Development Activities

Valvino was organized in April 2000. Wynn Las Vegas was organized in April 2001 and Wynn Capital was formed in June 2002. Wynn Resorts was formed in June 2002, and in September 2002, Mr. Wynn, Aruze USA, Baron Asset Fund and the Kenneth R. Wynn Family Trust contributed their Valvino membership interests to Wynn Resorts in exchange for all of the issued and outstanding shares of Wynn Resorts. Since Valvino's formation, our activities have included arranging the design, construction and financing of Le Rêve and applying for certain permits, licenses and approvals necessary for the development and operation of Le Rêve. Wynn Resorts plans to develop, construct and operate Le Rêve as part of a world-class destination casino resort which, together with the new golf course located behind the hotel, will occupy approximately 192 acres of a 212-acre parcel of land on the Las Vegas Strip in Las Vegas, Nevada. We expect Le Rêve to commence operations in April 2005.

Financial Statements Included in the Registration Statement

The separate financial statements of Wynn Macau, acquired by Valvino in April 2002, are not included in this registration statement as none of the significant subsidiary tests as provided for in the applicable regulations of the Securities and Exchange Commission ("SEC") are met.

The separate financial statements of World Travel and Las Vegas Jet, acquired by Valvino in May 2002, are not included in this registration statement as none of the significant subsidiary tests as provided for in the applicable SEC regulations are met.

The historical financial statements of Desert Inn Resort & Casino are not included herein because management acquired the assets of the former Desert Inn Resort & Casino with the intent to construct a new business rather than acquiring an ongoing business with a continuing revenue stream.

Critical Accounting Policies and Estimates

The consolidated financial statements of Valvino and its subsidiaries were prepared in conformity with accounting principles generally accepted in the United States. Certain of our accounting policies, including the estimated lives of our depreciable assets, the evaluation of assets for impairment and the purchase price allocations made in connection with acquisitions, require that management apply significant judgment in defining the appropriate assumptions integral to financial estimates. Judgments are based on historical experience, terms of existing contracts, industry trends and information available from outside sources, as appropriate. However, by their nature, judgments are subject to an inherent degree of uncertainty, and therefore actual results could differ from our estimates. As of and for the period from inception to June 30, 2002, management does not believe there are any highly uncertain matters or other underlying assumptions that would have a material effect on the statement of position or results of operations of Valvino if actual results differ from our estimates.

Critical accounting policies currently reflected in Valvino's consolidated financial statements primarily relate to expensing pre-opening costs as incurred, capitalizing construction costs and other policies related to our development stage status. The application of accounting policies providing for the expensing of pre-opening costs resulted in the recognition of approximately $9 million and $12 million of costs including wages and salaries, and general and administrative expenses incurred for the six months ended June 30, 2002, and the year ended December 31, 2001, respectively. These costs are included in the accumulated losses from development stage activities.

During the period of the construction of Le Rêve, direct costs such as those expected to be incurred for the design and construction of the hotel and casino, the championship golf course, and the water-based entertainment production, will be capitalized. Accordingly, we expect the recorded amounts of property and equipment to increase significantly. Depreciation expense related to the capitalized construction costs will not be recognized until the related assets are put in service. Accordingly, upon completion of construction and commencement of operation of Le Rêve, depreciation expense recognized based on the estimated useful life of the corresponding asset will have a significant effect on the results of our operations.

Additionally, upon commencement of operations at Le Rêve, we will apply other critical accounting policies not presently applied in the preparation of our financial statements. Such policies are anticipated to include the following:

- Revenue will be recognized upon performance of the related services. For example, revenue will be recognized upon delivery of food, beverages and entertainment, upon occupancy of the resort and as net wins and losses occur in the casino.

- Bad debt expense and a related allowance for doubtful accounts will be provided for customer accounts receivable that are estimated to be uncollectible. Such estimates will be based on information available to us at that time, including information about the customers' financial

condition and credit history, industry trends, economic conditions and the historical results of collections.

- Accruals for estimated liabilities related to slot club point redemption, self-insurance, commissions and asserted claims or legal actions resulting from the normal course of business will be recorded in the period in which the liability arises. The adequacy of these accruals will be evaluated periodically and revised as necessary based on events and circumstances present at the time, known facts, historical experience and other relevant considerations.

Results of Operations

Results of operations for the year ended December 31, 2001 compared to the period from inception to December 31, 2000

Valvino recognized a loss of approximately $17.7 million related to pre-opening costs and depreciation of facilities acquired in the acquisition of the Desert Inn Resort & Casino, for the year ended December 31, 2001, an approximate increase of 67% from the loss incurred during the period from inception (April 21, 2000) to December 2000 of approximately $10.6 million.

Total revenues for the year ended December 31, 2001 increased approximately $1 million from the period from inception to December 31, 2000 primarily as a result of increased charter revenues to third parties recognized by Las Vegas Jet, LLC, which was previously wholly owned by Mr. Wynn, for approximately $715,000 for the year ended December 31, 2001. In addition, revenues of approximately $80,000 were recognized for the year ended December 31, 2001, primarily as a result of the art gallery and retail shop opening in November 2001.

Total expenses for the year ended December 31, 2001 increased approximately $9.1 million as compared to the period from inception to December 31, 2000 primarily as a result of increased pre-opening costs associated with Le Rêve and depreciation and amortization expenses which were partially offset by lower facility closure expense and losses from incidental operations. This resulted in an increase in net operating losses of

approximately $8 million for the year ended December 31, 2001 as compared to the period from inception to December 31, 2000.

Pre-opening costs, which consist primarily of salaries and wages and consulting and legal fees, for the year ended December 31, 2001 increased approximately $6.2 million, as compared to the period from inception to December 31, 2000 primarily as a result of increased pre-opening activities and approximately four additional months of costs being recognized during the year ended December 31, 2001 than in the period from inception to December 31, 2000. Similarly, depreciation and amortization recognized for the year ended December 31, 2001 reflects 12 months of expenses as compared to approximately eight months of expenses recognized in the period from inception to December 31, 2000. This resulted in increased depreciation and amortization expenses for the year ended December 31, 2001 of approximately $4.1 million.

Facility closure expenses were approximately $830,000 less for the year ended December 31, 2001, as compared to the period from inception to December 31, 2000, primarily because a majority of the costs incurred for the period from inception to December 31, 2000 related to the closing of the Desert Inn Resort & Casino, which was completed in August 2000. During the period from inception to December 31, 2000, Valvino recognized a net loss from incidental operations of approximately $1.2 million as compared to no recognized net loss for the year ended December 31, 2001. The net loss in 2000 was attributable to the incidental casino and hotel operations incurred prior to its closing in August 2000.

Other income—net increased approximately $920,000 from the year ended December 31, 2001 as compared to the period from inception to December 31, 2000 primarily as a result of an approximate $930,000 increase in interest income in 2001. Interest income for the year ended December 31, 2001 reflects interest earned for the 12-month period whereas interest income for the period from inception to December 31, 2000 reflects interest earned for approximately eight months.

Results of operations for the six months ended June 30, 2002 compared to the six months ended June 30, 2001

Pre-opening costs for Le Rêve and depreciation of the remaining facilities acquired in the acquisition of the Desert Inn Resort & Casino resulted in a net loss during the development stage for the six months ended June 30, 2002. The net loss for the six months ended June 30, 2002 was approximately $12.8 million as compared to an approximate $8.2 million net loss accumulated during the development stage for the six months ended June 2001.

Total revenues for the six months ended June 30, 2002 increased approximately $260,000 from the six months ended June 30, 2001 as a result of increased airplane lease revenue recognized in the 2002 period than the 2001 period and an increase in revenues from the art gallery and the retail shop, which were opened in November 2001.

Total expenses for the six months ended June 30, 2002 increased approximately $3.9 million as compared to the same period in 2001 primarily due to an approximate $3.6 million increase in pre-opening costs. The increase in pre-opening costs, which consist primarily of salaries and wages and consulting and legal fees, is directly attributable to an increase in pre-opening activities as compared to the same period in the prior year. Management expects pre-opening costs to continue to increase as development of Le Rêve progresses.

Other income—net for the six months ended June 30, 2002 decreased approximately $1.2 million from the six months ended June 30, 2001, primarily as a result of an approximate

$750,000 decrease in interest income from 2002 to 2001. This reduction in interest income is mainly attributable to lower interest rates during the six months ended June 30, 2002 as compared to the six months ended June 30, 2001.

Certain trends that may affect development activities and future results of operations

In the near term, our development activities may be impacted by various economic factors, including, among other things, the availability and cost of materials, the availability of labor resources and interest rate levels. The strength and profitability of our business after Le Rêve opens will depend on consumer demand for hotel casino resorts in general and for the type of luxury amenities that Le Rêve will offer. Adverse changes in consumer preferences or discretionary income could harm our business. In particular, the terrorist attacks of September 11, 2001, and ongoing terrorist and war activities in the United States and elsewhere, have had a negative impact on travel and leisure expenditures, including lodging, gaming and tourism. In addition to fears of war and future acts of terrorism, other factors affecting discretionary consumer spending, including general economic conditions, disposable consumer income, fears of recession and consumer confidence in the economy, could reduce customer demand for the products and services we will offer, thus imposing practical limits on pricing and harming our operations.

While we believe that a nominal decline in the strength of the U.S. economy and the amount of an individual's disposable income would not have a material effect on our results of operations, a material decline in the strength of the U.S. economy and the amount of an individual's disposable income could have a significant impact on our results of operations.

Liquidity and Capital Resources

Material Transactions Affecting Liquidity and Capital Resources

Since Valvino's inception on April 21, 2000, there have been a number of transactions that have had a significant impact on Valvino's liquidity. Our operations have required substantial capital investment for the acquisition of the land on which Le Rêve will be located and development of the project.

Stephen A. Wynn organized Valvino and, initially, Mr. Wynn was the sole member of Valvino. Between April of 2000 and September of 2000, Mr. Wynn made equity contributions to Valvino in an aggregate amount of approximately $220.7 million. On June 15, 2000, Mr. Wynn loaned Valvino $100 million at an interest rate of 7.875% per year.

On June 22, 2000, Valvino acquired the former Desert Inn Resort & Casino in Las Vegas, Nevada from Starwood Hotels & Resorts Worldwide, Inc., including the Desert Inn Resort & Casino golf course and some, but not all, of the residential lots located in the interior of and around the former Desert Inn golf course, for approximately $270 million in cash. In connection with that transaction, Valvino and its subsidiaries also acquired approximately 985 acre-feet of certificated water rights. In addition to acquiring the assets of the Desert Inn Resort & Casino, Valvino assumed most of its liabilities, and, to the extent assignable, all of its contracts. Valvino later acquired all of the remaining lots located in the interior of, and some of the remaining lots around, the former Desert Inn golf course for a total of $47.8 million, bringing the size of the parcel to approximately 212 acres. On August 28, 2000, Valvino closed the hotel and casino at the Desert Inn Resort & Casino site, and has since been engaged primarily in the development of a new resort hotel and casino on the site.

In July 2000, Valvino used proceeds from a $125 million loan agreement it entered into with Deutsche Bank Securities Inc., as lead arranger, and Bankers Trust Company, as

administrative agent, to make an approximately $110.5 million equity distribution to Mr. Wynn. At the time of this distribution, Mr. Wynn was the only member of Valvino.

On October 3, 2000, Aruze USA made a contribution of $260 million in cash ($250 million net of finders' fee) to Valvino in exchange for 50% of the membership interests in Valvino and was admitted as a member of Valvino. Mr. Wynn was designated as the managing member of Valvino. On October 3, 2000, $70 million of Mr. Wynn's loan was repaid out of the proceeds of this capital contribution and on October 10, 2000, the Deutsche Bank loan was repaid in full. The remaining approximately $32.3 million balance of Mr. Wynn's loan, including accrued interest, was converted to equity as a member contribution.

On April 16, 2001, Baron Asset Fund, a Massachusetts business trust, made a contribution of $20.8 million in cash ($20 million net of fees) to Valvino in exchange for approximately 3.7% of the membership interests in Valvino and was admitted as a member of Valvino. Immediately following the admission of Baron Asset Fund, Mr. Wynn and Aruze USA each owned approximately 48.2% of the membership interests in Valvino.

In April 2002, Mr. Wynn, Aruze USA and Baron Asset Fund each made the following further capital contributions to Valvino:

- Mr. Wynn contributed approximately $32 million in cash plus his 90% interest in Wynn Macau, which in June 2002 entered into a concession agreement with the government of Macau permitting it to construct and operate one or more casinos in Macau. The $32 million contribution was comprised of approximately $22.5 million of cash deposited in a Macau bank account which Mr. Wynn assigned to Valvino and an additional $8.6 million in cash. Mr. Wynn's 90% interest in Wynn Macau, whose principal asset was a provisional license to negotiate a concession agreement with the Macau government, had no historical cost basis. This interest was valued at approximately $56 million by the parties in the negotiation of Mr. Wynn's contribution of his interest, after reimbursement to Mr. Wynn of approximately $825,000 advanced by him to Wynn Macau in connection with the negotiation of the concession agreement and other development activities in Macau. For financial statement purposes, as a

  combination of entities under common control, the contribution of Mr. Wynn's 90% interest in Wynn Macau was recorded at carryover basis (with the primary asset recorded in the financial statements being the approximate $22.5 million of cash) rather than fair value. However, Mr. Wynn's resulting 47.5% ownership interest in Valvino, after these contributions, reflects the fair value of his investment in Wynn Macau relative to the fair value of the contributions from Aruze USA and Baron Asset Fund;

- Aruze USA contributed an additional $120 million in cash; and

- Baron Asset Fund contributed an additional approximately $20.3 million in cash.

Immediately following these additional capital contributions, Mr. Wynn and Aruze USA each owned 47.5% of the membership interests, and Baron Asset Fund owned 5% of the membership interests in Valvino. The percentage of membership interests held by Baron Asset Fund are held by it on behalf of two series of Baron Asset Fund: (1) the Baron Asset Fund Series, on whose behalf approximately 3.6% of the membership interests in Valvino are held, and (2) the Baron

Growth Fund Series, on whose behalf approximately 1.3% of the membership interests in Valvino are held. Neither Mr. Wynn nor Aruze USA increased their relative ownership interests as a result of the April 2002 capital contributions.

On June 24, 2002, the Kenneth R. Wynn Family Trust contributed $1.2 million in cash to Valvino in exchange for 0.146% of the outstanding membership interests in Valvino.

The following table sets forth the total contributions (net of equity distributions) to Valvino of Wynn Resorts' principal stockholders as of June 24, 2002, the date of the most recent capital contribution to Valvino:

Equity Contributions
(in thousands)

Name	Net Cash Invested	Net Value of Non-Cash Contributions	Allocation of Net Asset Appreciation(1)	Capital Account(2)
Stephen A. Wynn	$ 174,572	$ 55,659(3)	$ 160,169	$ 390,400
Aruze USA, Inc.	380,000	0	10,400	390,400
Baron Asset Fund	41,095	0	0	41,095
Kenneth R. Wynn Family Trust	1,200	0	0	1,200

(1) As determined by arm's-length agreement, these amounts reflect the allocation of appreciation of the assets held by Valvino.

(2) These amounts reflect the book capital accounts as determined under federal partnership tax principles.

(3) As described above, Mr. Wynn's interest in Wynn Macau was valued at this amount by the parties in the negotiation of Mr. Wynn's contribution of such interest to Valvino in April 2002, prior to Wynn Macau's entry into a concession agreement with the government of Macau permitting it to construct and operate one or more casinos in Macau.

At June 30, 2002, Valvino had approximately $187.9 million ($160.9 million excluding the cash held by non-guarantor entities) of cash and cash equivalents, with all of its cash equivalents comprised of investments in overnight money market funds.

Overview of Expected Capital Resources and Commercial Commitments

As of June 30, 2002, approximately $399.3 million of the total Le Rêve project cost of approximately $2.4 billion (including the cost of the land, capitalized interest, pre-opening expenses and all financing fees) had been expended or incurred to fund the development of Le Rêve. The remaining development costs for Le Rêve are expected to be funded from a combination of:

- borrowings under our revolving credit facility;
- borrowings under our delay draw term loan facility;
- borrowings under the FF&E facility;
- anticipated interest income;
- proceeds from this offering of second mortgage notes;
- proceeds from Wynn Resorts' initial public offering; and
- cash on hand.

See "Use of Proceeds."

The following table summarizes certain information regarding our expected long-term indebtedness and commercial commitments at the completion of Le Rêve. The table excludes any indebtedness or commercial commitments relating to Wynn Macau's Macau project(s), because Wynn Resorts' Macau-related subsidiaries are not guarantors of the second mortgage notes or any other Le Rêve-related indebtedness. All time periods in these tables are

measured from the closing of this offering and are based upon our best estimate at this time of our expected long-term indebtedness and commercial commitments.

	Payments Due By Period				
Long-Term Indebtedness	Total	Less than 1 Year	1-3 Years	4-5 Years	After 5 Years
			(in millions)		
Revolving credit facility(1)	$ 713.2	—	(1) —	(1) —	(1) $ 713.2(1)
Delay draw term loan facility(2)	250.0	—	—	—	250.0

FF&E facility(3)	188.5	—	—	—	188.5
Second mortgage notes	340.0	—	—	—	340.0
Other long-term obligations(4)	0.3	—	$ 0.1	$ 0.1	0.1
Total long-term indebtedness	$ 1,492.0	—	$ 0.1	$ 0.1	$ 1,491.8

Other Commercial Commitments	Total Amounts Committed	Amount of Commitment Expiration Per Period: Less than 1 Year	1-3 Years	4-5 Years	Over 5 Years
		(in millions)			
Construction contracts(5)	$ 929.2	$ 257.5	$ 671.7		
Standby letter of credit(6)	2.3	2.3	—	—	—
Total commercial commitments	$ 931.5	$ 259.8	$ 671.7	—	—

(1) We anticipate that we will draw down approximately $713.2 million under the revolving credit facility to fund the design, construction, development, equipping and opening of Le Rêve, assuming that Le Rêve is completed on schedule. Once the total extensions of credit under the revolving credit facility equal or exceed $200 million, lead arrangers holding a majority of the commitments of the lead arrangers under that facility will have the right to convert between $100 million and $400 million of the outstanding revolving loans into term loans on the same terms and conditions as the term loans under the delay draw term loan facility or on such other terms as we and the administrative agent and syndication agent can agree. In addition, the revolving credit facility will provide for a cash flow sweep each year that will reduce the commitment under that facility by the amount of the cash flow swept.

(2) Term loans under this facility will be repayable in quarterly installments from the first full fiscal quarter after completion of Le Rêve until the seventh anniversary of the closing in amounts to be determined.

(3) Wynn Las Vegas' placement agent for the FF&E facility, Banc of America Leasing & Capital LLC, has received commitments from the lenders who will enter into the $188.5 million FF&E facility. This facility will close concurrently with the closing of this offering. Wynn Las Vegas intends to use approximately $28.5 million of borrowings under the FF&E facility to refinance a loan made by Bank of America, N.A. to World Travel, LLC, which will become a wholly owned subsidiary of Wynn Las Vegas prior to the consummation of this offering. The Bank of America loan is secured by an aircraft mortgage on World Travel's Bombardier Global Express aircraft and calls for 47 monthly principal payments of $158,333 commencing March 1, 2003 and the payment of the approximately $21.1 million remaining principal on March 1, 2007. See "Certain Relationships and Related Transactions—Aircraft Arrangements." World Travel intends to issue Wynn Las Vegas an intercompany note in the amount of the funds received by it to repay the Bank of America loan.

(4) Includes the amount owing pursuant to an annuity issued by ITT Sheraton in connection with the acquisition of a parcel of land in 1994. The annuity bears interest at an annual rate of 8% and requires payment of $5,000 per month until February 2009. Valvino assumed the obligations under the annuity in connection with its acquisition of the Desert Inn Resort & Casino.

(5) Represents obligations under our signed construction contracts with Marnell Corrao and Bomel Construction Company, Inc. We expect to sign additional contracts for the construction of Le Rêve. We expect to satisfy some of the payment obligations under these contracts using amounts borrowed under the long-term indebtedness shown above.

(6) Standby letter of credit for our owner-controlled insurance program.

Credit Facilities

Wynn Las Vegas, Wynn Resorts Holdings and Valvino have entered into a commitment letter with Deutsche Bank Securities Inc., Banc of America Securities LLC, Bear, Stearns & Co. Inc. and certain of their affiliates for a revolving credit facility of $750 million and a delay draw term loan facility of $250 million as part of the financing of Le Rêve. These lenders or their affiliates are also serving as joint book-running managers of this offering and Wynn Resorts' initial public offering. The revolving credit facility will mature on the sixth anniversary of the closing of the credit facilities. Borrowings under the delay draw term loan facility will be available for 27 months after the closing of the credit facilities and will be repayable in quarterly installments from the first full fiscal quarter after completion of Le Rêve until the seventh anniversary of the closing of the credit facilities in amounts to be determined. The credit facilities will close concurrently with the closing of this offering. All amounts outstanding under the credit facilities will bear interest, at our option (subject to certain limitations), at either (1) a base rate equal to the greater of the prime lending rate as stated in the British Banking Association Telerate page 5 and 0.5% in excess of the federal funds rate or (2) the Eurodollar rate, as determined by the administrative agent, in both cases plus certain margins. For each year after Le Rêve commences operations, we will be required to prepay borrowings under the credit facilities with a percentage of our excess cash flow (as it will be defined in the credit facilities), initially 75%, reducing to 50% and then to 0% as we meet certain leverage ratios. The availability of financing under the credit facilities is subject to certain conditions, including the negotiation and execution of definitive agreements, the progress of the construction and other customary funding conditions for facilities of this kind.

Subject to applicable laws, including gaming laws and certain agreed upon exceptions, the credit facilities will be secured by liens on substantially all of our assets that are necessary for the development, construction, or operation of Le Rêve, including the real property underlying Le Rêve and the golf course and the 20-acre parcel fronting Las Vegas Boulevard adjacent to the site of Le Rêve. For a description of the terms of the credit facilities, see "Description of Other Indebtedness—Credit Facilities."

FF&E Facility

Wynn Las Vegas' placement agent for the FF&E facility, Banc of America Leasing & Capital LLC, has received commitments from the lenders who will enter into the $188.5 million FF&E facility. The FF&E facility will provide financing or refinancing for furniture, fixtures and equipment to be used at Le Rêve. Wynn Las Vegas intends to use approximately $28.5 million of the FF&E facility to refinance a loan made by Bank of America, N.A. to World Travel by means of a loan to be evidenced by an intercompany note from World Travel, secured by an aircraft mortgage on World Travel's Bombardier Global Express aircraft, legal title to which is owned by a trust in which World Travel holds 100% of the beneficial interests. Valvino acquired World Travel from Mr. Wynn and has guaranteed the Bank of America loan. Valvino intends to contribute the equity interests it holds in World Travel to Wynn Las Vegas prior to the consummation of this offering. Wynn Las Vegas may use additional proceeds of the FF&E facility to finance up to 75% of the purchase price of other furniture, fixtures or equipment or refinance other furniture, fixtures or equipment purchased with proceeds of this offering or other funds. With respect to borrowings under the FF&E facility, Wynn Las Vegas will have the same interest rate elections and pricing at corresponding levels as under the credit facilities. Wynn Las Vegas may also use proceeds of the FF&E facility to refinance a replacement corporate aircraft, in which case Wynn Las Vegas would request the FF&E lenders to increase the total commitment under the FF&E facility by $10.0 million to $198.5 million. Entering into the FF&E facility is a condition to the consummation of this offering. For more information,

see "Use of Proceeds," "Certain Relationships and Related Transactions—Aircraft Arrangements" and "Description of Other Indebtedness."

Second Mortgage Notes

Wynn Las Vegas and Wynn Capital, each of which is an indirect subsidiary of Valvino, are jointly offering $340 million in aggregate principal amount of second mortgage notes as part of the financing for Le Rêve. The second mortgage notes will be secured by first priority liens on the account holding the proceeds of the second mortgage notes, by second priority liens on the assets that secure the credit facilities and by third priority liens on the assets that secure the FF&E facility, other than the aircraft-related collateral. For additional information about the terms of the second mortgage notes, see "Description of the Second Mortgage Notes."

Wynn Resorts and its domestic and foreign subsidiaries related to the Macau opportunity will not be guarantors and will not be subject to the covenants in the second mortgage notes or the credit facilities. However, Wynn Resorts itself may become a guarantor, but will not be bound by the covenants, under the second mortgage notes and the credit facilities, if Wynn Resorts incurs certain indebtedness in excess of $10 million in the aggregate or becomes a guarantor on other specified indebtedness, before we have achieved a total debt to earnings before interest, tax, depreciation and amortization ratio of 3.0 to 1.0 or less and a credit facilities rating of BB+ or higher by Standard & Poor's and Ba1 or higher by Moody's Investors Service, subject to certain limited exceptions. Similarly, if Wynn Resorts pledges assets to secure guarantees of other specified indebtedness prior to meeting prescribed leverage ratio and debt rating tests, then the second mortgage notes may be secured by comparable liens on the same Wynn Resorts' assets. The security interests in these assets may be released if the leverage ratio and debt ratings tests are subsequently met.

Release of Certain Collateral

The representatives for the lenders under our credit facilities and the trustee for the second mortgage notes may release the liens on the approximately 137-acre golf course parcel and related water rights. Our credit facility and indenture will provide that the liens will be released after the third anniversary of commencing operations at Le Rêve once we have achieved a total debt to earnings before interest, tax, depreciation and amortization ratio of 3.0 to 1.0 or less and if the credit facilities are rated BB+ or higher by Standard & Poor's and Ba1 or higher by Moody's Investors Service immediately after giving effect to the release.

Separately, under the credit facilities, certain portions of the golf course parcel will be released from the liens to permit residential or other non-gaming related development if we satisfy certain earnings before interest, taxes, depreciation and amortization targets for a period of four consecutive calendar quarters after Le Rêve opens, so long as the development or construction will not interfere with the use of the golf course and otherwise could not reasonably be expected to impair the overall value of Le Rêve. Upon release by the representative for the lenders under the credit facilities of these portions of the golf course, the trustee for the second mortgage note holders will automatically release their second priority liens on that property as well. In addition, the credit facilities and the indenture will provide that two acres of the golf course parcel will be released from the liens to permit the construction of a home for Mr. Wynn, so long as the construction will not interfere with the use of the golf course and otherwise could not reasonably be expected to impair the overall value of Le Rêve and Mr. Wynn pays us fair market value for the property.

Finally, the credit facilities will provide that the liens on the 20-acre parcel fronting Las Vegas Boulevard adjacent to the site of Le Rêve will be released by representatives for the lenders under the credit facilities if we meet certain earnings before interest, taxes, depreciation and amortization targets for four consecutive calendar quarters after the commencement of operations at Le Rêve. In addition, the representatives of the lenders, by action of a specified percentage of the lenders, may release the liens on the 20-acre parcel if we meet certain earnings before interest, taxes, depreciation and amortization targets for two consecutive calendar quarters after the commencement of operations at Le Rêve. Upon release in either such case by the representatives for the lenders, the trustee for the second mortgage note holders will automatically release their second priority liens on the 20-acre parcel. Upon release by the trustee and bank representative, the golf course parcel, or portions of such parcel, and the 20-acre parcel will not be available as security for the second mortgage notes or the indebtedness under the credit facilities. See "Risk Factors—Risks Related to the Offering and the Second Mortgage Notes—If earnings or leverage and ratings tests specified in the second mortgage notes indenture are met, the note holders' liens on some of the real property collateral will be released" and "—If the lenders under the credit facilities release their security interests in the Phase II land or in some portions of the golf course land, the second mortgage note holders' security interests in that land will be automatically released. The interests of the lenders may be different than those of the second mortgage note holders."

Restrictions on Disbursements

We intend to deposit all of the net proceeds from the offering of the second mortgage notes in a secured account pledged to the second mortgage note holders pursuant to an agreement with the trustee for the second mortgage note holders. Pursuant to the terms of the disbursement agreement, we are required to use a substantial portion of the cash equity contribution made to Wynn Las Vegas by Wynn Resorts before accessing the proceeds from the offering of the second mortgage notes. The disbursement agreement also requires us to use all of the proceeds from this offering of second mortgage notes before borrowing under the credit facilities or the FF&E facility. We do not expect to request disbursements of the second mortgage note proceeds until approximately ten to twelve months after the closing of this offering, and we do not expect to borrow under the credit facilities or the FF&E facility until approximately 16-19 months after the closing of this offering and after applying all of the proceeds of this offering towards the development and construction of Le Rêve.

Our ability to receive disbursements from time to time of the second mortgage note proceeds from the secured account and to borrow under the credit facilities and the FF&E facility will be, in addition to other customary conditions to funding for these types of facilities, subject to various conditions, including the following:

- there must be no default under the credit facilities, the FF&E facility or the indenture governing the second mortgage notes;
- the construction of Le Rêve must be "in balance," meaning that the undisbursed portions of the second mortgage note proceeds, the credit facilities and the FF&E facility, together with certain other funds available to us, must equal or exceed the remaining costs to complete Le Rêve's construction plus a required contingency;
- Le Rêve's construction must be in substantial conformity with the plans and specifications for the project as amended from time to time in accordance with the terms of the disbursement agreement;

- Wynn Las Vegas, Marnell Corrao, the lenders' independent construction consultant and certain other third parties must certify as to various matters regarding the progress of construction, as to the conformity of the portions of the project then completed with the plans and specifications and that the Le Rêve project will be completed by the scheduled completion date, which may be extended in accordance with the disbursement agreement, but not beyond September 30, 2005, except for certain limited permitted extensions due to force majeure events;

- Wynn Resorts and its principal stockholders must maintain in full force and effect the existing arrangements among Wynn Resorts' stockholders to facilitate obtaining the gaming license for the Le Rêve project in the event that one of Wynn Resorts' major stockholders is unable to qualify for such license;

- there must not have occurred any event that has caused or resulted in or could reasonably be expected to cause or result in a material adverse effect to the Le Rêve project, Wynn Las Vegas or Wynn Las Vegas and certain of its affiliates; and

- we and our general contractor must have entered into subcontracts in respect of specified percentages of the total construction cost of Le Rêve to be managed by each of us, which percentages are to be mutually agreed upon by us and the lenders under the credit facilities.

See "Risk Factors—Risks Associated with Our Construction of Le Rêve—There are significant conditions to the funding of the remaining components of the financing for the Le Rêve project." We expect that the funds provided by the sources described above and available cash will be sufficient to develop, construct and commence operations of Le Rêve and to pay interest on borrowings under the credit facilities, the FF&E facility and the second mortgage notes until the scheduled opening of Le Rêve, assuming there are no significant delay costs or construction cost overruns for which we are responsible. See "Risk Factors—Risks Associated with Our Construction of Le Rêve—The development costs of Le Rêve are estimates only, and actual development costs may be higher than expected." The disbursement agreement will contain conditions precedent to our entering into scope change orders that will increase or decrease the anticipated costs of the project. These conditions will require us to fund equity into an account subject to a security interest in favor of the lenders under the credit facilities and the holders of the second mortgage notes or to allocate realized cost savings then available under the project budget in an amount equal to the anticipated incremental cost of the change orders. In addition, if we do not complete construction of Le Rêve by the scheduled completion date, which may be extended in accordance with the disbursement agreement, but not beyond September 30, 2005, except for certain limited permitted extensions due to force majeure events, we will be in default under the credit facilities, the indenture governing the second mortgage notes and the FF&E facility, and the holders of our indebtedness will have the right to accelerate our indebtedness and exercise other rights and remedies against us, and against Wynn Resorts if Wynn Resorts becomes a guarantor of the indebtedness under the credit facilities and the second mortgage notes, or if liens on assets of Wynn Resorts secure the credit facilities or the second mortgage notes. See "Risk Factors—Risks Related to Our Substantial Indebtedness—We are highly leveraged and future cash flow may not be sufficient to meet our obligations, including our obligations under the second mortgage notes, and we might have difficulty obtaining more financing."

Initial Public Offering of Wynn Resorts

Concurrent with this offering, Wynn Resorts will offer shares of its common stock in an initial public offering with expected gross proceeds of approximately $450 million.

Other Liquidity Matters

Following the completion of Le Rêve, we expect to fund our operations and capital requirements from operating cash flow and borrowings under the revolving credit facility. Assuming that Le Rêve opens in April 2005, we expect that the aggregate principal amount outstanding under the credit facilities, the FF&E facility and the second mortgage notes will be approximately $1.5 billion. If completion of the project is delayed, then our debt service obligations accruing prior to the actual opening of Le Rêve will increase correspondingly. We cannot assure you, however, that our business will generate sufficient cash flow from operations or that future borrowings available to us under the credit facilities will be sufficient to enable us to service and repay our indebtedness and to fund our other liquidity needs. We may need to refinance all or a portion of our indebtedness on or before maturity and, if Wynn Resorts incurs indebtedness exceeding $10 million in the aggregate, or becomes a guarantor on other specified indebtedness to do this, subject to certain limited exceptions, it may be required to guarantee the second mortgage notes, the credit facilities and the FF&E facility. Similarly, if Wynn Resorts pledges assets to secure guarantees of other specified indebtedness prior to meeting prescribed leverage ratio and debt rating tests, then the credit facilities and second mortgage notes may be secured by liens on Wynn Resorts' assets. We cannot assure you that we will be able to refinance any of our indebtedness, including the credit facilities, the FF&E facility or the second mortgage notes on acceptable terms or at all. See "Risk Factors—Risks Related to Our Substantial Indebtedness—We may not generate sufficient cash flow to meet our substantial debt service and other obligations, including our obligations under the second mortgage notes."

A special purpose subsidiary of Wynn Las Vegas will be providing a $50 million completion guarantee in favor of the lenders under the credit facilities and the holders of the second mortgage notes to secure completion in full of the construction and opening of Le Rêve, including all furniture, fixtures and equipment, the parking structure, the golf course and the availability of initial working capital. Wynn Resorts will contribute $50 million of the net proceeds of its initial public offering to that subsidiary to support its obligations under the completion guarantee. These funds will be deposited into a collateral account to be held in cash or short-term highly rated securities, and pledged to the lenders under the credit facilities and the holders of the second mortgage notes as security for the completion guarantee. Pursuant to the disbursement agreement, these funds will become available to Wynn Las Vegas on a gradual basis to apply to the costs of the project only after fifty percent of the Le Rêve construction work has been completed. Upon the occurrence of an event of default under our credit facilities or the indenture governing the second mortgage notes, the lenders under our credit facilities or, if no amounts are outstanding under our credit facilities, the second mortgage note holders, will be permitted to exercise remedies against such sums and apply such sums against the obligations under their respective documents. After the completion and opening of Le Rêve, any amounts remaining in this account will be released to Wynn Resorts.

In addition, Wynn Resorts will contribute $30 million of the net proceeds of its common stock offering to Wynn Las Vegas to be held in a liquidity reserve account and pledged to the lenders under the credit facilities and the holders of the second mortgage notes to secure Wynn Las Vegas' obligation to develop and construct Le Rêve. Until the opening of Le Rêve, these funds may be applied to the costs of the project in accordance with the disbursement agreement. Upon the occurrence of an event of default under our credit facilities or the indenture governing the second mortgage notes, the lenders under our credit facilities or, if no amounts are outstanding under our credit facilities, the holders of the second mortgage notes, will be permitted to exercise remedies against such sums and apply such sums against

the obligations under their respective documents. Following the completion and opening of Le Rêve, these funds will be available to meet our debt service needs in connection with the operation of Le Rêve. Once we have met prescribed earnings before interest, taxes, depreciation and amortization targets for a period of four consecutive fiscal quarters after the opening of Le Rêve, any remaining funds will be used to reduce the outstanding balance of our revolving credit facility, but without reducing the revolving credit facility commitment.

New business developments or other unforeseen events may occur, resulting in the need to raise additional funds. For example, we continue to explore opportunities to develop additional gaming or related businesses in Las Vegas or other markets, whether through acquisition, investment or development. Any such development would require us to obtain additional financing. We may also decide to conduct any such development through Wynn Resorts or through a line of subsidiaries separate from the Le Rêve entities. In addition, Wynn Resorts' articles of incorporation provide that Wynn Resorts may redeem shares of its capital stock, including its common stock, that are owned or controlled by an unsuitable person or its affiliates to the extent a gaming authority makes a determination of unsuitability and orders the redemption, or to the extent deemed necessary or advisable by the board of directors. The redemption price may be paid in cash, by promissory note or both, as required by the applicable gaming authority and, if not, as Wynn Resorts elects. Any promissory note that Wynn Resorts issues to an unsuitable person or its affiliate in exchange for its shares may increase our debt to equity ratio and will increase our leverage ratio.

Quantitative and Qualitative Disclosures about Market Risk

Market risk is the risk of loss arising from adverse changes in market rates and prices, such as interest rates, foreign currency exchange rates and commodity prices. Our primary exposure to market risk will be interest rate risk associated with our revolving credit facility, delay draw term loan facility and FF&E facility, each of which will bear interest based on floating rates. We will attempt to manage our interest rate risk by managing the mix of our long-term fixed rate borrowings and variable rate borrowings. We are required to obtain interest rate protection through interest rate swap arrangements with respect to 50% of our term loans (including any revolving loans that may be converted into term loans). However, we cannot assure you that these risk management strategies will have the desired effect, and interest rate fluctuations could have a negative impact on our results of operations.

We do not use derivative financial instruments, other financial instruments or derivative commodity instruments for trading or speculative purposes.

Inflation

We believe that our results of operations do not depend upon moderate changes in the inflation rate.

Transactions with Related Parties

The financial statements of Valvino and its subsidiaries reflect certain transactions with related parties. Transactions with related parties, by their nature, may involve terms or aspects that differ from those that would have resulted from negotiations with independent third parties. See "Certain Relationships and Related Transactions."

BUSINESS

Overview

We are constructing and will own and operate Le Rêve, which we have designed to be the preeminent luxury hotel and destination casino resort in Las Vegas. Le Rêve will be located on the Las Vegas Strip on the site of the former Desert Inn Resort & Casino, at the northeast corner of the intersection of Las Vegas Boulevard and Sands Avenue, one-half block north of The Venetian and Treasure Island at The Mirage and across Las Vegas Boulevard from the Fashion Show Mall. We expect Le Rêve to feature approximately 2,700 luxurious guest rooms, a casually elegant approximately 111,000 square foot casino, 18 distinctive dining outlets, an exclusive on-site 18-hole championship golf course and a new water-based entertainment production.

Le Rêve is the concept of Stephen A. Wynn, one of Wynn Resorts' principal stockholders and its Chairman of the Board and Chief Executive Officer. Mr. Wynn previously was Chairman of the Board, President and Chief Executive Officer of Mirage Resorts and its predecessor from 1973 to 2000. In that role he was responsible for the development of some of the most successful, well-known casino-based entertainment resorts in the world, including Bellagio, The Mirage, Treasure Island at The Mirage and the Golden Nugget—Las Vegas in Las Vegas, Nevada, as well as the Atlantic City Golden Nugget in New Jersey and the Beau Rivage in Biloxi, Mississippi. At the time each of these resorts was completed, we believe that it was widely regarded as a significant major new attraction in its jurisdiction.

We expect Le Rêve, including the new golf course construction, to cost approximately $2.4 billion to design, construct develop, equip and open, including the cost of the land, capitalized interest, pre-opening expenses and all financing fees. We have scheduled ground-breaking to occur in October 2002, with an opening to the general public scheduled for April 2005.

Our Strategy

Showcase the "Wynn Brand." We believe that Mr. Wynn's involvement with Le Rêve provides a distinct advantage over other gaming enterprises in Las Vegas. We believe that Mr. Wynn is widely viewed as the premier designer, developer and operator of destination casino resorts in Las Vegas and, as such, has in effect developed a "brand name" status in the gaming industry.

While Mr. Wynn was Chairman of the Board of Mirage Resorts, he conceived of and oversaw the development and operation of some of the most successful, well-known casino-based entertainment resorts in the world, including Bellagio, The Mirage, Treasure Island at The Mirage, the Golden Nugget—Las Vegas in Las Vegas, Nevada, as well as the Atlantic City Golden Nugget in New Jersey and the Beau Rivage in Biloxi, Mississippi. Mr. Wynn served as Chairman of the Board, President and Chief Executive Officer of Mirage Resorts and its predecessor for 27 years, until 2000, when MGM Grand acquired Mirage Resorts for approximately $6.4 billion. The public filings and press releases of Mirage Resorts and MGM Mirage report that in fiscal year 1999, the last full year of Mr. Wynn's tenure with Mirage Resorts, the company had grown to own and operate eight hotel casino resort properties totaling 630,000 square feet of casino

gaming space and 16,577 hotel rooms that generated approximately $2.4 billion in revenue, $573 million in earnings before depreciation, interest, taxes and pre-opening costs and $110.4 million in net income.

In the major hotel destination casino resorts he has previously developed, Mr. Wynn has successfully employed a formula which integrates luxurious surroundings, upscale design,

distinctive entertainment and superior amenities, including fine dining and high-end retail offerings, to create resorts that appeal to a variety of customers, especially high-end customers. We believe that Le Rêve will be Mr. Wynn's most innovative work to date.

We believe that Le Rêve will set a new standard of luxury and elegance for destination casino resorts in Las Vegas, much as Bellagio, and before it, The Mirage, did when they were built by Mirage Resorts under the guidance of Mr. Wynn. The following chart compares certain features of The Mirage and Bellagio with the features and amenities that we anticipate Le Rêve will offer.

	The Mirage(1)	**Bellagio(1)**	**Le Rêve**
Year of Opening	1989(2)	1998(2)	April 2005
Approx. Property Acreage	83(3)	90	192(4)
Total Hotel Rooms (#)	3,044	3,005	Approx. 2,700
Approx. Total Casino Sq. Ft.	107,200	155,000	111,000
Table Games (#)	120	141	136
Slot Machines (#)	2,294	2,433	2,000
Restaurants (#)	14(5)	17(6)	18
Approx. Retail Sq. Ft.	35,000(2)	92,160(6)	77,500
Approx. Convention Sq. Ft. (Gross)(7)	170,000(8)	125,000(6)	223,000
Approx. Showroom Seating (#)	2,769(8)	1,800(6)	2,080
Entertainment/Attractions	• 54 ft. erupting volcano • Dolphin habitat • 100 ft atrium with tropical garden • Siegfried & Roy show • Shadow Creek golf course(9) • Danny Gans show	• Dancing fountains • "O" (Cirque du Soleil) • Botanical conservatory • Art gallery	• Franco Dragone's water-based entertainment production • Adjacent championship golf course • Atrium garden feature • Mountain/lake setting • Art gallery(10) • Ferrari/Maserati dealership(11)

(1) Unless otherwise indicated, the information provided for The Mirage and Bellagio is contained in the Annual Report on Form 10-K for the fiscal year ended December 31, 2001 filed by MGM Mirage.
(2) As reported in the Annual Report on Form 10-K for the fiscal year ended December 31, 1998 filed by Mirage Resorts.
(3) As reported in the Annual Report on Form 10-K for the fiscal year ended December 31, 1992 filed by Mirage Resorts. This number does not include Shadow Creek, an off-site golf course.
(4) Le Rêve is located on an approximately 55-acre parcel of the property. The golf course will occupy approximately 137 acres of the property. This number does not include our parcel of approximately 20 acres currently used for our corporate offices, pre-opening activities, recruiting and employment purposes and employee parking.
(5) Based on information provided by The Mirage on May 23, 2002.
(6) Based on information provided by Bellagio on May 23, 2002.
(7) Includes circulation (corridors) and patio space.

(8) Based on information located at www.mirage.com as of May 23, 2002.
(9) Shadow Creek golf course is located off-site approximately twelve miles from The Mirage.
(10) Featuring works from The Wynn Collection.
(11) We are in the process of seeking a zoning ordinance amendment to permit us to operate the dealership at the Le Rêve site.

Create a "Must-Visit" Destination Casino Resort on the Las Vegas Strip. We believe that Le Rêve will represent a natural extension of the concepts Mr. Wynn has utilized in developing other major destination casino resorts. Following Mr. Wynn's formula, we plan to draw customers to Le Rêve by offering high-quality, non-gaming amenities such as fine dining, premier retail shopping and distinctive entertainment in intimate, luxurious surroundings. Le Rêve will have a sophisticated, casually elegant ambience rather than being focused on a highly themed experience like many other hotel casino resorts on the Las Vegas Strip. We believe that, over time, Le Rêve's more generally themed casually elegant environment, together with its high-quality amenities, superior level of service and distinctive attractions, will have greater lasting appeal to customers than a resort with a particular theme and numerous attractions based on that theme.

We will seek to differentiate Le Rêve from other major Las Vegas resorts by concentrating on our fundamental elements of design, atmosphere, personal service and level of luxury. Le Rêve will offer our guests lush landscaping and tiered waterfalls, an approximately three-acre lake in front of the hotel that guests can view only after entering the property and an arc-shaped hotel tower instead of the three-pointed "Y" and four-pointed "X" configurations that have become commonplace among Las Vegas hotel casino resorts. We believe that the elegance of Le Rêve, and its convenient location on the Las Vegas Strip, will appeal to a variety of market segments, including high-end, casino, convention, leisure and tour and travel customers.

Open the First New Major Hotel Casino Resort on the Las Vegas Strip in Almost Five Years. Although a number of hotel casino resorts have announced or begun construction of expansion projects that will add to the number of hotel rooms on the Las Vegas Strip, we are not aware of any other major new hotel casino resort that plans to open on the Las Vegas Strip before Le Rêve. Therefore, at the time of Le Rêve's planned opening in April 2005, we believe that it will have been almost five years since a major new hotel casino resort opened on the Las Vegas Strip. As a result, we expect that there will be a high level of

anticipation for Le Rêve. We intend to capitalize on this high level of anticipation, as well as the tendency of customers in the Las Vegas market to gravitate toward new attractions and locations. When Bellagio opened in 1998 there was widespread publicity in newspapers, radio and other media outlets. We anticipate that publicity regarding Le Rêve's opening will be comparable.

Provide an Experience of the Highest Standard of Luxury in an Atmosphere of Casual Elegance. We are designing Le Rêve to appeal to upscale clientele looking for a first-class environment of elegance, sophistication and luxury. We will seek to attract a range of customers, including middle market customers and high-roller and premium gaming patrons, by providing guests with a premium level of luxury, amenities and service.

We believe that the key elements of our approach, as currently planned, include:

- Providing hotel guests with what we believe will be the most luxurious hotel resort environment on the Las Vegas Strip, including richly furnished standard guest rooms consisting of approximately 620 square feet, which we believe are larger than standard rooms generally available on the Las Vegas Strip, elegantly appointed suites beginning at approximately 1,250 square feet, fairway lanai suites beginning at approximately 2,200 square feet and six large villas averaging approximately 7,000 square feet;

- Offering a casually elegant casino featuring an estimated 2,000 slot machines and 136 table games with gaming limits to accommodate a full range of casino customers;
- Providing an intimate setting by minimizing walking distances throughout the hotel with a well-designed, organized floor plan intended to facilitate guest orientation and familiarity with the property;
- Featuring a tree-lined, manmade "mountain" approximately eight stories tall along Las Vegas Boulevard enclosing the area in front of the hotel, including an approximately three-acre manmade lake, to create an intimate environment for our guests;
- Offering extensive recreational facilities and amenities for guests, such as a newly constructed Tom Fazio/Steve Wynn-designed, exclusive 18-hole championship golf course on the premises which will only be open to hotel guests;
- Offering an estimated 18 dining outlets, including six fine-dining restaurants, one of which will feature cuisine by Daniel Boulud of New York's DANIEL and Café Boulud restaurants;
- Featuring at Le Rêve's approximately 2,080-seat showroom a new water-based entertainment production developed by Franco Dragone, the creative force behind Bellagio's production of "O," Treasure Island at The Mirage's production of "Mystère" and Celine Dion's new production at Caesars Palace's "Colosseum," which is expected to open in the first quarter of 2003;
- Offering an on-site, full-service Ferrari and Maserati dealership;
- Offering an art gallery displaying works from The Wynn Collection, which at various times has included works by such masters as Paul Cézanne, Paul Gaugin, Édouard Manet, Henri Matisse, Amedeo Modigliani, Claude Monet, Pablo Picasso and Vincent Van Gogh;
- Providing a high level of guest service at Le Rêve that we believe will surpass that offered at any other destination casino hotel in Las Vegas; and
- Offering our guests easy access to premium shopping either at Le Rêve or across the street at the newly expanded and renovated Fashion Show Mall.

Appeal to "High-Roller" and Premium Gaming Patrons. We believe that the premium level of luxury, sophistication and service we intend to offer at Le Rêve, together with Mr. Wynn's experience and reputation in building and operating premier Las Vegas destination casino resorts, will appeal to high-roller international and domestic gaming patrons. In addition to the main casino, Le Rêve will offer a baccarat salon and private high-limit gaming rooms designed to create a sense of comfort and exclusivity for high-end gaming customers. In addition to standard hotel guest rooms, Le Rêve plans to offer approximately 290 suites and six villas, all elegantly decorated and furnished.

We also expect to capitalize on the substantial network of international and domestic high-roller and premium customers who are familiar with Mr. Wynn from his tenure at Mirage Resorts. We believe that in operating some of the signature properties in Las Vegas, Mr. Wynn has developed a high degree of customer recognition and guest loyalty and therefore believe that Le Rêve will attract wealthy international and domestic gaming customers. We believe that Mr. Wynn's reputation will attract experienced, high-level international and domestic casino marketing executives. We plan to have marketing executives located in local offices in Tokyo, Hong Kong, Macau, Singapore, Taiwan, Europe, New York and southern California, as well as independent marketing representatives in major U.S. and foreign cities. Mr. Wynn is

not bound by any non-competition or non-solicitation agreements with MGM Mirage arising out of the acquisition of MGM Grand's acquisition of Mirage Resorts.

Generate Substantial Revenue from Le Rêve's Non-Gaming Amenities. We have planned Le Rêve as a luxury destination resort with amenities designed to generate substantial non-gaming revenue. We expect Le Rêve's superior non-gaming amenities outlined above to provide for a substantial portion of our overall revenue.

Capitalize on the Attractive Location of Le Rêve.

Extensive Frontage on the Las Vegas Strip. Le Rêve will be located on the Las Vegas Strip at the site of the former Desert Inn Resort & Casino on the northeast corner of the intersection of Las Vegas Boulevard and Sands Avenue. Le Rêve will have approximately 1,350 feet of frontage on the Las Vegas Strip and will be located near some of the most visited hotel casino resorts and attractions on the Las Vegas Strip, including Bellagio, Caesars Palace, The Mirage, Treasure Island at The Mirage and The Venetian.

The Le Rêve site consists of approximately 55 acres of land, where the hotel complex will be built, and approximately 137 acres of land behind the hotel site on which the new golf course will sit. In addition, the site includes a 20-acre parcel fronting Las Vegas Boulevard adjacent to Le Rêve. In total, the Le Rêve site consists of 212 acres. The back of the Le Rêve property runs along Paradise Road, a major artery in the resort corridor that leads directly to and from McCarran International Airport. Le Rêve will be conveniently accessible in an average of approximately four minutes from the Spring Mountain Road exit off of Interstate 15, and in an average of approximately ten minutes from McCarran International Airport.

Proximity to the Las Vegas Convention Center and the Sands Expo and Convention Center. According to Tradeshow Week 200, Las Vegas was the most popular trade show destination in the United States in terms of net square footage and number of Tradeshow Week 200 shows in 2001 and one of the most popular convention destinations in the United States. Le Rêve will be across the street from two of the nation's largest convention centers, the Las Vegas Convention Center and the Sands Expo and Convention Center.

The Las Vegas Convention Center contains approximately 3.2 million square feet of convention space. According to the Las Vegas Convention and Visitors Authority, approximately 1.3 million visitors attended trade shows and conventions at the Las Vegas Convention Center during 2001. We anticipate that the Las Vegas Convention Center will be accessible from Le Rêve by a pedestrian crossing at Paradise Road. In addition, the Las Vegas Monorail Company is constructing a monorail station at the intersection of Desert Inn Road and Paradise Road which will meet the pedestrian crossing. We anticipate that our free shuttle service, which will run along the north perimeter of the golf course, will provide convention and trade show attendees and other Le Rêve visitors with quick and convenient transportation to and from the convention center. We believe that this will be attractive to convention and trade show visitors who will not need to wait in long lines for taxicabs and can avoid traffic congestion around the Las Vegas Convention Center in traveling to or from Le Rêve.

To the south, Le Rêve will be directly across Sands Avenue from the approximately 1.2 million square foot Sands Expo and Convention Center. This complex will be within a short walking distance from Le Rêve's Sands Avenue entrance and we anticipate that the Sands Expo and Convention Center will be accessible from Le Rêve by a pedestrian bridge which we understand Clark County plans to build. According to the public filings of Las Vegas Sands, Inc., an affiliate of the owner of the Sands Expo and Convention Center, approximately 1 million visitors attended trade shows and conventions at the Sands Expo and Convention Center during 2001.

We believe that Le Rêve's proximity to these trade show and convention facilities will make Le Rêve particularly attractive to business customers who attend trade shows and conventions. We expect these customers to be a source of room demand for Le Rêve during mid-week periods when room demand by leisure travelers is typically lower. Because of this source of room demand, we believe that we will be able to charge higher mid-week room rates than those of other Las Vegas Strip hotels.

Proximity to the Fashion Show Mall. Le Rêve will be directly across Las Vegas Boulevard from The Rouse Company's Fashion Show Mall. We anticipate that Le Rêve will be connected to the mall by a pedestrian bridge which we understand Clark County plans to build. The Fashion Show Mall contains premium retail stores and anchor tenants such as Neiman Marcus, Saks Fifth Avenue and Macy's and is currently undergoing a substantial remodeling and expansion program, which is expected to be completed by October 2003. When the remodeling and expansion are completed, the Fashion Show Mall is expected to house a number of new stores, including Nordstrom, Lord & Taylor and Bloomingdale's Home & Furniture. We anticipate that the proximity of the Fashion Show Mall to our retail shops will draw significantly more shoppers to the area.

Capitalize on Our Experienced Management and Design Teams. The members of our management team have extensive experience in developing and operating large-scale hotels and casinos, and many of them worked with Mr. Wynn at Mirage Resorts. In addition to Wynn Resorts' executive officers, each of whose background is described in "Management," our management team includes:

- Rob Oseland, who is Chief Operating Officer of Wynn Las Vegas and previously served as Vice President of Slot Operations of Bellagio;
- Linda Chen, who is Executive Vice President of Wynn Las Vegas and previously served as Executive Vice President of Far East Marketing of MGM Grand;
- Doreen Whennen, who is Vice President—Hotel Operations of Wynn Las Vegas and previously served as Vice President of Hotel Operations of The Mirage Casino-Hotel;
- Kevin Stuessi, who is Vice President—Food & Beverage of Wynn Las Vegas and previously served as Vice President of Food Service Planning of Mirage Resorts;
- Karen Bozich, who is Vice President—Chief Information Officer of Wynn Las Vegas and oversaw the information systems requirements for the design, building and opening of Bellagio and Beau Rivage;
- Pete Lexis, who is Vice President—Customer Development of Wynn Las Vegas and previously served as Vice President of Casino Marketing of the Desert Inn; and
- Allen McNeary, who is Vice President—Retail Operations of Wynn Las Vegas and was previously a principal at Dembart-McNeary Group, a brand development consultancy and held management positions at several Fortune 500 brand marketing companies.

In addition, the members of our design team have extensive experience in designing, constructing and completing major hotel casino resorts. See "—Design and Construction Team."

We believe that the experience, talent and commitment of the members of our management and design teams provide a substantial competitive advantage.

Carefully Manage Construction Costs and Risks. Wynn Design & Development, a wholly owned subsidiary of Valvino, is responsible for managing construction costs and risks

associated with the project. Marnell Corrao will be the builder and general contractor for Le Rêve. Marnell Corrao has extensive experience in building large Las Vegas destination resorts, including Bellagio, The Mirage, Treasure Island at The Mirage and New York-New York Hotel and Casino. We expect the total development cost of Le Rêve to be approximately $2.4 billion, including the cost of the land, capitalized interest, pre-opening expenses and all financing fees. Of that amount, the design and construction costs are estimated to be approximately $1.4 billion. We have entered into a guaranteed maximum price construction contract covering approximately $919 million of the budgeted construction cost. The guaranteed maximum price is subject to increases because of, among other things, scope changes to the project. Plans for a substantial portion of the budget for this contract have not been finalized. We plan to implement specific mechanisms that are intended to reduce the risk of construction cost overruns and delays, including:

- a $150 million contractor performance and payment bond securing Marnell Corrao's obligations under the construction contract;
- a guaranty by Marnell Corrao's parent company, Austi, of Marnell Corrao's full performance under the construction contract until final payment under that contract;
- a $50 million completion guarantee in favor of the lenders under the credit facilities and second mortgage note holders by a special purpose subsidiary of Wynn Las Vegas, which completion guarantee will be secured by $50 million of the proceeds of Wynn Resorts' common stock offering contributed to the subsidiary and deposited in a collateral account and pledged to the lenders under the credit facilities and second mortgage note holders, to be applied to the costs of the project in accordance with disbursement agreement;
- a liquidity reserve account to be held by us which will be funded by $30 million of the net proceeds of Wynn Resorts' common stock offering pledged to the lenders under the credit facilities and second mortgage note holders to secure Wynn Las Vegas' obligation to develop and construct Le Rêve and to be applied to the costs of the project in accordance with the disbursement agreement;
- a $34.3 million owner's contingency that we may use, subject to the limitations set forth in the disbursement agreement, to cover owner-created delays and owner-originated changes in the scope of the work and other cost overruns;
- a liquidated damages provision requiring Marnell Corrao to pay us $300,000 for each day the completion of construction is delayed, following a five-day grace period and subject to force majeure and other permitted extensions, up to a maximum amount of $9 million; and
- anticipated remaining availability of approximately $33.8 million under Wynn Las Vegas' revolving credit facility that may be used to pay interest under the credit facilities and the second mortgage notes and other financing fees if completion is delayed.

We have entered into a separate design/build contract with Bomel Construction Company, Inc. for the design and construction of the parking structure. Bomel has extensive experience constructing parking structures, including garages at Paris Las Vegas, Green Valley Ranch Station and The Palms Casino Resort. We are currently soliciting bids for construction of the new golf course and expect to award the contract in the fourth quarter of 2002. We expect that the newly constructed golf course will be available for play when Le Rêve opens.

Benefit from the Significant Equity Investment. We will have a significant cash equity capitalization for the development of Le Rêve. From inception through the completion of Le

Rêve, we expect to have received a total of approximately $937 million in cash equity, which represents approximately 40% of the total project costs. The $937 million derives from equity contributions from the prior members of Valvino and $374.7 million of the net proceeds of the concurrent initial public offering by Wynn Resorts. To date, Mr. Wynn has invested approximately $175 million in cash equity, which demonstrates his commitment to the Le Rêve project.

The Le Rêve Resort

Features of the Le Rêve Project

As noted elsewhere in this prospectus, although we have determined the overall scope and general design of Le Rêve, we will continue to evaluate the Le Rêve project design in relation to its construction schedule and budget and the demands of the Las Vegas tourism and gaming market. All of the features of Le Rêve described in this prospectus are based on our current plans for the project, and, therefore, the design of individual elements of Le Rêve may be refined from the descriptions contained in this prospectus; however, project changes are limited in certain respects by the documents governing our indebtedness.

The Hotel. We have designed Le Rêve's hotel tower to contain 45 floors of hotel rooms and suites on top of a three-story low-rise building housing restaurants, retail outlets and the casino. The building will have a total area of approximately 5.2 million square feet. The high-rise building is configured in the shape of a gentle arc with the focal point of the tower being the Le Rêve lake, an approximately three-acre manmade lake situated in front of the hotel, and the manmade "mountain" in front of the lake along the Las Vegas Strip. We are designing the Le Rêve lake and "mountain" to provide special effects intended to entertain our guests and the pedestrians who come to our hotel and casino.

The Le Rêve hotel guest main arrival area will feature an atrium garden adjacent to the registration desk with a view of the Le Rêve lake below. We are designing Le Rêve to provide an intimate setting by minimizing walking distances throughout the hotel with a well-designed, organized floor plan to facilitate guest orientation and familiarity with the property. On average, we expect that walking distances from the registration hosts to the guest elevators will be only approximately 460 feet. Comparative distances at The Venetian, Bellagio and The Mirage are approximately 530 feet, approximately 545 feet and approximately

570 feet, respectively. Once the guests arrive on their floor, we expect that the maximum walking distance to the most remote guest room will be approximately 240 feet, as compared to similar hotels such as Bellagio, The Mirage, Treasure Island at The Mirage and The Venetian at approximately 360 feet.

The Guest Rooms. We intend to decorate our approximately 2,400 standard guest rooms with sophisticated interior design elements and materials. The standard guest rooms have been designed to have a floor layout of approximately 620 square feet, which is approximately 100 to 125 square feet more than the industry standard for a standard guest room. The arc-shaped design of our high-rise building will provide rooms with a view of the golf course, lake and "mountain" setting, or the surrounding mountains and has enabled us to design these rooms with widened entryways consisting of six-foot wide marble foyers. All standard rooms will have views of either the golf course or Las Vegas Boulevard and also are expected to have large working desks equipped with convenient and accessible electrical outlets. Additionally, we expect that each guest room will have a dedicated high-speed Internet connection utilizing state-of-the-art broadband connections that, for an additional fee, can be upgraded for in-room wireless Internet access with an adapter. Generally, this type of broadband connection currently is not available in the guest rooms of other hotels in Las Vegas. We expect that standard room bathrooms will have an oversized countertop, double sinks, a makeup area and television, a glass shower enclosure, a separate toilet compartment and a bathtub for two.

We also plan for Le Rêve to provide single and multiple bedroom luxury suites with superior amenities and furnishings designed to accommodate high-end hotel guests. Le Rêve expects to offer 270 parlor and salon suites (beginning at approximately 1,250 square feet) located in the tower of the hotel high-rise building and 18 to 21 one- and two-bedroom fairway lanai suites (beginning at approximately 2,200 square feet) located on the east side of the low-rise complex overlooking the golf course. The high-rise suite area will be separated from the standard guest rooms on each floor by a glass door, effectively creating a separate but adjoining "suite tower" accessible only to suite occupants. Occupants of the suites can also make use of a special hotel garden entrance to the hotel, located off of the south porte cochere VIP arrival area, as well as an exclusive elevator for the suites. The suites will be conveniently located near the casino and some of the fine-dining restaurants.

We believe that we have designed these elegant and spacious suites to satisfy the expectations of the highly sought-after international gaming customer. The salon suites' living rooms and bedrooms are designed to have views overlooking the Las Vegas Strip or Las Vegas' surrounding geography. We plan for each salon suite to feature a luxurious lounge area with a media center, adjacent dining or conference area, wet bar and oversized bathroom.

We believe that the location of our lanai suites on the golf course fairway will be especially attractive to our VIP gaming customers and hotel guests who desire the peace and privacy of staying in more secluded living quarters detached from the main hotel complex. The 18 to 21 fairway lanai suites will be situated in a three-story structure and will be conveniently located near our four swimming pools. We plan for each of our fairway lanai suites to have its own private patio overlooking the golf course and will include programmable guestroom controls to accommodate many of the native languages of our hotel guests. We believe that each of our suites will be decorated and furnished to satisfy the most discriminating tastes and clientele.

We also plan to offer four two-bedroom and two four-bedroom villas located in the low-rise structure of our hotel. Our villas will average approximately 7,000 square feet. Our villas will be accessible via a private entry located off of the south porte cochere VIP arrival area and will be conveniently located close to our retail stores and fine-dining restaurants.

The Casino. We expect Le Rêve to have an approximately 111,000 square foot casino located in the center of the first level of the low-rise building. Le Rêve's casino will be designed with a feeling of casual elegance and color palettes that complement Le Rêve's resort setting. We have planned the casino to have a well-organized floor plan and well-defined pathways that will allow our patrons easy access to the casino. The casino's main gaming area will contain an estimated 136 table games and 2,000 slot machines, a race and sports book, poker room and keno lounge. Our gaming limits will accommodate a full range of casino customers. In addition, Le Rêve will have a baccarat salon and private gaming rooms with direct access from the "suite tower." We plan for each private gaming room to be elegantly appointed with its own private dining room and patio terrace overlooking Le Rêve's pools. We will market the casino directly to gaming customers using database marketing techniques, slot clubs and traditional incentives, such as reduced room rates and complimentary meals and suites. We will offer high-roller gaming customers premium suites and special hotel services.

The Golf Course. We plan to construct a world-class, 18-hole championship golf course at the site of the former Desert Inn golf course. Based on current publicly available plans, when Le Rêve opens, we believe this golf course will be the only golf course on the site of a hotel casino resort on the Las Vegas Strip. Tom Fazio and Mr. Wynn, the designers of the

Shadow Creek golf course owned by MGM Mirage, have designed Le Rêve's golf course, which will be accessible only to hotel guests of Le Rêve. We expect that the golf course will feature three lakes and a series of meandering streams that will carve their way from the west to east end of the property. We have designed the golf course with dramatic elevation changes and plan to include water on almost every hole. Unlike other courses available to Las Vegas visitors, Le Rêve's golf course will be adjacent to the hotel and will be visible from the windows of many of Le Rêve's meeting and convention rooms. We expect that the golf course will be available for play when Le Rêve opens.

Restaurants, Lounges, Bars and Nightclub. We plan to offer 18 food and beverage outlets, including six fine-dining restaurants and an approximately 600-seat buffet. We plan to follow the approach Mr. Wynn utilized at Mirage Resorts in seeking to persuade signature chefs to either move to Las Vegas or open second versions of restaurants that are well-known in other cities. In July 2002, Wynn Las Vegas entered into a restaurant management agreement with Dinex Management, LLC to provide the cuisine and services of Daniel Boulud, who was named "Chef of the Year" by *Bon Appetit Magazine* in 1999, and is known for his New York restaurants, DANIEL and Café Boulud. DANIEL was awarded four stars by the New York Times in 2001, was rated one of the ten best restaurants in the world by *The International Herald Tribune* in 1993 and received *Gourmet Magazine's* "Top Table" award in 1997.

We plan to engage a number of well-known interior designers to decorate and stylize Le Rêve's numerous restaurants. We expect Le Rêve to offer a full complement of lounges and bars and a nightclub. We have planned for several of our restaurants to overlook the Le Rêve lake and will offer outdoor lounges and/or dining areas.

The Showroom. Le Rêve's showroom will be customized to accommodate the unveiling of Franco Dragone's new water-based entertainment production. Mr. Dragone is the creative force behind Bellagio's production of "O" and Treasure Island at The Mirage's production of "Mystère," as well as Celine Dion's new

production at the approximately 4,000-seat performing arts "Colosseum" currently being constructed by Caesars Palace and scheduled for completion in the first quarter of 2003. "O" and "Mystère" reportedly have been consistently sold out since opening.

The showroom will seat approximately 2,080 guests and will feature an approximately 1,000,000 gallon performance pool. The seating for the showroom is designed to extend around the performance area a full 360 degrees and to be suspended over the performance pool with no seat farther than approximately 42 feet from the performance area.

The Art Gallery. Le Rêve will also offer an art gallery displaying rare paintings from The Wynn Collection. The Wynn Collection consists of works from 19th and 20th century European and American masters, and at various times has included works by Paul Cézanne, Paul Gaugin, Édouard Manet, Henri Matisse, Amedeo Modigliani, Claude Monet, Pablo Picasso and Vincent Van Gogh. Several of these paintings were on display at Bellagio before MGM Grand's acquisition of Mirage Resorts. Subject to certain notice restrictions, Mr. and Mrs. Wynn will retain the right to remove or replace any or all of the works of art that will be displayed in the art gallery. We will lease The Wynn Collection from Mr. and Mrs. Wynn. We will be obligated to pay a monthly payment equal to one-half of the gross revenue, as calculated under the agreement, received by the gallery each month, less direct expenses, subject to a monthly cap. However, if there is a loss in any particular month, as calculated under the agreement, Mr. and Mrs. Wynn will be obligated to reimburse us the amount of the loss. After specified notice periods, we or Mr. and Mrs. Wynn may terminate this lease. See "Certain Relationships and Related Transactions—Art Gallery."

The Ferrari and Maserati Dealership. We have entered into letters of intent with Ferrari North America, Inc. and Maserati North America, Inc. to open an authorized on-site, full-service Ferrari and Maserati dealership. We expect that our franchises will include a service and maintenance facility, as well as a café and retail store. Currently, there are only 29 Ferrari dealerships in the United States and we expect ours to be the first in Nevada. The dealership will be located near the main entrance to the hotel.

The letters of intent, as amended, require us to submit designs and plans for the dealership to Ferrari North America and Maserati North America for approval and to satisfy certain financing and other ongoing conditions, including minimum working capital and net worth requirements. The letters of intent also require us to provide quarterly updates as to the status of construction of Le Rêve and to continuously meet all capital, facility, personnel, customer satisfaction and operational standards of Ferrari North America and Maserati North America. If we are approved to operate the franchises, Ferrari North America and Maserati North America will have first and senior priority security interests in their respective franchises. Under these letters of intent, we are required to notify Ferrari North America and Maserati North America at least sixty days prior to the sale of any of our stock by Mr. Wynn and, if practicable, by Aruze USA. If advance notification is not practicable, we must notify Ferrari North America and Maserati North America promptly after we learn of any sale of our stock by Aruze USA. Under these letters of intent, Mr. Wynn may not hold less than 50% of the voting power of our issued and outstanding voting stock without the prior written approval of Ferrari North America and Maserati North America. For the purpose of this requirement, under the letters of intent, Mr. Wynn is considered to hold all shares subject to the voting agreement contained in the stockholders agreement, including shares held by Aruze USA. Mr. Wynn currently meets and, upon the completion of this offering, is expected to meet, this requirement. Under these letters of intent, we are also required, barring any unforeseen delays in the construction of Le Rêve, to commence dealership operations by December 31, 2004. If we are unable to open our permanent dealership by this date, it is currently contemplated that we may open a temporary dealership. For more information about the stockholders agreement between Mr. Wynn, Aruze USA and Baron Asset Fund, see "Certain Relationships and Related Transactions—Stockholders Agreement" and "Ownership of Capital Stock."

We are in the process of seeking a zoning ordinance amendment to permit us to operate the dealership at the Le Rêve site. Under the letters of intent, we are required to (1) file a petition with Clark County for the amendment of the applicable land use ordinance by December 1, 2002, (2) file, as soon as possible after the amendment of the land use ordinance, the necessary application for land use approval and (3) obtain both the ordinance amendment and the land use approval no later than October 1, 2003.

Retail Space. We expect that Le Rêve will contain approximately 77,500 square feet dedicated to retail shops. We expect to lease approximately eight of the shops to tenants operating boutiques, including brand name and high-end boutiques. We plan to operate the remaining approximately 18 stores, including a golf shop and other shops selling, among other things, men's clothing, women's apparel and accessories, art, watches, sundries and proprietary Le Rêve products.

The Spa, Salon and Fitness Complex. We plan to own and operate an approximately 38,000 square foot world-class spa, salon and fitness complex offering high-end spa treatments and fitness equipment and custom label and branded skin and body treatment products, as well as clothing, accessories, and athletic wear.

Swimming Pools. Le Rêve will offer its guests four outdoor swimming pools and two whirlpool spas. Two swimming pools will be dedicated for the exclusive use of our suite guests. All of the pool areas will feature private cabanas and lush landscaping.

Convention, Meeting and Reception Facilities. Le Rêve expects to feature approximately 223,000 square feet of convention, meeting and reception space (including corridors and patio space), including a grand ballroom, a junior ballroom and meeting rooms with outdoor patios overlooking either the pool area or the golf course, as well as boardrooms and a business center. Covered patios off of the meeting rooms will be available as pre-function or break-out areas.

The Wedding Chapels. Le Rêve will include two intimate wedding chapels that we expect will accommodate 60 guests each.

Parking. Our north parking garage, which will have easy access to our hotel, will provide approximately 1,840 parking spaces for our guests and other visitors. The second level of the north parking garage will connect to a retail promenade that will lead to our casino. We will have two levels of valet parking under the hotel and a separate parking area for employees located on the 20-acre parcel next to the Le Rêve. In total, we expect that there will be approximately 4,050 parking spaces available to guests and employees of Le Rêve.

Design and Construction Team

Valvino's subsidiary, Wynn Design & Development, together with Stephen A. Wynn, is designing Le Rêve. Wynn Design & Development, which will supervise construction of Le Rêve, is comprised of a highly qualified team of specialists with an impressive track record in designing, constructing and

completing major hotel casino resorts. The Wynn Design & Development team includes:

- *Kenneth R. Wynn, President*. Kenneth R. Wynn will be supervising the construction, architectural and interior design and purchasing for Le Rêve. Kenneth R. Wynn previously served as President of Atlandia Design & Furnishings, Inc., then a wholly owned subsidiary of Mirage Resorts, where he directly supervised the construction, architecture, interior design and purchasing departments, as well as outside contractors and consultants, for all of Mirage Resorts' new construction and remodel projects, including Bellagio, The Mirage, Treasure Island at The Mirage and Golden Nugget—Las Vegas.

- *W. Todd Nisbet, Executive Vice President*—Project Director. Mr. Nisbet will be supervising the construction of Le Rêve. Mr. Nisbet has over 15 years of experience in the construction industry through his employment by Marnell Corrao, where he had direct supervisory capacity over the construction of Bellagio, Treasure Island at The Mirage, projects at The Mirage, such as the expansion of the convention center, the volcano upgrade and the high limit slot area, and the expansion of the north casino at Caesars Palace.

- *DeRuyter O. Butler, Executive Vice President—Architecture*. Mr. Butler has been employed by Atlandia Design & Furnishings or Wynn Design & Development for nearly 20 years. Mr. Butler directly supervised the architectural design of major hotel casino resorts such as Bellagio, The Mirage, Treasure Island at The Mirage and the Golden Nugget—Las Vegas.

- *Roger P. Thomas, Executive Vice President—Design*. Mr. Thomas, who served as Senior Vice President—Design for Atlandia Design & Furnishings for over 15 years, was

responsible for the interior design of The Mirage, including the standard rooms, suites and villas, the spa and salon, the Siegfried & Roy and Danny Gans showrooms and the expansion of the convention center. In addition, Mr. Thomas was responsible for the interior design of Bellagio and the Golden Nugget—Las Vegas and much of the interior design at Treasure Island at The Mirage, including redecoration of the original tower, the casino and the lobby.

- *Janellen Sachs Radoff, Vice President—Design*. Ms. Radoff held the position of Executive Designer at Atlandia Design & Furnishings for almost 15 years and has over 25 years of experience in interior design. Ms. Radoff worked with Mr. Thomas to create the interior design of major hotel casino resorts projects such as Bellagio, The Mirage and the Golden Nugget—Las Vegas.

Construction Schedule and Budget

We have scheduled groundbreaking for Le Rêve to occur in October 2002, with an opening to the general public scheduled for April 2005.

Wynn Design & Development, a wholly owned subsidiary of Valvino, is responsible for the design and architecture of Le Rêve (except for the showroom, the golf course and the parking garage) and for managing construction costs and risks associated with the Le Rêve project. Nevada law requires that a firm licensed as a professional architectural organization certify architectural plans. These architectural services for the Le Rêve project will be provided by the firm of Butler/Ashworth Architects, Ltd., LLC. The principals of the Butler/Ashworth firm are DeRuyter O. Butler and Glen Ashworth, both of whom are employees of Wynn Design & Development. Mr. Butler is Executive Vice President of Wynn Design & Development. Wynn Design & Development is the only client of the Butler/Ashworth firm and pays the salaries and benefits of Messrs. Butler and Ashworth. Neither we nor Mr. Wynn has an ownership interest in Butler/Ashworth.

We expect the total development cost of Le Rêve to be approximately $2.4 billion, including the budgeted design and construction costs, cost of the land, capitalized interest, pre-opening expenses and all financing fees. The required cash interest payments and commitment fees on the credit facilities, the FF&E facility, the second mortgage notes and any other indebtedness and obligations of ours which will be due before the estimated commencement date of operations of Le Rêve have been included in our estimate of the total development cost.

Of the estimated $2.4 billion total development cost for Le Rêve, the design and construction costs are budgeted to be approximately $1.4 billion, including the cost of constructing the golf course and principal parking garage. The remaining approximately $1 billion of development costs includes costs such as pre-opening costs, entertainment production costs, site acquisition costs, construction period interest, financing fees and certain furniture, fixtures and equipment, such as slot machines, computer equipment and kitchen and dining supplies.

In an effort to manage our construction risk, we have entered into a guaranteed maximum price construction contract with Marnell Corrao covering approximately $919 million of the budgeted $1.4 billion design and construction cost. The $919 million guaranteed maximum price is subject to increases because of, among other things, scope changes to the project. Although we have determined the overall scope and design of Le Rêve, not all of the plans and specifications for the construction components that are the subject of the guaranteed maximum price contract have been finalized and, under certain circumstances, we will be responsible for excess costs with respect to these components. See

"Construction Contracts for Le Rêve" and "Risk Factors—Risks Associated with Our Construction of Le Rêve."

Approximately $488 million of the $1.4 billion budgeted design and construction cost expenditures are not part of the Marnell Corrao guaranteed maximum price contract. These budgeted costs include:

- owner-managed interior design and related furniture, fixtures and equipment, construction of restaurant and retail spaces, including tenant allowances, signage and electronic systems, site work and exterior features at a budgeted cost of approximately $303.0 million;

- construction of the new golf course at a budgeted cost of approximately $21.5 million;

- construction of the principal parking garage at a budgeted cost of approximately $11.5 million;

- estimated design and engineering professional fees of approximately $67.4 million;
- costs of obtaining required governmental approvals and permits and utility service connection fees of approximately $13.8 million;
- costs of miscellaneous capital projects, including demolition and mock-up costs, of approximately $23.8 million;
- utilities and security costs during construction of approximately $6.3 million;
- estimated insurance costs of approximately $13.9 million for builder's risk insurance, fees and reserves under the owner-controlled insurance program, umbrella and excess liability insurance and design professional liability insurance during the construction period; and
- contingency of approximately $26.7 million of the total owner's contingency of $34.3 million.

We are responsible for these components of the budget, including any cost overruns with respect to these components. Of this remaining $488 million of budgeted design and construction costs, we have spent approximately 8.4% to date. We have received bids with respect to items comprising another approximately 36.6% of these remaining budgeted costs (though we have not accepted these bids and therefore the bids are subject to change). Accordingly, we have spent money or received non-binding bids for a total of approximately 45% of these remaining budgeted costs.

We have entered into a design/build contract with Bomel for the design and construction of the principal parking garage for a lump sum of $9.9 million, subject to certain exceptions, including any changes in the scope of work, force majeure or owner delays. Design work for the construction is substantially complete. We expect that construction will commence in October 2002. We are currently soliciting bids for the construction of the golf course and expect to award the contract in the fourth quarter of 2002. We expect that the newly constructed golf course will be available for play when Le Rêve opens.

We expect to lease approximately eight of the retail shops at Le Rêve to third parties and intend to provide some of our retail tenants an allowance for improvements as part of the lease arrangements. We will own and operate the remaining approximately 18 retail shops at Le Rêve and will be responsible for constructing any improvements. These construction costs and allowances are included in our design and construction budget for Le Rêve. Design and/or construction costs in excess of an allowance are intended to be the responsibility of the

particular retail tenant. Nevertheless, if we are unable to successfully negotiate leases consistent with our design and construction budget, we may have to fund or construct, at our cost, additional improvements in connection with the leases relating to the space.

We intend to operate most of the restaurants at Le Rêve. We plan to construct the improvements for all of the restaurants, whether managed by us or by third parties, and the costs of those improvements are included in our design and construction budget.

We believe that the overall design and construction budget of $1.4 billion is reasonable. In addition to the guaranteed maximum price provisions of the construction contract, we plan to implement specific mechanisms that are intended to reduce the risk of construction cost overruns and delays, including:

- a $150 million contractor performance and payment bond securing Marnell Corrao's obligations under the construction contract;
- a guaranty by Marnell Corrao's parent company, Austi, of Marnell Corrao's full performance under the construction contract until final payment under that contract;
- a $50 million completion guarantee in favor of the lenders under the credit facilities and the second mortgage note holders by a special purpose subsidiary of Wynn Las Vegas, which completion guarantee will be secured by $50 million of the proceeds of Wynn Resorts' common stock offering contributed to the special purpose subsidiary, deposited in a collateral account and pledged to the lenders under the credit facilities and the second mortgage note holders, to be applied to the costs of the project in accordance with the disbursement agreement;
- a $30 million liquidity reserve account to be held by Wynn Las Vegas which will be funded by $30 million of the net proceeds of Wynn Resorts' offering of common stock pledged to the lenders under the credit facilities and second mortgage note holders to secure Wynn Las Vegas' obligation to develop and construct Le Rêve and to be applied to the costs of the project in accordance with the disbursement agreement;
- a $34.3 million owner's contingency that we may use, subject to the limitations set forth in the disbursement agreement, to cover owner-created delays and owner-originated changes in the scope of the work and other cost overruns; and
- a liquidated damages provision requiring Marnell Corrao to pay us $300,000 for each day the completion of construction is delayed, following a five-day grace period and subject to force majeure and other permitted extensions, up to a maximum amount of $9 million.

Despite these protections, design and construction costs may be significantly higher than expected. Furthermore, if we do not complete construction of Le Rêve by the scheduled completion date, which may be extended in accordance with the disbursement agreement, but not beyond September 30, 2005, except for certain limited permitted extensions due to force majeure events, we will be in default under the credit facilities and the second mortgage notes, and the holders of our indebtedness will have the right to accelerate our indebtedness and exercise other rights and remedies against us. See "Risk Factors—Risks Related to Our Substantial Indebtedness—We are highly leveraged and future cash flow may not be sufficient to meet our obligations, including our obligations under the second mortgage notes, and we might have difficulty obtaining more financing."

Water Show Entertainment Production Agreement

We have entered into an agreement with Calitri Services and Licensing Limited Liability Company, under which Calitri will create, develop and produce the show to be presented in the Le Rêve showroom. This agreement is in the process of being amended. We expect that the agreement will be amended into two agreements—a license agreement between Wynn Las Vegas and Calitri and a production services agreement between Wynn Las Vegas and Productions du Dragon, S.A. Under the latter agreement, Productions du Dragon will be required to employ Franco Dragone as the executive producer and principal creator of the show. The concept of the show, which involves a water-based production in Le Rêve's showroom, has already been approved by Mr. Wynn and is under development and pre-production. Under the license agreement, Wynn Las Vegas will pay Calitri a $2 million creation fee, $1 million of which has been paid, and fund parts of the development and production budgets. Wynn Las Vegas will pay the remaining $1 million of the creation fee after the completion of this offering. In addition, Calitri will receive 10% of the net ticket revenue and 20% of the show's net profits. The show's net profits will include net ticket revenue and revenue from food and beverages sold in or immediately adjacent to the showroom, less the 10% of the net ticket revenue Wynn Las Vegas must pay to Calitri, amortization of construction costs and other operating expenses. Under the production services agreement, when amended, Productions du Dragon will receive an additional 30% of the show's net profits. Under the license agreement, it is further expected that Wynn Las Vegas will have the sole and exclusive right to license and/or manufacture and sell products and souvenirs related to the show. In return for this right, Calitri will receive 10% of the retail selling price, less certain costs, of all retail sales of these products and 50% of the before tax profits, less certain costs, generated by all non-retail sales of these products. However, it is also currently contemplated that, if the production fails to satisfy certain revenue requirements, Wynn Las Vegas will be able to terminate the license agreement prior to the end of its term. In addition, it is contemplated that the agreement, as amended, will provide Wynn Las Vegas with an option to renew the agreement for an additional five-year term. The production services agreement terminates upon termination of the license agreement unless the option for the second production or other project described below is exercised and a separate production services agreement for that second production or other project has not been executed.

We have also paid Calitri $1 million for an option with respect to a second production for Le Rêve or for another project. We anticipate that Wynn Las Vegas or one of Wynn Resorts' other subsidiaries will be required to pay an additional $1 million if we exercise the option. If the option is exercised, the optionee will be obligated to use Productions du Dragon for production services.

Following the completion of this offering and the offering of Wynn Resorts' common stock, Wynn Resorts plans to grant Mr. Dragone an award of 189,723 shares of restricted stock. This restricted stock award is intended to be part of the compensation paid to Mr. Dragone for his role as the executive producer and principal creator of the production. The restricted stock will vest on June 30, 2006. However, the restricted stock will not vest, but instead will be immediately cancelled and retired, if, as of June 30, 2006: (1) the complete run of the entertainment production at Le Rêve has not commenced or has been cancelled due to any act or omission of Mr. Dragone and (2) Mr. Dragone has not successfully opened another production show for Wynn Resorts or its affiliates in another venue or, if opened the complete run of such other show has been cancelled due to any act or omission of Mr. Dragone. Although the form of the restricted stock grant has not been finalized, management believes that compensation expense, based on the fair value of the stock grant at the measurement date, will be recognized and that such compensation expense will be capitalized as part of the cost of constructing the entertainment production. Because the price of the stock at the measurement date is presently unknown and the form of the agreement has yet to be finalized, management is unable to estimate the amount of compensation expense expected to be associated with the restricted stock grant at this time.

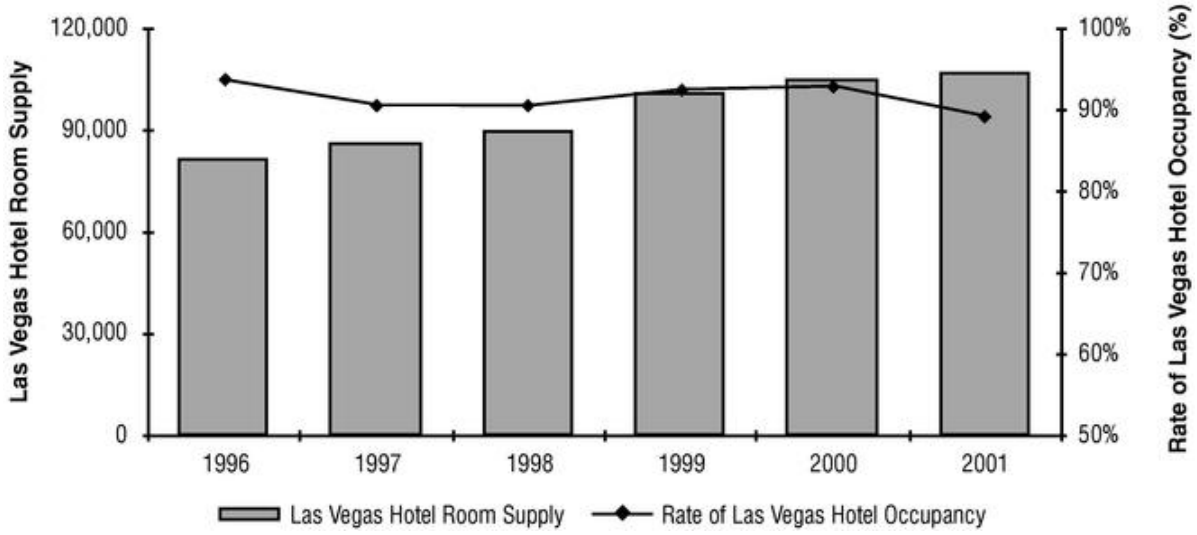
Growth Opportunities

We continue to explore opportunities to develop additional gaming or related businesses, in Las Vegas or other markets, whether through acquisition, investment or development. Any such development would require us to obtain additional financing. We may decide to conduct any such development through Wynn Resorts or through a line of subsidiaries separate from the Le Rêve entities.

Las Vegas Market

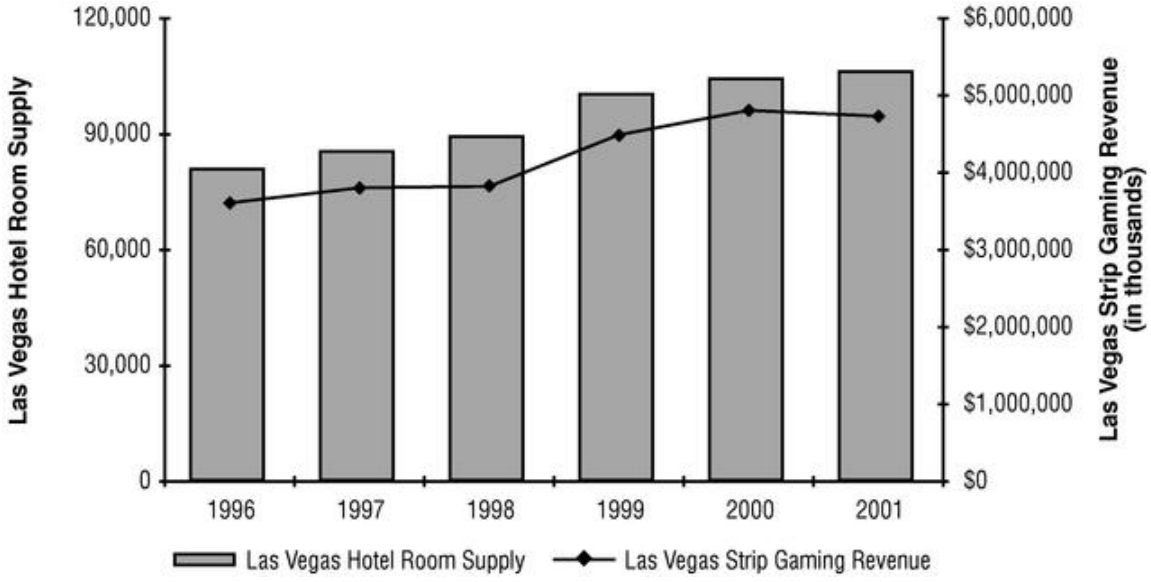
Overview. Las Vegas is one of the fastest growing leisure, lodging and entertainment markets in the country. Las Vegas hotel occupancy rates are among the highest of any major market in the United States. According to the Las Vegas Convention and Visitors Authority, the number of visitors traveling to Las Vegas has continued to increase at a steady and significant rate. The number of visitors increased from approximately 29.6 million in 1996 to approximately 35.0 million in 2001, a compound annual growth rate of 3.4%. Aggregate expenditures by these visitors increased at a compound annual growth rate of 7.0%, from approximately $22.5 billion in 1996 to approximately $31.6 billion in 2001. The number of residents in Clark County, the greater Las Vegas area, has increased from 1,115,940 residents in 1996 to 1,425,723 residents in 2000, a compound annual growth rate of 5.0%.

Expanding Hotel and Gaming Market. Las Vegas has one of the strongest and most resilient hotel markets in the country and, according to the American Gaming Association, has the highest casino gaming revenue in the United States. Major properties on the Las Vegas Strip that have opened over the past ten years include Bellagio, Mandalay Bay Resort & Casino, New York-New York Hotel and Casino, Paris Las Vegas, Aladdin Resort & Casino and The Venetian. In addition, a number of existing properties on the Las Vegas Strip embarked on expansions during this period including MGM Grand Hotel and Casino, Luxor Hotel and Casino, Circus Circus Hotel, Casino and Theme Park, Mandalay Bay Resort & Casino and Caesars Palace. Despite this significant increase in the supply of hotel rooms in Las Vegas, hotel total occupancy rates for all days exceeded on average 90.6% for the years 1990 to 1999, averaged 92.5% in 2000 and 88.9% in 2001.



According to the Nevada State Gaming Control Board, Las Vegas Strip gaming revenue has increased from approximately $3.6 billion in 1996 to approximately $4.7 billion in 2001, a

compound annual growth rate of 5.6%. As a result of the increased popularity of gaming, Las Vegas has sought to increase its popularity as an overall vacation resort destination. The number of hotel rooms in Las Vegas has increased by 30.6% from 80,952 in 1996 to 105,702 in 2001.



We believe that the growth in the Las Vegas market has been enhanced as a result of a dedicated program by both the Las Vegas Convention and Visitors Authority and major Las Vegas hotels to promote Las Vegas as a major vacation and convention site and the increased capacity of McCarran International Airport.

Growth of Non-Gaming Revenue Expenditures. The Las Vegas market continues to evolve from its historical gaming focus to broader entertainment and leisure offerings. In addition to the traditional attractiveness of gaming, the market is continuing to expand to include retail, fine dining, sporting activities, major concerts and other forms of entertainment. This diversification has contributed to the growth of the market and broadened the universe of individuals who would consider Las Vegas as a vacation destination. The more diversified entertainment and leisure offerings present significant growth opportunities. In particular, the newer, large theme-destination resorts have been designed to capitalize on this development by providing better quality hotel rooms at higher rates and by providing expanded shopping, dining and entertainment opportunities to their patrons, in addition to gaming.

Las Vegas as a Convention Center Attraction. According to Tradeshow Week 200, an annual publication that analyzes the 200 largest trade shows in the United States, Las Vegas was the most popular trade show destination in the United States with a 28.4% market share of the Tradeshow Week 200 shows in terms of net square footage and one of the most popular convention destinations in the United States in 2001. In 1996, approximately 3.3 million persons attended conventions in Las Vegas, providing approximately $3.9 billion in non-gaming trade show and convention revenue. By 2001, the number of convention attendees increased to more than 4 million, providing approximately $4.8 billion in non-gaming and trade show and convention revenue.

Trade shows are held for the purpose of getting sellers and buyers of products or services together in order to conduct business. Trade shows differ from conventions in that trade shows typically require substantial amounts of space for exhibition purposes and participant

circulation. Conventions generally are gatherings of companies or groups that require less space for breakout meetings and general meetings of the overall group. Las Vegas offers trade shows and conventions a unique infrastructure for handling the world's largest shows. This includes a concentration of approximately 72,000 hotel rooms located on the Las Vegas Strip, two of the largest convention centers in the United States—the Las Vegas Convention Center and the Sands Expo and Convention Center—with a total of over 4 million square feet of convention and exhibition space, convenient air service from major cities throughout the United States and other countries and significant entertainment attractions. In addition to the Sands Expo and Convention Center and the Las Vegas Convention Center, the MGM Grand Hotel and Casino has constructed a conference and meeting facility of approximately 380,000 gross square feet. The Mirage has recently added approximately 90,000 gross square feet of meeting space, and Mandalay Bay Resort & Casino has begun construction of an approximately 1.8 million square foot convention center with an estimated completion date in early 2003. We believe that Las Vegas will continue to evolve as one of the country's preferred trade show and convention destinations.

Statistics on the Las Vegas Gaming Industry. The following table sets forth certain information derived from published reports of the Las Vegas Convention and Visitors Authority and the Nevada State Gaming Control Board concerning Las Vegas Strip gaming revenue and visitor volume and hotel data for the years 1996 to 2001. As shown in the table, the Las Vegas market has achieved significant growth in visitor volume and tourist revenue.

Historical Data for Las Vegas Gaming Industry(1)

	1996	1997	1998	1999	2000	2001	Compound Annual Growth Rate
Las Vegas Visitor Volume	29,636,361	30,464,635	30,605,128	33,809,134	35,849,691	35,017,317	3.4%
Total Visitor Expenditures(2)	$ 22,533,258	$ 24,952,189	$ 24,577,469	$ 28,695,178	$ 31,462,337	$ 31,555,924	7.0%
Las Vegas Strip Gaming Revenue(2)	$ 3,579,269	$ 3,809,354	$ 3,812,408	$ 4,490,330	$ 4,805,572	$ 4,703,692	5.6%
Las Vegas Convention Attendance	3,305,507	3,519,424	3,301,705	3,772,726	3,853,363	4,049,095	4.1%
Las Vegas Hotel Occupancy Rate for All Days	93.4%	90.3%	90.3%	92.1%	92.5%	88.9%	N/A
Las Vegas Hotel/Motel Room Supply	99,072	105,347	109,365	120,294	124,270	126,610	5.0%

(1) Sources: Las Vegas Convention and Visitors Authority and Nevada State Gaming Control Board for the fiscal years ended December 31.

(2) Dollars in thousands.

Competition in Las Vegas

Hotel/Casino Competition. The casino/hotel industry is highly competitive. Le Rêve, which will be located on the Las Vegas Strip, will compete with other high-quality resorts and hotel casinos in Las Vegas on the basis of overall atmosphere, range of amenities, level of service, price, location, entertainment offered, theme and size. Le Rêve will compete with

hotels on the Las Vegas Strip and those in downtown Las Vegas, as well as a large number of hotels and motels in and near Las Vegas.

In June 2003, The Venetian expects to complete a 1,000-room hotel tower on top of the resort's existing parking garage. Also, Mandalay Bay Resort & Casino has announced that it expects to begin construction of a 1,122-room, all-suite tower connected to the current hotel casino resort in September 2002, with an expected opening in October 2003. MGM Mirage has announced that it will begin construction in mid-2003 of an approximately 925-room "spa tower" addition to Bellagio, as well as expand Bellagio's spa and salon, meeting space and retail space, with an expected completion in December 2004. Other than the expansions of The Venetian, Mandalay Bay Resort & Casino, and Bellagio, we are not aware of any significant additions of hotel rooms to major hotel casino resort properties in Las Vegas or any developments of new major hotel casino resort properties in Las Vegas in the near future.

Many competing properties, such as Bellagio, Caesars Palace, Luxor Hotel and Casino, Mandalay Bay Resort & Casino, the MGM Grand Hotel and Casino, The Mirage, Monte Carlo Hotel and Casino, New York-New York Hotel and Casino, Paris Las Vegas, Rio All-Suite Hotel & Casino, Treasure Island at The Mirage and The Venetian, have themes and attractions which draw a significant number of visitors and will directly compete with our operations. Some of these facilities are operated by companies that have more than one operating facility and may have greater name recognition and financial and marketing resources than us and target the same demographic group as we will. We will seek to differentiate Le Rêve from other major Las Vegas resorts by concentrating on our fundamental elements of design, atmosphere, personal service and level of luxury.

Las Vegas casinos also compete, to some extent, with other hotel/casino facilities in Nevada and in Atlantic City, riverboat gaming facilities in other states, hotel/casino facilities elsewhere in the world, state lotteries, Internet gaming and other forms of gaming. In addition, certain states recently have legalized, and others may or are likely to legalize, casino gaming in specific areas. Passage of the Tribal Government Gaming and Economic Self-Sufficiency Act in 1988 has led to rapid increases in Native American gaming operations. Also, in March 2000, California voters approved an amendment to the California Constitution allowing federally recognized Native American tribes to conduct and operate slot machines, lottery games and banked and percentage card games on Native American land in California. As a result, casino-style gaming on tribal lands is growing and could become a significant competitive force. The proliferation of Native American gaming in California could have a negative impact on our operations. The proliferation of gaming activities in other areas could significantly harm our business as well. In particular, the legalization of casino gaming in or near metropolitan areas, such as New York, Los Angeles, San Francisco and Boston, from which we intend to attract customers, could have a substantial negative effect on our business. In addition, new or renovated casinos in Macau or elsewhere in Asia could draw Asian gaming customers, including high-rollers, away from Las Vegas.

Our casino will also compete, to some extent, with other forms of gaming on both a local and national level, including state-sponsored lotteries, on-and off-track wagering and card parlors. The expansion of legalized gaming to new jurisdictions throughout the United States will also increase competition we face and will continue to do so in the future. Additionally, if gaming is legalized in jurisdictions near our property or our target markets where it currently is not permitted, we will face additional competition.

Retail Competition. Le Rêve's retail stores will operate in a highly competitive environment. Le Rêve's retail stores will compete with other retail stores located in other Las Vegas hotel casino resorts and shopping districts. Among these Las Vegas shopping locations,

Le Rêve will face significant competition from the retail stores at Bellagio, the Forum Shops at Caesars Palace, which is expected to complete a 200,000 square foot expansion in 2004, The Grand Canal Shoppes at The Venetian and Desert Passage at Aladdin Resort & Casino. In particular, Le Rêve's retail stores will face competition from the premium retail stores of the Fashion Show Mall, which is owned by The Rouse Company, a publicly traded company. The Fashion Show Mall, which is situated across the Las Vegas Strip from Le Rêve, is currently undergoing an extensive remodeling and expansion program, reportedly increasing its size from approximately 773,000 square feet to nearly 2 million square feet. Beginning in November 2002, the Fashion Show Mall is expected to contain an approximately 180,000 square foot Nordstrom and a flagship store of Bloomingdale's Home & Furniture. The expansion of the Fashion Show Mall is expected to be completed in October 2003 with a new Lord & Taylor and is expected to include a total of approximately 300 shops. In addition, Le Rêve's retail stores will compete with outlet shopping areas located on the way to Las Vegas from Los Angeles and other places, which tend to offer merchandise at discounted prices.

Our retail stores will compete on the basis of, among other things, the location of our stores, the breadth, quality, style, and availability of merchandise, the level of customer service offered and merchandise price. We will also compete with other retail properties for retail businesses on the basis of the rent charged and location.

We believe that our retail operations will generate approximately 5% of our total revenue. However, we will face significant competition in this market area. Any increase in our competitors' market share for retail customers in Las Vegas could negatively impact our operations in a significant manner. See "Risk Factors —General Risks Associated with Our Business—The casino, hotel, convention and other facilities at Le Rêve will face intense competition."

Marketing in Las Vegas

Our marketing strategy consists of positioning Le Rêve as a full-service luxury resort and casino in the leisure, convention and tour and travel markets. Prior to the opening of Le Rêve, we will create general market awareness about Le Rêve's product offerings through conventions and media, including television, radio, newspapers, magazines, internet, direct mail and billboards. We also expect that the third party retail tenants will engage in their own general advertising and promotional activity, which we expect will benefit all of Le Rêve's retail shops.

We believe that Le Rêve will attract wealthy international and domestic gaming customers due in part to the high degree of customer recognition and guest loyalty that we believe Mr. Wynn has developed over the last two decades by operating some of the signature properties on the Las Vegas strip. In addition, we currently employ experienced international and domestic casino marketing executives. We believe that Mr. Wynn's reputation will allow us to continue to attract marketing executives of this caliber.

Le Rêve plans to have marketing executives located in local offices in Tokyo, Hong Kong, Macau, Singapore, Taiwan, Europe, New York and southern California, as well as independent marketing representatives in major U.S. and foreign cities. We also plan to develop a guest loyalty program at Le Rêve that will integrate in real-time, all gaming, hotel, food, beverage and retail revenue of a particular guest and compare it against incurred expenses to determine the profitability of that guest. We will use this program to implement a rewards system that offers discounted and complimentary meals, lodging and entertainment for our guests. We will also use that information to develop an integrated database that will allow us to target specific customers for promotions that might induce them to visit Le Rêve.

Seasonality

We do not consider our Las Vegas business to be particularly seasonal. However, we expect that our revenue and cash flow may be slightly reduced during the summer months due to the tendency of Las Vegas room rates to be lower at that time of the year.

Employees

We currently employ approximately 200 employees in the U.S. We anticipate that when Le Rêve opens, we will employ nearly 8,000 employees in connection with the operation of Le Rêve. As a result, we will need to undertake a major recruiting and training program before the opening. However, we believe that we will be able to attract and retain a sufficient number of qualified individuals to operate the hotel and casino. We will pay competitive market wages to our employees.

Currently, Valvino is a party to several collective bargaining agreements with several different unions which it assumed in connection with the acquisition of the Desert Inn Resort & Casino. All of these agreements will expire before the scheduled opening of Le Rêve. However, the unions may seek to organize the workers at Le Rêve or claim that the agreements assumed in connection with Valvino's acquisition of the Desert Inn Resort & Casino obligate Wynn Las Vegas to enter into negotiations with one or more of the unions to represent the workers at Le Rêve. Unionization or pressure to unionize could increase our labor costs.

Trademarks and Service Marks

Our most important marks are LE RÊVE for hotel services and LE RÊVE for casino services. We have purchased the common-law name and mark "LE RÊVE" from a California trust operating a hotel by that name. This purchase removed the California trust as a prior user with superior rights. We have also applied to register the "LE RÊVE" service mark in the United States Patent and Trademark Office, referred to as the PTO, for hotel services. Our application for the LE RÊVE hotel mark has cleared the PTO examination process. It was "published for opposition." On August 16, 2002, a request for extension of time to oppose was filed with the PTO. If granted, the initial request for extension of time to oppose expires on October 15, 2002. The potential opposer is entitled to file an additional request for extension of time to oppose for an additional 30 days. Further extensions of time to oppose are allowed only with our consent. If no opposition is filed, or if an opposition is filed, but is settled or the potential opposer does not prevail, LE RÊVE will be registered for hotel services, and restaurant, bar, lounge and health spa services.

We have also applied to register the "LE RÊVE" service mark with the PTO for combined casino and entertainment services. Because the PTO translates "LE RÊVE" as "THE DREAM", it has cited certain "DREAM" marks as a basis for preliminarily refusing to allow some of our "LE RÊVE" applications, including this application, to proceed toward registration. The PTO's objection to this application appears to relate solely to entertainment services, and not casino services. Accordingly, we have divided the application to register LE RÊVE for casino services from entertainment services and, therefore, the application for casino services should not be subject to the objections to entertainment services.

In addition, we have applied to register this mark for other uses, including gift shop items, retail services, clothing, golf balls and golf accessories, toys, tote bags, mugs, and others, none of which, individually, will be material to our business. Our application for Le Rêve retail services was preliminarily refused based on a prior registration of Le Reve in connection with wines. Each of these applications is pending. None of the non-hotel and non-casino

applications for LE RÊVE are for goods or services that would, if finally rejected, have a material impact on our business.

Even if we are able to obtain registration of the LE RÊVE mark for the above-described applications, such federal registration is not completely dispositive of the right to such trademarks. Third parties who claim prior rights with respect to DREAM marks or to marks similar to LE RÊVE may nonetheless challenge our use of LE RÊVE and seek to overcome the presumptions afforded by such registrations. They also could attempt to prevent our use of LE RÊVE and/or seek monetary damages as a result of our use.

Properties

Las Vegas Land. We currently own approximately 212 acres of land on or near the Las Vegas Strip on the site of the former Desert Inn Resort & Casino. Le Rêve will total approximately 192 acres consisting of approximately 55 acres, owned by Wynn Las Vegas, at the northeast corner of the intersection of Las Vegas Boulevard and Sands Avenue and the approximately 137-acre golf course, owned by Wynn Resorts Holdings, to be constructed behind the hotel. The balance of the 212 acres consists of an additional parcel of approximately 20 acres fronting Las Vegas Boulevard next to the Le Rêve site, owned by Valvino, that is available for future development once this parcel is released from the liens under the credit facilities and the second mortgage notes.

We will use the 20-acre parcel while we are constructing Le Rêve for our corporate offices, pre-opening activities, recruiting and employment purposes and employee parking. If we meet prescribed cash flow tests for four consecutive calendar quarters after commencement of operations at Le Rêve, the 20-acre parcel will be released from the liens under the credit facilities and second mortgage notes and could be transferred to Wynn Resorts or another entity. In addition, the lenders under the credit facilities may release the liens on the 20-acre parcel if we meet these prescribed cash flow tests for two consecutive calendar quarters after commencement of operation at Le Rêve and, in such event the liens of the second mortgage noteholders in the 20-acre parcel would be automatically released. In that event, Wynn Resorts or the other entity may decide to develop the parcel in the future, either on its own or through a joint venture. For example, in the future, Wynn Resorts or another entity may decide to develop a second hotel casino as a Phase II development on the parcel to take advantage of the substantial infrastructure and amenities planned for Le Rêve. The Le Rêve design will include a major access corridor that could be used to connect a Phase II development to Le Rêve.

Similarly, three years after commencement of operations at Le Rêve and upon our satisfaction of prescribed maximum leverage ratio and minimum credit rating requirements, the land underlying the golf course, which is owned by Wynn Resorts Holdings, a wholly owned indirect subsidiary of Valvino, will be released from the liens under the credit facilities and the indenture governing the second mortgage notes and could be transferred by Wynn Resorts Holdings to Wynn Resorts or another entity. In addition, portions of the golf course land may be released from the liens to permit residential or other non-gaming development if we satisfy prescribed cash flow tests for a full fiscal year after Le Rêve commences operation and the development does not interfere with the use of the golf course and otherwise could not reasonably be expected to materially impair the overall value of Le Rêve.

Las Vegas Water Rights. Valvino indirectly owns approximately 949 acre-feet of certificated water rights through its indirect subsidiary, Desert Inn Improvement Co. We plan to use this water for general irrigation purposes including irrigation of the golf course. Desert Inn Improvement Co. also currently provides water service to the existing office building on

the site of the former Desert Inn Resort & Casino and the remaining homes around the golf course. As a result of its service obligations to the remaining homes, Desert Inn Improvement Co. is a public utility under Nevada law and is subject to regulatory restrictions imposed by the Public Utilities Commission of Nevada. See "Risk Factors—General Risks Associated with Our Business—We will be subject to regulatory control by the Public Utilities Commission of Nevada." Desert Inn Improvement Co. does not use these water rights to provide water to its public utility customers.

Valvino directly owns an additional approximately 36 acre-feet of certificated water rights. This water will be used to supply the water for the Le Rêve lake, subject to the approval of the Nevada State Engineer. There are significant cost savings and conservation benefits associated with using water supplied pursuant to our water rights.

We plan to transfer the water rights owned by Desert Inn Improvement Co. and Valvino to Wynn Resorts Holdings and Wynn Las Vegas for use in connection with the golf course and the Le Rêve lake, subject to approval by the Public Utilities Commission of Nevada and the Nevada State Division of Water Resources.

Legal Proceedings

From time to time, we are involved in litigation relating to claims arising out of the ordinary course of business.

In addition, Valvino is currently involved in litigation related to its ownership and development of the former Desert Inn golf course and the residential lots around the golf course. Valvino acquired some, but not all, of the residential lots located in the interior of and around the former Desert Inn golf course when it acquired the former Desert Inn Resort & Casino from Starwood Hotels & Resorts Worldwide, Inc. Valvino later acquired all of the remaining lots located in the interior of, and some of the remaining lots around, the former Desert Inn golf course. In total, Valvino acquired 63 of the 75 residential lots, with Clark County

having acquired two of the lots through eminent domain in 1994 as part of the widening of Desert Inn Road. The residential lots, previously known collectively as the Desert Inn Country Club Estates, were subject to various conditions, covenants and restrictions recorded against the lots in 1956 and amended from time to time since then.

On October 31, 2000, Ms. Stephanie Swain, as trustee of the Mark Swain Revocable Trust, and some of the other homeowners whose lots Valvino did not purchase filed an action in Clark County District Court against Valvino and the then directors of the Desert Inn Country Club Estates Homeowners' Association. The plaintiffs are seeking various forms of declaratory relief concerning the continued governance of the homeowners' association. In addition, the plaintiffs have challenged the termination in June 2001 of the conditions, covenants and restrictions recorded against the residential lots. The plaintiffs also seek to establish certain easement rights that Ms. Swain and the other homeowners claim to possess. Specifically, the remaining homeowners seek to establish easement rights to enter upon the golf course for exercise and other leisure purposes, and to use the perimeter roadways for entrance and exit purposes. At least two of the plaintiffs also have alleged the existence of an equitable implied restriction prohibiting any alternative commercial development of the golf course. Two subsequent actions were filed, one by Ms. Swain against certain homeowners' association members and one by Valvino seeking declaratory and injunctive relief similar to the original action. Because the issues in the subsequent actions are present in the original action, both of the subsequent actions have been stayed pending the outcome of the original action.

The trial in this matter currently is scheduled for February 2003. The court has, nonetheless, entered several preliminary injunction orders concerning the parties' respective

property rights. Among other things, the court has ordered that Valvino is free to develop the golf course and the remainder of its property as it deems fit, subject to all applicable legal restraints. In that regard, Valvino was permitted to remove all homes and structures on its properties surrounding the golf course and those located on the Country Club Lane cul de sac, which ran to the interior of the golf course. Valvino has removed all structures that were on its lots, together with the cul-de-sac, and has relandscaped the property to blend into the existing golf course. The court has also entered an order prohibiting Ms. Swain from filing a lis pendens against the golf course property. A lis pendens is a notice filed on public records to warn all persons that the title to certain property is in litigation and that the effect of such litigation will be binding on the owner of the property.

The plaintiffs have sought, and successfully obtained, a preliminary injunction to compel Valvino to subsidize security to homeowners who reside near the project. Valvino has appealed this ruling and the issue is now pending before the Nevada Supreme Court.

Discovery in this case is currently ongoing. Valvino is vigorously contesting all of the homeowners' claims and will continue to do so. However, if the plaintiffs prevail on their claims and the conditions, covenants and restrictions on the lots remain in effect, we may have to adjust our current plans for the construction of the Le Rêve golf course by redesigning some of the holes located on the periphery of the course. In addition, if the court finds that there is an implied equitable restriction on the golf course lots, any future development of the golf course parcel for an alternative use may be restricted.

CONSTRUCTION CONTRACTS FOR LE RÊVE

The following discussion summarizes the material terms of our construction contracts. These summaries are qualified in their entirety by reference to the contracts themselves.

Construction of the Hotel/Casino

Overview

We have entered into a construction agreement with Marnell Corrao, the contractor, for construction services for a substantial portion of the construction, but not design, of Le Rêve, excluding the principal parking garage and the golf course construction, for a guaranteed maximum price. The guaranteed maximum price is approximately $919 million (subject to various contingent adjustments). The guaranteed maximum price includes:

- a fixed lump sum contractor's fee in the amount of $30 million;
- costs necessarily incurred by Marnell Corrao in the performance of its obligations under the construction contract, including the cost of payment and performance bonds for Marnell Corrao and subcontractors required by the construction contract;
- an approximately $7.6 million owner-controlled contingency to cover, among other items, owner-created delays and owner-originated changes in the scope of work; and
- a portion of the cost of insurance obtained by Marnell Corrao on which we will be named as an additional insured.

The guaranteed date of substantial completion is 910 calendar days from the date we direct Marnell Corrao by written notice to commence construction.

Although we have determined the overall scope and general design of Le Rêve, not all of the plans and specifications for the construction components that are the subject of the guaranteed maximum price contract have been finalized. Specifically, the approximately $919 million maximum price includes construction components totaling approximately $493.5 million for which detailed plans have not yet been finalized. The guaranteed maximum price for these components is based on master concept plans and agreed upon design and other premises and assumptions for the detailed plans to be created for the remaining components. If the plans for these components do not substantially conform to the premises and assumptions described in the construction contract, or if we request change orders with respect to these components or any component for which there are final plans or defects or deficiencies in the architectural plans or concealed conditions, we will be responsible for the excess costs. For example, if the initial drawings, when finalized, are inconsistent with the premises and assumptions,

we will be responsible for the increase, if any, in the cost to construct the work covered by those drawings over the previously agreed upon amounts designated for such work in the guaranteed maximum price, even if the drawings are redesigned to be consistent with the premises and assumptions. The premises and assumptions reflect general concepts and techniques pursuant to which the contractor will construct Le Rêve. However, the premises and assumptions may not be sufficiently specific so as to determine, as between the contractor and us, who is responsible for cost overruns in specific situations.

As of the date of this prospectus, and with regard to a portion of the construction budget covered by the Marnell Corrao construction contract:

- we have prepared and received bids on final construction drawings and specifications for approximately 3 million square feet of high rise hotel, convention center, central

plant, meeting rooms and warehouse space, which represents approximately $388 million of the construction components covered by the construction contract;

- approximately $493.5 million represents construction components for which final plans have not yet been completed; and

- approximately $32.3 million of the approximately $493.5 million of construction components consists of allowances for additional items of the construction work that are in the earliest concept stages, such as construction of the "mountain." If the actual cost of these items exceeds the allowances, we will be responsible for these excess amounts.

Drawings for the interior work on the project have not been finished. If the cost to complete the interior work exceeds budgeted amounts, the excess will not be covered by the guaranteed maximum price contract and, accordingly, we will be responsible for these excess costs.

There are also certain permit and similar fees and costs of approximately $13.8 million which are not Marnell Corrao's responsibility and are not a part of the guaranteed maximum price, but are our responsibility.

The construction contract calls for the cost of the work provided by Marnell Corrao to be at the lowest reasonably available prices obtainable by Marnell Corrao's best efforts, unless we have given prior written consent to incur higher expenses.

If we reasonably believe at any time, based on the progress of the work and the cost of the work, that the work cannot be completed for the guaranteed maximum price, we have the right after certain notice periods to require Marnell Corrao to provide us with satisfactory evidence of funds available to Marnell Corrao to pay any anticipated overages.

Due to the lack of final plans for substantial portions of the project, the construction contract does not require Marnell Corrao to adhere to specific cost limits on a line item basis. Rather, it only obligates Marnell Corrao to complete the construction within an overall guaranteed maximum price subject to certain general balancing and other requirements. Therefore, subject to the general balancing requirements of the construction contract, there is a risk that the funds earmarked for the guaranteed maximum price could be exhausted before substantial completion of the project should Marnell Corrao spend greater amounts on certain line items in the earlier stages of construction. In addition, the disbursement agreement and the credit facilities will contain balancing provisions requiring us to demonstrate, as a condition to every release or drawdown of funds, that we have sufficient funds available to cover all remaining construction costs, plus required contingency, in accordance with our construction budget. Accordingly, if Marnell Corrao spends greater amounts than anticipated in respect of any component of the work, we may be denied further access to the proceeds of the second mortgage notes and further drawings under the credit facilities.

We will continue to evaluate the project design in relation to its construction schedule and budget and the demands of the Las Vegas tourist and gaming market. Accordingly, the design of individual elements of Le Rêve may be refined from the descriptions contained in this prospectus.

Potential Increases in the Guaranteed Maximum Price

The construction contract with Marnell Corrao provides that the guaranteed maximum price will be appropriately increased, and the deadline for completion of construction will be appropriately adjusted, on account of, among other circumstances:

- changes in the architect-prepared design documents or deficiencies in the design documents;

- changes requested or directed by us in the scope of the work to be performed pursuant to the construction contract;

- changes in legal requirements;

- natural disasters, unavoidable casualties, industry-wide labor disputes affecting the general Las Vegas area and not limited to the project, and other force majeure events that are unforeseeable and beyond the reasonable control of Marnell Corrao; and

- delays caused by us.

We will commence construction of Le Rêve before all plans and specifications will be completed. Delays in completing the remaining drawings and specifications could cause delays in the substantial completion of the work and, under specific circumstances, could defer the contractor's obligation to deliver the completed project by the scheduled completion date.

Cost overruns could cause us to be "out of balance" under the second mortgage notes, credit facilities and FF&E facility and, consequently, unable to obtain funds from the second mortgage note proceeds secured account or to draw down under the credit facilities or the FF&E facility. If we cannot obtain these funds, we will not be able to open Le Rêve to the general public on schedule or at all. Given that we are required to use the proceeds of the second mortgage notes in full before borrowing under the credit facilities and the FF&E facility, if any such "out of balance" event occurs in the latter stages of construction, the second

mortgage note holders would be fully exposed and the lenders under our credit facilities and FF&E facility would have no obligation to commence or continue funding loans under their respective facilities.

When we finalize plans or specifications in the future, we may discover that we need to obtain additional funding, which may not be available on satisfactory terms or at all, or we may choose to reduce the scope of the work and design components to reduce the costs of constructing the project. Any such reduction in scope would be subject, under specified circumstances, to obtaining the consent of the lenders under the credit facilities and the FF&E facility and the second mortgage note holders as required under the disbursement agreement.

Competitive Bids

Unless we specify otherwise, subcontractors will be selected after a bidding process that includes, to the extent practicable, at least three bidders from a list of bidders provided by Marnell Corrao. Marnell Corrao will submit the various bids received from prospective subcontractors, all information available to Marnell Corrao with respect to the bids and prospective subcontractors and Marnell Corrao's recommendation of the prospective subcontractor for the contract. We, with Marnell Corrao's assistance, will select each subcontractor based on this information. If we select a subcontractor other than one recommended by Marnell Corrao, and there is a difference in the bids of the subcontractor we select above stated thresholds, the guaranteed maximum price may be increased.

Substantial Completion

Marnell Corrao is responsible for achieving "substantial completion" of the work by a guaranteed date of substantial completion. Substantial completion is defined in the construction contract as the stage in the progress of the development of Le Rêve when it is sufficiently complete, including the receipt of necessary permits, licenses and approvals, so that all aspects of Le Rêve covered by the construction contract can be open to the general public. As mentioned earlier, under the construction contract, the guaranteed date of substantial completion is 910 calendar days from the date we direct Marnell Corrao by written notice to commence construction. This period is referred to in the construction contract as the "contract time," and may only be adjusted in accordance with the construction contract. The contract time may be extended, among other reasons, due to force majeure events as noted below, and changes by us in the scope of the work.

Plans for a substantial portion of the approximately $919 million guaranteed maximum price construction budget have not been finalized. Delays in completing the remaining drawings and specifications could cause delays in the substantial completion of the work and, under certain circumstances, could defer Marnell Corrao's obligation to deliver the completed project by the scheduled completion date.

Construction Contract Guaranty

Austi, the parent company of Marnell Corrao, has agreed to provide a continuing guaranty by which Austi guarantees Marnell Corrao's full performance and payment obligations under the construction contract until final payment under that contract. Austi is a private company controlled by the Anthony A. Marnell II family.

Force Majeure and Owner Delay

Under certain circumstances, the contract may allow Marnell Carrao an extension of the contract time. These circumstances include:

- any delays in Marnell Corrao's performance arising from a force majeure occurrence, which includes industry-wide labor disputes affecting the general Las Vegas area and is not limited to the project, fire, unavoidable casualties, adverse weather conditions not reasonably anticipated; or
- other causes which, based on Marnell Corrao's extensive experience in constructing projects of similar scope and complexity in the same location, are unforeseeable and beyond Marnell Corrao's reasonable control; and
- any delays caused by us or our agents, consultants or separate contractors.

Payment and Performance Bond

Under the construction contract, Marnell Corrao is required to obtain a performance and payment bond in the amount of $150 million, covering its performance of the construction contract and payment of obligations thereunder. The construction contract requires Marnell Corrao to obtain this bond no later than five business days after it receives written notice from us to commence construction and, in any event, prior to the commencement of the work. The performance and payment bond will be issued by a bonding company with an A.M. Best Co. rating of A XV or better, and will name us and the lenders and agents relating to the lenders under the credit facilities and the trustee on behalf of the second mortgage note holders as obligees and beneficiaries. After it is issued, the performance and payment bond

may not be increased or decreased unless we approve in advance. Certain of the subcontractors performing work for Marnell Corrao on the project will also be bonded.

Early or Late Completion

If Marnell Corrao achieves substantial completion of the work before the guaranteed date of substantial completion without increasing the cost of the work to achieve such early completion, we will pay Marnell Corrao an early completion bonus equal to $50,000 per day for each day before the guaranteed date of substantial completion that the work was substantially completed. The amount of the early completion bonus will not exceed $1 million.

If Marnell Corrao fails to achieve substantial completion of the work within the contract time, Marnell Corrao will pay us, as liquidated damages, $300,000 per day beginning on the sixth day after the guaranteed substantial completion date and continuing every day thereafter until substantial completion of the work is achieved or the total amount of liquidated damages equals $9 million. Marnell Corrao's liability to us for damages arising solely from delays caused by Marnell Corrao or for which Marnell Corrao is responsible, will not exceed $9 million as provided in the construction contract. We cannot assure you that construction

will be completed on schedule and, if completion of the construction is delayed beyond the five-day grace period, our actual damages likely will exceed $300,000 per day.

Payment

Marnell Corrao must make an itemized application for payment based on an approved schedule of values. Payment of the application is subject to approval by us and our lenders, based on the conditions of the construction contract. Subject to certain limitations imposed by the Nevada Revised Statutes, the construction contract allows us to withhold amounts from any payments due to Marnell Corrao which we determine to be necessary to protect us against liens until the liens are bonded or otherwise discharged. See "Risk Factors—Risks Associated with Our Construction of Le Rêve—The development costs of Le Rêve are estimates only, and actual development costs may be higher than expected." We are entitled to retain 10% of all monies due to subcontractors under the monthly applications for payment until the work is complete, though there is no retainage on payments to Marnell Corrao or vendors. However, after 50% of the scope of the work is complete, we may elect to reduce the level of retention for selected subcontractors under certain conditions and subject to the approval of our lenders.

Warranties and Guarantees

Marnell Corrao's general construction warranty and guarantee extends for one year after substantial completion of the work. Marnell Corrao guarantees that its construction workmanship will be first class in quality, free from all faults and defects, and that the work will comply with the construction contract requirements and all applicable laws, codes and regulations. Marnell Corrao also guarantees that all materials, equipment, mechanical devices and supplies incorporated into the work will be new and will strictly meet the specifications and requirements of the construction contract. Marnell Corrao's warranty excludes damages or defects caused by ordinary wear and tear, insufficient maintenance, improper operation or improper use by us. Furthermore, Marnell Corrao warrants that it has substantial experience in performing major projects with scopes of work similar to Le Rêve, and, where required by law, is licensed to perform the work.

The construction contract with Marnell Corrao provides that the one year period of its general construction warranty is not a limitation on any of Marnell Corrao's other obligations

under the construction contract or applicable law. Further, the one year period is not intended to reduce the period of any other similar warranty or guaranty that may apply at law or otherwise to work on the project by Marnell Corrao or any subcontractor. The current Nevada limitations period for claims relating to defective work which might arise under the express warranty extends beyond the one year warranty period provided in the construction contract. The construction contract also provides that we shall have the benefit of all vendor and subcontractor warranties relating to the work. Marnell Corrao will assign to us all subcontractor warranties and/or guarantees. Marnell Corrao also agrees to assist us in prosecuting the enforcement of all subcontractor and vendor warranties. Thus, it is anticipated that we may have available to us one or more avenues of potential recourse, including under governing law and subcontractor and vendor warranties, for defective work first discovered after the one year express warranty expires.

Insurance

Through the owner-controlled insurance program, we will pay for and maintain builder's risk and "wrap-up" liability insurance upon Marnell Corrao's and all subcontractors' work at the site. This insurance includes:

- builder's risk insurance;
- on-site workers compensation and employers liability insurance;
- commercial general liability insurance; and
- umbrella and excess liability insurance.

The owner-controlled insurance program will be for the benefit of us, Marnell Corrao and its subcontractors, unless specifically excluded, who have on-site employees. It is anticipated that the lenders under the credit facilities and the trustee on behalf of the second mortgage note holders will be required to be named as additional insureds under the insurance required to be carried under the construction contract. This coverage applies only to work performed under the construction contract at the site. Participation in the owner-controlled insurance program will be mandatory. Marnell Corrao is required to, and is required to cause all of the subcontractors to, complete all forms, submit the information required and comply with the terms of the owner-controlled insurance program manual. No exceptions can be made to this requirement without our prior approval.

Additional Insurance

Additionally, Marnell Corrao is required to, and is required to cause the subcontractors to, obtain and maintain the following, which are not included in the owner-controlled insurance program:

- automobile liability insurance, with limits of not less than $1 million combined single limit for bodily injury, death and property damage per occurrence; and
- insurance for off-site activities.

Also, included as a cost of the work, and thus within the guaranteed maximum price, is our obligation to reimburse Marnell Corrao for certain other additional insurance maintained by Marnell Corrao and described in the construction contract. The cost of all such additional insurance described herein is included within the guaranteed maximum price and such cost shall be substantiated to our satisfaction. To the extent that this additional insurance is related to Marnell Corrao's work on the project, Wynn Las Vegas will be named as an additional insured.

Ineligible Parties and Termination of the Owner-Controlled Insurance Program

We have the right to terminate or to modify the owner-controlled insurance program upon 30 days advance written notice to Marnell Corrao and each subcontractor covered by the owner-controlled insurance program. If Marnell Corrao or any subcontractor fails to, or is ineligible to, enroll in the owner-controlled insurance program or the owner-controlled insurance program is terminated, Marnell Corrao and the subcontractors must provide, pay for and maintain the following types of coverage in accordance with the requirements of the construction contract, including as to coverage amounts, and in addition to the additional insurance noted above:

- commercial general liability insurance;
- workers' compensation and employer's liability insurance; and
- umbrella and excess liability insurance.

For all of these policies, Marnell Corrao and all subcontractors must obtain a waiver of subrogation, where allowed by law, against us and all other named insureds and their agents and employees.

Indemnification

Marnell Corrao has agreed to indemnify us, our affiliates and our lenders (including trustees and agents relating to the lenders under the credit facilities and the trustee on behalf of the second mortgage note holders) from all claims, liabilities, obligations, losses, suits, actions, legal proceedings, damages, costs, expenses, awards or judgments, including reasonable attorneys' fees and costs, that relate to or arise out of performance of the work or any act or omission of Marnell Corrao or any subcontractor or vendor and that are imposed by law or relate to, among other things:

- personal injury;
- death;
- property damage;
- violations of or failure to comply with applicable laws;
- variations from the construction contract;
- any infringement of third party rights, including copyright and patent rights;
- mechanics' liens relating to Marnell Corrao's work; or
- any breach or alleged breach of Marnell Corrao's representations, obligations, covenants or agreements in the construction contract.

In the event of contributory negligence by us and/or any indemnitee, Marnell Corrao will only be liable for payment in direct proportion to Marnell Corrao's percentage of fault, if any. Further, Marnell Corrao's indemnification obligation does not apply to a claim to the extent of any insurance proceeds actually received by the indemnitee or to a claim related to hazardous materials, subject to certain exceptions, and is limited as to liquidated damages for delay in completion of construction.

Also, under the construction contract, Wynn Las Vegas has agreed to indemnify Marnell Corrao and its affiliates from all claims, liabilities, obligations, losses, suits, actions, legal proceedings, damages, costs, expenses, awards or judgments, including reasonable attorneys'

fees and costs suffered by or threatened against Marnell Corrao and /or its affiliates that relate to or arise out of any act or omission by us and that are imposed by law or relate to:

- personal injury;
- death;
- property damage; or
- any breach or alleged breach of Wynn Las Vegas' warranties, representations, obligations, covenants or agreements in the construction contract.

Certain liability limitations and releases in favor of the owner contained in the construction contract are also express limitations on the owner's indemnity obligations.

Termination of Construction Contract

Except as described below, we may cancel the construction contract or suspend, reduce, interrupt or delay, in whole or in part, the construction for our convenience at any time and under any circumstances by providing written notice to Marnell Corrao. If we cancel, suspend, reduce, interrupt or delay the construction contract, Marnell Corrao will do only the work necessary to preserve and protect the work already in progress and complete any work not cancelled,

suspended, interrupted, delayed or reduced, and cancel all existing orders to vendors and subcontractors relating to terminated work. With respect to such cancellation, suspension, reduction, interruption or delay, the construction contract provides that we have no liability to Marnell Corrao or any subcontractor or vendor for, and neither Marnell Corrao nor any subcontractor or vendor may make any claim for, lost profit or overhead, and they have agreed to expressly limit their remedies in such event. However, our rights to terminate, suspend or delay the construction and the limitation on Marnell Corrao's remedies conflict with express provisions of the Nevada Revised Statutes and may not be enforceable. See "Risk Factors—Risks Associated with Our Construction of Le Rêve—The development costs of Le Rêve are estimates only, and actual development costs may be higher than expected."

Lenders

Marnell Corrao has agreed to cooperate with all lenders, trustees, intercreditor agents, administrative agents and disbursement agents whom we designate, and will, on request, execute and deliver documents and instruments reasonably requested by those persons, including an amendment to the construction contract, so long as the amendment does not materially or substantially alter the rights, duties or obligations of Marnell Corrao and the subcontractors under the construction contract. Representatives of our lenders and the designated trustees, intercreditor agents, administrative agents and disbursement agents will also have access to the work and site and are entitled to audit Marnell Corrao, subcontractors and vendors to the same extent as we are. Material changes to the drawings, specifications, contract time and guaranteed maximum price also may be subject to approval of our lenders pursuant to the disbursement agreement.

Claims and Disputes

All claims relating to the construction contract initially must be made to us within 14 days after the claim arises. If we do not resolve the claim, the claim may be submitted to a court of competent jurisdiction in the state or federal courts in Las Vegas or Clark County, Nevada. Pending resolution of any claim, and subject to the Nevada Revised Statutes, Marnell Corrao will continue to perform construction so long as Marnell Corrao is paid for any amounts not in dispute. See "Risk Factors—Risks Associated with Our Construction of Le Rêve—The

development costs of Le Rêve are estimates only, and actual development costs may be higher than expected."

Construction of the Parking Garage

Wynn Las Vegas has entered into a design/build contract with Bomel for the design and construction of the principal parking garage for a lump sum of $9.9 million, subject to specified exceptions. The principal parking garage will consist of approximately 1,840 parking spaces and associated infrastructure. Design work for the construction is substantially complete. We expect that construction will commence in October 2002.

Bomel and its subcontractors will be covered by the owner-controlled insurance program to the same extent and subject to the same exceptions and requirements as Marnell Corrao and its subcontractors for the casino and hotel portion of Le Rêve. The obligations of Bomel will not be bonded.

The construction contract for the parking garage provides that the maximum cost to us for completion of Bomel's work on the garage will not exceed $9.9 million, subject to certain exceptions, including any changes in the scope of work, force majeure or owner delays. To complete the garage facility, we expect to perform additional work under our own direction, which is budgeted to cost an additional approximately $1.65 million.

Bomel's general construction warranty extends for one year, and up to five years with regard to some watertight aspects, after final completion of its work on the garage facility.

Construction of the Golf Course

We estimate that the cost to construct the golf course will be approximately $21.5 million. We currently are soliciting bids for the construction of the golf course and expect to award the contract in the fourth quarter of 2002. We cannot guarantee that our ultimate contract with a golf course contractor will contain provisions to protect us against cost overruns or delays associated with the golf course construction or that we will be able to obtain a guaranteed maximum price of $21.5 million.

OUR AFFILIATE'S OPPORTUNITY IN MACAU

The Macau Opportunity

Wynn Resorts owns an approximately 82.5% economic interest in Wynn Macau through a line of subsidiaries that is separate from the subsidiaries of Wynn Resorts that own Le Rêve and, accordingly, Wynn Macau is not part of the restricted group. As a result, cash flow generated by the Macau casino(s) operated by Wynn Macau may not be available to service our indebtedness, including our obligations under the second mortgage notes, or support our operations, and financing documents for the Macau opportunity may contain restrictions or prohibitions on the distribution to Wynn Resorts of any cash flow generated by the Macau casino(s). In addition, because Wynn Macau and the Macau-related subsidiaries of Wynn Resorts are owned by Wynn Resorts, which is not a guarantor of the second mortgage notes, the assets consisting of Wynn Resorts' Macau project(s) will not be included in the collateral.

Wynn Macau recently entered into a 20-year concession agreement with the government of the Macau Special Administrative Region of the People's Republic of China to construct and operate one or more casino gaming properties in Macau. The Macau peninsula, located in southeast China on the South China Sea, is approximately 37 miles southwest of Hong Kong. Macau has been an established gaming market for at least 40 years and, according to the U.S. & Foreign Commercial Service American Consulate General, Hong Kong, Macau's casinos generated approximately US $2.1 billion in gaming revenue in 2000. Wynn Macau currently is one of three concessionaires permitted to operate a casino gaming business in Macau.

The concession agreement requires Wynn Macau to construct and operate one or more casino gaming properties in Macau, including, at a minimum, one full-service casino resort by the end of December 2006, and invest not less than a total of 4 billion patacas (approximately US $500 million, based on the October 17, 2002 exchange rate of approximately eight Macau patacas to one U.S. dollar, which is the middle of the buy and sell rates as reported by the Monetary Authority of Macau) in Macau-related projects by June 26, 2009. Wynn Macau will not begin construction or operation of any casino in Macau until a

number of objectives and conditions are met, including obtaining sufficient financing. After construction of the first phase of Wynn Macau's first casino resort, Wynn Macau intends to satisfy its remaining financial obligations under the concession agreement through the development of future phased expansions and, possibly, additional casino resorts.

Wynn Macau currently contemplates that it will develop, construct and begin operations of its initial casino resort in phases, with the first phase consisting of a casino and several food and beverage outlets. Wynn Macau has not yet determined the cost of construction of the first phase of its first casino resort. If the financing arrangements for the construction of the initial phase of the casino resort are completed and if certain necessary legislative changes have been enacted by the Macau government, Wynn Macau expects to begin construction of the first phase of its first casino resort in 2003. Accordingly, Wynn Macau could complete construction of the first phase of the casino resort and begin casino operations as early as 2004. Wynn Macau has already begun planning for the development of the initial phase of its first casino resort, including having discussions with construction contractors. The Macau government has granted to Wynn Macau the right to lease a parcel of land for its first permanent casino operations. Wynn Macau believes that this land, located in the outer harbor of downtown Macau opposite the largest, most well-known casino, the Hotel Lisboa, is an attractive location for its first Macau casino.

The government of Macau is encouraging significant foreign and domestic investment in new and expanded casino entertainment facilities in Macau to enhance its reputation as a casino resort destination, and to attract additional tourists and lengthen stays. Wynn Macau

believes that these efforts will provide an opportunity for growth in the Macau gaming and resort market. Gaming customers from Hong Kong, southeast China, Taiwan and other locations in Asia can reach Macau in a relatively short period of time, and visitors from more distant locations in Asia can take advantage of short travel times by air to Macau or to Hong Kong. The relatively easy access from major population centers promotes Macau as a popular gaming destination in Asia. We plan to capitalize on these favorable market trends, utilizing our significant experience in Las Vegas by providing a Steve Wynn-designed property with appropriately high service standards.

Wynn Resorts intends to invest up to $40 million of the net proceeds from its initial public offering of its common stock in Wynn Macau as part of the financing of the Macau opportunity, in addition to the approximately $23.8 million Wynn Resorts has already invested in Wynn Macau. Wynn Macau has begun preliminary discussions to arrange the additional financing that would be required to complete the initial phase of its first casino resort. At the present time, Wynn Macau has not yet determined the amount of financing that will be required to complete the initial phase.

Wynn Macau will not begin construction or operation of any casino in Macau if it does not obtain the ability to extend credit to gaming customers and enforce gaming debts in Macau and if it does not obtain relief from the complementary income tax and the withholding tax on dividends imposed in Macau. Based on Wynn Macau's discussions with government officials, it believes legislative changes relating to these matters will be introduced by early 2003. However, such proposed legislative changes may not be enacted by the Macau government.

Concession Agreement with the Government of Macau

Wynn Macau has entered into a 20-year concession agreement with the government of the Macau Special Administrative Region of the People's Republic of China permitting it to construct and operate one or more casinos in Macau.

We have converted all pataca references into U.S. dollars using an exchange rate of approximately eight patacas to one U.S. dollar (which is the middle of the buy and sell rates on October 17, 2002, as reported by the Monetary Authority of Macau). The key terms of the concession agreement into which Wynn Macau has entered with the Macau government are as follows:

- Wynn Macau is obligated to invest no less than a total of 4 billion patacas (approximately US $500 million) in one or more casino projects in Macau by June 26, 2009 and must commence operations of its first permanent casino resort in Macau no later than December 2006. If Wynn Macau does not invest 4 billion patacas in casino projects by June 26, 2009, it is obligated to invest the remaining amount in projects related to its gaming operations in Macau that the Macau government approves, or in projects of public interest designated by the Macau government.

- Prior to April 1, 2009, the Macau government is prohibited from granting any additional concessions for the operation of casinos in Macau.

- Beginning in June 2005, or earlier if and when Wynn Macau begins operating casino games for the public, Wynn Macau must pay a fixed premium of 30 million patacas (approximately US $3.8 million) per year, and a variable premium based on the number of table games and machines Wynn Macau operates in Macau, with a set minimum of 45 million patacas (approximately US $5.6 million) per year (which is temporarily

lowered if Wynn Macau operates a temporary casino before completion of its first permanent casino resort).

- Wynn Macau must pay a special gaming tax of 35% on its gross gaming revenue.

- Wynn Macau must contribute a total of 4.0% of its gross gaming revenue for the promotion of public interests, infrastructure and tourism.

- Wynn Macau must pay taxes imposed by Macau law, including a complementary income tax at the rate of 15% on the profits realized from conducting business in Macau and a 15% withholding tax on dividends paid from Macau entities to their stockholders, unless Wynn Macau is granted exemptions from both of these taxes, which it is currently seeking, on the grounds that the tax payments required by the concession agreement are in lieu of the generally imposed complementary income tax and dividend withholding tax.

- Wynn Macau is obligated to maintain bank guarantees or bonds satisfactory to the government.

- At the end of the term of the concession agreement, and any agreed upon extensions, the areas defined as casino areas under Macau law and all of the gaming equipment pertaining to the operations of Wynn Macau will be automatically transferred to the government of Macau without

compensation to Wynn Macau.

- From June 27, 2017 until the end of the term of the concession agreement, the government of Macau will have the right to redeem the concession granted to Wynn Macau under the concession agreement and the government will be required to provide fair compensation for a resort-hotel-casino complex under the investment plan under the agreement. However, the concession agreement is unclear as to how the compensation provision will apply if more than one resort-hotel-casino has been built.

REGULATION AND LICENSING

The gaming industry is highly regulated. Gaming registrations, licenses and approvals, once obtained, can be suspended or revoked for a variety of reasons. We cannot assure you that we will obtain all required registrations, licenses and approvals on a timely basis or at all, or that, once obtained, the registrations, findings of suitability, licenses and approvals will not be suspended, conditioned, limited or revoked. See "Risk Factors—General Risks Associated with Our Business—Le Rêve will be subject to extensive state and local regulation, and licensing and gaming authorities have significant control over our operations, which could have a negative effect on our business." If we ever are prohibited from operating one of our gaming facilities, we would, to the extent permitted by law, seek to recover our investment by selling the property affected, but we cannot assure you that we would recover its full value.

Nevada

Introduction

The ownership and operation of casino gaming facilities in the State of Nevada are subject to the Nevada Gaming Control Act and the regulations made under the Act, as well as to various local ordinances. Once the resort is open, Le Rêve's operations, will be subject to the licensing and regulatory control of the Nevada Gaming Commission, the Nevada State Gaming Control Board and the Clark County Liquor and Gaming License Board, which we refer to collectively as the Nevada Gaming Authorities.

Policy Concerns of Gaming Laws

The laws, regulations and supervisory procedures of the Nevada Gaming Authorities are based upon declarations of public policy. These public policy concerns include, among other things:

- preventing unsavory or unsuitable persons from being directly or indirectly involved with gaming at any time or in any capacity;
- establishing and maintaining responsible accounting practices and procedures;
- maintaining effective controls over the financial practices of licensees, including establishing minimum procedures for internal fiscal affairs, and safeguarding assets and revenue, providing reliable recordkeeping and requiring the filing of periodic reports with the Nevada Gaming Authorities;
- preventing cheating and fraudulent practices; and
- providing a source of state and local revenue through taxation and licensing fees.

Changes in these laws, regulations and procedures could have significant negative effects on Le Rêve's proposed gaming operations and our financial condition and results of operations.

Owner and Operator Licensing Requirements

Before Le Rêve opens, Wynn Las Vegas, as the owner and operator of Le Rêve, will be required to seek approval from, and be licensed by, the Nevada Gaming Authorities as a limited liability company licensee, referred to as a company licensee. If Wynn Las Vegas is granted gaming licenses, it will have to pay periodic fees and taxes. The gaming licenses will not be transferable. We cannot assure you that Wynn Las Vegas will be able to obtain all approvals and licenses from the Nevada Gaming Authorities on a timely basis or at all.

Company Registration Requirements

Before Le Rêve opens, Wynn Resorts will be required to apply to, and be found suitable by, the Nevada Gaming Commission to own the equity interests of Valvino and to be registered by the Nevada Gaming Commission as a publicly traded corporation, referred to as a registered company, for the purposes of the Nevada Gaming Control Act. Valvino will be required to apply to, and be found suitable by, the Nevada Gaming Commission to own the equity interests of Wynn Resorts Holdings and to be registered by the Nevada Gaming Commission as an intermediary company. Wynn Resorts Holdings will also be required to apply to, and be found suitable by, the Nevada Gaming Commission to own the equity interests of Wynn Las Vegas and to be registered by the Nevada Gaming Commission as an intermediary company. Wynn Las Vegas, as an issuer of the second mortgage notes, will also qualify as a registered company and, in addition to being licensed, will be required to be registered by the Nevada Gaming Commission as a registered company. Wynn Capital will not be required to be registered or licensed, but may be required to be found suitable as a lender or financing source. We cannot assure you that the registrations, licenses and findings of suitability from the Nevada Gaming Authorities will be obtained on a timely basis or at all.

Periodically, we will be required to submit detailed financial and operating reports to the Nevada Gaming Commission and provide any other information that the Nevada Gaming Commission may require. Substantially all of our material loans, leases, sales of securities and similar financing transactions must be reported to, or approved by, the Nevada Gaming Commission.

Individual Licensing Requirements

No person may become a stockholder or member of, or receive any percentage of the profits of, an intermediary company or company licensee without first obtaining licenses and approvals from the Nevada Gaming Authorities. The Nevada Gaming Authorities may investigate any individual who has a material relationship to, or material involvement with, us to determine whether the individual is suitable or should be licensed as a business associate of a gaming licensee. We and our officers, directors and certain key employees will be required to file applications with the Nevada Gaming Authorities and may be required to be licensed or found suitable by the Nevada Gaming Authorities. The Nevada Gaming Authorities may deny an application for licensing for any cause which they deem reasonable. A finding of suitability is comparable to licensing, and both require submission of detailed personal and financial information followed by a thorough investigation. An applicant for licensing or an applicant for a finding of suitability must pay for all the costs of the investigation. Changes in licensed positions must be reported to the Nevada Gaming Authorities and, in addition to their authority to deny an application for a finding of suitability or licensing, the Nevada Gaming Authorities have the jurisdiction to disapprove a change in a corporate position.

If the Nevada Gaming Authorities were to find an officer, director or key employee unsuitable for licensing or unsuitable to continue having a relationship with us, we would have to sever all relationships with that person. In addition, the Nevada Gaming Commission may require us to terminate the employment of any person who refuses to file appropriate applications. Determinations of suitability or questions pertaining to licensing are not subject to judicial review in Nevada.

Redemption of Securities Owned By an Unsuitable Person

Wynn Resorts' articles of incorporation provide that, to the extent a gaming authority makes a determination of unsuitability or to the extent deemed necessary or advisable by the

board of directors, Wynn Resorts may redeem shares of its capital stock that are owned or controlled by an unsuitable person or its affiliates. The redemption price will be the amount, if any, required by the gaming authority or, if the gaming authority does not determine the price, the sum deemed by the board of directors to be the fair value of the securities to be redeemed. If Wynn Resorts determines the redemption price, the redemption price will be capped at the closing price of the shares on the principal national securities exchange on which the shares are listed on the trading date on the day before the redemption notice is given. If the shares are not listed on a national securities exchange, the redemption price will be capped at the closing sale price of the shares as quoted on The Nasdaq National Market or SmallCap Market, or if the closing price is not reported, the mean between the bid and asked prices, as quoted by any other generally recognized reporting system. Wynn Resorts' rights of redemption are not exclusive of any other rights that it may have or later acquire under any agreement, its bylaws or otherwise. Pursuant to the applicable restricted stock agreement, the redemption price for shares of unvested restricted stock will be a nominal amount. The redemption price may be paid in cash, by promissory note, or both, as required, and pursuant to the terms established by, the applicable gaming authority and, if not, as Wynn Resorts elects.

Aruze USA, which, before giving effect to the closing of Wynn Resorts' common stock offering, owns approximately 47.4% of Wynn Resorts' common stock, also will be required to apply to, and be licensed or found suitable by, the Nevada Gaming Commission and be registered as a holding company of Wynn Resorts prior to the opening of Le Rêve. Kazuo Okada is the owner of a controlling interest in Aruze Corp., the parent company of Aruze USA, and will also be required to be licensed or found suitable in respect of Wynn Resorts. Aruze Corp. will qualify as a publicly traded corporation under the terms of the Nevada Gaming Control Act and will be required to apply to, and be registered by, the Nevada Gaming Commission as a registered company and to be found suitable to own the stock of Aruze USA. Any beneficial owner of more than 10% of Aruze Corp.'s voting securities must also be licensed or found suitable, including Kazuo Okada and his son, Tomohiro Okada. Kazuo Okada is currently licensed by the Nevada Gaming Commission to own the shares of Universal Distributing of Nevada, Inc., a gaming machine manufacturer and distributor. Kazuo Okada and Tomohiro Okada previously sought approval from the Nevada Gaming Commission in connection with the proposed transfer of Universal Distributing to Aruze Corp. In connection with this application, the Nevada State Gaming Control Board raised certain concerns, including transactions which were then the subject of a pending tax case in Japan which involved Universal Distributing, Aruze Corp. and other related parties. The lower court in the Japanese tax case ruled in Aruze Corp.'s favor, but the Japanese tax authority has filed an appeal. It is unclear whether or how these events will affect the Nevada Gaming Commission's consideration of suitability with respect to Aruze USA's ownership of Wynn Resorts' stock.

Aruze Corp. has informed us that there are a number of outstanding issues in the Nevada State Gaming Board's investigation of the proposed transfer of Universal Distributing in addition to the issues relating to the transactions involved in the above-described tax proceeding. These issues, together with issues relating to the Japanese tax proceeding, if not satisfactorily resolved, could result in the denial of the application. No formal action of any kind has been taken by the Nevada State Gaming Control Board or the Nevada Gaming Commission in connection with these issues. The Nevada State Gaming Control Board and Aruze have agreed to defer the pursuit of the proposed transfer of Universal Distributing until or after the applications regarding Le Rêve have been acted upon. If the Nevada State Gaming Control Board or the Nevada Gaming Commission were to act adversely with respect to the pending proceeding involving Universal Distributing, that decision could adversely affect an

application filed by Aruze USA, Aruze Corp., Kazuo Okada or Tomohiro Okada in respect of Wynn Resorts.

If any gaming application of Aruze USA, Aruze Corp. or Kazuo Okada concerning Aruze USA's ownership of Wynn Resorts' stock is denied by Nevada gaming authorities or requested to be withdrawn or is not filed within 90 days after the filing of Wynn Resorts' application, then, under certain circumstances, Wynn Resorts has the right to require Mr. Wynn to purchase the shares owned by Aruze USA in Wynn Resorts, including with a promissory note, or the right to purchase the shares directly with a promissory note. If Wynn Resorts is required to purchase the shares held by Aruze USA, it may have to issue a promissory note to Aruze USA. Any such debt obligation on Wynn Resorts' balance sheet may negatively affect our financial condition. See "Certain Relationships and Related Transactions—Buy-Out of Aruze USA Stock."

Moreover, if the Nevada Gaming Commission were to determine that Aruze USA is unsuitable to hold a promissory note issued by Wynn Resorts or Mr. Wynn, the Nevada Gaming Commission could order Aruze USA or its affiliate to dispose of its voting securities within a prescribed period of time that may not be sufficient.

If Aruze USA or its affiliate does not dispose of its voting securities within the prescribed period of time, or if Wynn Resorts fails to pursue all lawful efforts to require Aruze USA or its affiliate to relinquish its voting securities, including, if necessary, the immediate purchase of the voting securities for cash at fair market value, the Nevada Gaming Commission could determine that Wynn Resorts was unsuitable or could take disciplinary action against Wynn Resorts. Disciplinary action could result in the limitation, conditioning, suspension or revocation of any approvals or gaming licenses held by Wynn Resorts (and, as a result, Wynn Las Vegas) and/or the imposition of a significant monetary fine against Wynn Resorts. Any such disciplinary action could significantly impair our operations.

Consequences of Violating Gaming Laws

If the Nevada Gaming Commission decides that we violated the Nevada Gaming Control Act or any of its regulations, it could limit, condition, suspend or revoke the registrations and findings of suitability of Wynn Resorts, Valvino and Wynn Resorts Holdings, and the registration and gaming license of Wynn Las Vegas. In addition, Wynn Resorts, Valvino, Wynn Resorts Holdings, Wynn Las Vegas and the persons involved could be subject to substantial fines for each separate violation of the Nevada Gaming Control Act, or of the regulations of the Nevada Gaming Commission, at the discretion of the Nevada Gaming Commission. Further, the Nevada Gaming Commission could appoint a supervisor to operate Le Rêve and, under specified circumstances, earnings generated during the supervisor's appointment (except for the reasonable rental value of the premises) could be forfeited to the State of Nevada. Limitation, conditioning or suspension of any of our gaming licenses and the appointment of a supervisor could, and revocation of any gaming license would, have a significant negative effect on our gaming operations.

Requirements for Beneficial Securities Holders

Regardless of the number of shares held, any beneficial holder of Wynn Resorts' voting securities, may be required to file an application, be investigated and have that person's suitability as a beneficial holder of voting securities determined if the Nevada Gaming Commission has reason to believe that the ownership would otherwise be inconsistent with the declared policies of the State of Nevada. If the beneficial holder of the voting securities of Wynn Resorts who must be found suitable is a corporation, partnership, limited partnership,

limited liability company or trust, it must submit detailed business and financial information including a list of beneficial owners. The applicant must pay all costs of the investigation incurred by the Nevada Gaming Authorities in conducting any investigation.

The Nevada Gaming Control Act requires any person who acquires more than 5% of the voting securities of a registered company to report the acquisition to the Nevada Gaming Commission. The Nevada Gaming Control Act requires beneficial owners of more than 10% of a registered company's voting securities to apply to the Nevada Gaming Commission for a finding of suitability within 30 days after the Chairman of the Nevada State Gaming Control Board mails the written notice requiring such filing. Under certain circumstances, an "institutional investor," as defined in the Nevada Gaming Control Act, which acquires more than 10%, but not more than 15%, of the registered company's voting securities may apply to the Nevada Gaming Commission for a waiver of a finding of suitability if the institutional investor holds the voting securities for investment purposes only. An institutional investor will not be deemed to hold voting securities for investment purposes unless the voting securities were acquired and are held in the ordinary course of business as an institutional investor and not for the purpose of causing, directly or indirectly, the election of a majority of the members of the board at directors of the registered company, a change in the registered company's corporate charter, bylaws, management, policies or operations of the registered company, or any of its gaming affiliates, or any other action which the Nevada Gaming Commission finds to be inconsistent with holding Wynn Resorts' voting securities for investment purposes only. Activities which are not deemed to be inconsistent with holding voting securities for investment purposes only include:

- voting on all matters voted on by stockholders or interest holders;
- making financial and other inquiries of management of the type normally made by securities analysts for informational purposes and not to cause a change in its management, policies or operations; and
- other activities that the Nevada Gaming Commission may determine to be consistent with such investment intent.

The articles of incorporation of Wynn Resorts include provisions intended to help it implement the above restrictions.

Consequences of Being Found Unsuitable

Any person who fails or refuses to apply for a finding of suitability or a license within 30 days after being ordered to do so by the Nevada Gaming Commission or by the Chairman of the Nevada State Gaming Control Board, or who refuses or fails to pay the investigative costs incurred by the Nevada Gaming Authorities in connection with the investigation of its application, may be found unsuitable. The same restrictions apply to a record owner if the record owner, after request, fails to identify the beneficial owner. Any person found unsuitable and who holds, directly or indirectly, any beneficial ownership of any voting security or debt security of a registered company beyond the period of time as may be prescribed by the Nevada Gaming Commission may be guilty of a criminal offense. Wynn Resorts will be subject to disciplinary action if, after it receives notice that a person is unsuitable to hold an equity interest or to have any other relationship with, it:

- pays that person any dividend or interest upon any voting securities;
- allows that person to exercise, directly or indirectly, any voting right held by that person relating to Wynn Resorts;

- pays remuneration in any form to that person for services rendered or otherwise; or
- fails to pursue all lawful efforts to require the unsuitable person to relinquish such person's voting securities including, if necessary, the immediate purchase of the voting securities for cash at fair market value.

Gaming Laws Relating to Securities Ownership

The Nevada Gaming Commission may, in its discretion, require the holder of any debt or similar securities of a registered company, such as the second mortgage notes, to file applications, be investigated and be found suitable to own the debt or other security of the registered company if the Nevada Gaming Commission has reason to believe that such ownership would otherwise be inconsistent with the declared policies of the State of Nevada. If the Nevada Gaming Commission decides that a person is unsuitable to own the security, then under the Nevada Gaming Control Act, the registered company can be sanctioned, including the loss of its approvals, if without the prior approval of the Nevada Gaming Commission, it:

- pays to the unsuitable person any dividend, interest or any distribution whatsoever;
- recognizes any voting right by the unsuitable person in connection with the securities;
- pays the unsuitable person remuneration in any form; or
- makes any payment to the unsuitable person by way of principal, redemption, conversion, exchange, liquidation or similar transaction.

Wynn Resorts will be required to maintain a current stock ledger in Nevada which may be examined by the Nevada Gaming Authorities at any time. If any securities are held in trust by an agent or by a nominee, the record holder may be required to disclose the identity of the beneficial owner to the Nevada Gaming Authorities. A failure to make the disclosure may be grounds for finding the record holder unsuitable. Wynn Resorts will be required to render maximum assistance in determining the identity of the beneficial owner of any of Wynn Resorts' voting securities. The Nevada Gaming Commission has the power to require the stock certificates of any registered company to bear a legend indicating that the securities are subject to the Nevada Gaming Control Act. We do not know whether this requirement will be imposed on Wynn Resorts.

Approval of Public Offerings

Once Wynn Resorts and Wynn Las Vegas become registered companies, they may not make a public offering of their securities without the prior approval of the Nevada Gaming Commission if they intend to use the securities or the proceeds from the offering to construct, acquire or finance gaming facilities in Nevada, or to retire or extend obligations incurred for those purposes or for similar transactions. Any approval that Wynn Resorts or Wynn Las Vegas might receive in the future relating to the offering of common stock, the offering of the second mortgage notes or future offerings does not constitute a finding, recommendation or approval by any of the Nevada Gaming Authorities as to the accuracy or adequacy of the offering memorandum or the investment merits of the securities. Any representation to the contrary is unlawful.

The regulations of the Nevada Gaming Commission also provide that any entity which is not an "affiliated company," as that term is defined in the Nevada Gaming Control Act, or which is not otherwise subject to the provisions of the Nevada Gaming Control Act or regulations, such as Wynn Resorts and Wynn Las Vegas, that plans to make a public offering

of securities intending to use such securities, or the proceeds from the sale thereof, for the construction or operation of gaming facilities in Nevada, or to retire or extend obligations incurred for such purposes, may apply to the Nevada Gaming Commission for prior approval of such offering. The Nevada Gaming Commission may find an applicant unsuitable based solely on the fact that it did not submit such an application, unless upon a written request for a ruling, referred to as a ruling request, the Nevada State Gaming Control Board Chairman has ruled that it is not necessary to submit an application. The offering of second mortgage notes pursuant to this prospectus and the offering of common stock by Wynn Resorts each will qualify as a public offering. The Nevada State Gaming Control Board Chairman considered Wynn Resorts' and Wynn Las Vegas' ruling request and issued an administrative ruling that it is not necessary to submit an application for prior approval of this offering or the offering of common stock.

The pledge of the equity interests in Wynn Resorts Holdings and Wynn Las Vegas, referred to as the pledge, and the guarantees in respect of the second mortgage notes will require the prior approval of the Nevada Gaming Commission, upon the recommendation of the Nevada State Gaming Control Board, in order to remain effective at such time as Wynn Resorts becomes a registered company. The restrictions on the transfer of, and agreement not to encumber the equity interests of, Wynn Resorts Holdings, referred to as a negative pledge, will also require approval of the Nevada Gaming Commission, upon the recommendation of the Nevada State Gaming Control Board, in order to remain effective at such time as Wynn Resorts becomes a registered company. An approval of the pledge by the Nevada Gaming Commission will not constitute approval to foreclose on the pledge. Separate approval would be required to foreclose on the pledge and transfer ownership of the equity interests and that approval would require the licensing of the trustee under the indenture or other secured party, unless such licensing is waived on application of such secured party. No assurance can be given that the pledge, negative pledge or guarantees will be approved, or that if approved, approval to foreclose on the pledge would be granted, or that the trustee under the indenture would be licensed or receive a waiver of licensing requirements. Foreclosure of the lien on collateral consisting of gaming devices in respect of the second mortgage notes and the taking of possession of those gaming devices may required the prior licensing of the trustee as a distributor by the Nevada Gaming Commission. However, the Nevada Gaming Control Act provides that in the case of foreclosure of a lien by a person holding a security interest for which gaming devices are security in whole or in part, the Nevada State Gaming Control Board may authorize the disposition of the gaming devices without requiring a distributor's license. No assurance can be given that the Nevada State Gaming Control Board would grant such approval or that if such approval were not granted, the trustee would be granted a license as a distributor.

Approval of Changes in Control

Once Wynn Resorts and Wynn Las Vegas become registered companies, they must obtain prior approval of the Nevada Gaming Commission with respect to a change in control through:

- merger;
- consolidation;
- stock or asset acquisitions;
- management or consulting agreements; or

- any act or conduct by a person by which the person obtains control of them.

Entities seeking to acquire control of a registered company must satisfy the Nevada State Gaming Control Board and Nevada Gaming Commission with respect to a variety of stringent standards before assuming control of the registered company. The Nevada Gaming Commission may also require controlling stockholders, officers, directors and other persons having a material relationship or involvement with the entity proposing to acquire control to be investigated and licensed as part of the approval process relating to the transaction.

Approval of Defensive Tactics

The Nevada legislature has declared that some corporate acquisitions opposed by management, repurchase of voting securities and corporate defense tactics affecting Nevada gaming licenses, and registered companies that are affiliated with those operations, may be harmful to stable and productive corporate gaming. The Nevada Gaming Commission has established a regulatory scheme to reduce the potentially adverse effects of these business practices upon Nevada's gaming industry and to further Nevada's policy to:

- assure the financial stability of corporate gaming operators and their affiliates;
- preserve the beneficial aspects of conducting business in the corporate form; and
- promote a neutral environment for the orderly governance of corporate affairs.

Once Wynn Resorts and Wynn Las Vegas become a registered company, approvals may be required from the Nevada Gaming Commission before they can make exceptional repurchases of voting securities above their current market price and before a corporate acquisition opposed by management can be consummated. The Nevada Gaming Control Act also requires prior approval of a plan of recapitalization proposed by a registered company's board of directors in response to a tender offer made directly to its stockholders for the purpose of acquiring control.

Fees and Taxes

License fees and taxes, computed in various ways depending on the type of gaming or activity involved, are payable to the State of Nevada and to the counties and cities in which the licensed subsidiaries respective operations are conducted. Depending upon the particular fee or tax involved, these fees and taxes are payable either monthly, quarterly or annually and are based upon either:

- a percentage of the gross revenue received;
- the number of gaming devices operated; or
- the number of table games operated.

A casino entertainment tax is also paid by casino operations where entertainment is furnished in connection with the selling or serving of food or refreshments or the selling of merchandise.

Foreign Gaming Investigations

Any person who is licensed, required to be licensed, registered, required to be registered, or is under common control with those persons (collectively, "licensees"), and who proposes to become involved in a gaming venture outside of Nevada, is required to deposit with the Nevada State Gaming Control Board, and thereafter maintain, a revolving fund in the amount of $10,000 to pay the expenses of investigation of the Nevada State Gaming Control Board of the licensee's or registrant's participation in such foreign gaming. The revolving fund is

subject to increase or decrease in the discretion of the Nevada Gaming Commission. Licensees and registrants are required to comply with the reporting requirements imposed by the Nevada Gaming Control Act. A licensee or registrant is also subject to disciplinary action by the Nevada Gaming Commission if it:

- knowingly violates any laws of the foreign jurisdiction pertaining to the foreign gaming operation;
- fails to conduct the foreign gaming operation in accordance with the standards of honesty and integrity required of Nevada gaming operations;
- engages in any activity or enters into any association that is unsuitable because it poses an unreasonable threat to the control of gaming in Nevada, reflects or tends to reflect,
- discredit or disrepute upon the State of Nevada or gaming in Nevada, or is contrary to the gaming policies of Nevada;
- engages in activities or enters into associations that are harmful to the State of Nevada or its ability to collect gaming taxes and fees; or
- employs, contracts with or associates with a person in the foreign operation who has been denied a license or finding of suitability in Nevada on the ground of unsuitability.

License for Conduct of Gaming and Sale of Alcoholic Beverages

The conduct of gaming activities and the service and sale of alcoholic beverages at Le Rêve will be subject to licensing, control and regulation by the Clark County Liquor and Gaming Licensing Board. In addition to approving Wynn Las Vegas, the Clark County Liquor and Gaming License Board has the authority to approve all persons owning or controlling the stock of any corporation controlling a gaming license. All licenses are revocable and are not transferable. The

county agency has full power to limit, condition, suspend or revoke any license. Any disciplinary action could, and revocation would, have a substantial negative impact upon our operations.

MANAGEMENT

Directors and Executive Officers

Wynn Capital is a wholly owned subsidiary of Wynn Las Vegas. Wynn Las Vegas is a Nevada limited liability company, the sole member of which is Wynn Resorts Holdings. Valvino is the sole member of Wynn Resorts Holdings, and Wynn Resorts is the sole member of Valvino. Wynn Las Vegas, Wynn Resorts Holdings and Valvino are member-managed limited liability companies and do not have boards of directors. As a result, Wynn Resorts, through its subsidiaries, controls Wynn Las Vegas and Wynn Capital. Upon consummation of this offering, the following individuals will serve as directors and executive officers of Wynn Resorts and Wynn Capital, respectively, and their ages and positions will be as follows:

Name	Age	Positions
Stephen A. Wynn	60	Chairman of the Board and Chief Executive Officer
Kazuo Okada	60	Vice Chairman of the Board
Ronald J. Kramer	43	Director and President
Robert J. Miller	57	Director
John A. Moran	70	Director
Elaine P. Wynn	60	Director
Stanley R. Zax	64	Director
Allan Zeman	54	Director
Marc D. Schorr	54	Chief Operating Officer
John Strzemp	50	Executive Vice President—Chief Financial Officer
Marc H. Rubinstein	41	Senior Vice President—General Counsel and Secretary
Matt Maddox	27	Vice President—Investor Relations and Treasurer
Kenneth R. Wynn	50	President, Wynn Design & Development
DeRuyter O. Butler	46	Executive Vice President—Architecture, Wynn Design & Development
W. Todd Nisbet	34	Executive Vice President—Project Director, Wynn Design & Development

Stephen A. Wynn has served as Chairman of the Board and Chief Executive Officer of Wynn Resorts since June 2002. From April 2000 to September 2002, Mr. Wynn was the managing member of Valvino. From 1973 until 2000, Mr. Wynn served as Chairman of the Board, President and Chief Executive Officer of Mirage Resorts and its predecessor. Mr. Wynn is a Trustee of the University of Pennsylvania. Mr. Wynn is married to Elaine P. Wynn and is the brother of Kenneth R. Wynn.

Kazuo Okada has agreed to serve as Vice Chairman of the Board of Wynn Resorts. Mr. Okada founded Aruze Corp., a Japanese manufacturer of pachislot and pachinko machines and video game software, in 1969 and serves as its President. Mr. Okada also owns, and is currently licensed by the Nevada Gaming Commission to own the shares of, Universal Distributing of Nevada, Inc., a gaming machine supplier company. Mr. Okada also serves as Chairman of Adores Corporation, a subsidiary of Aruze Corp. and an operator of amusement centers in Japan.

Ronald J. Kramer has agreed to serve as President and as a director of Wynn Resorts. Mr. Kramer has served as President of Wynn Resorts Holdings since April 2002. From July 1999 to October 2001, Mr. Kramer was a Managing Director at Dresdner Kleinwort

Wasserstein, an investment banking firm, and at its predecessor Wasserstein Perella & Co. Mr. Kramer served as Chairman and Chief Executive Officer of Ladenburg Thalmann Group Inc. from May 1995 to July 1999. Mr. Kramer is also a member of the board of directors of TMP Worldwide, Inc., Griffon Corporation, Lakes Entertainment, Inc. and New Valley Corporation.

Robert J. Miller has agreed to serve as a director of Wynn Resorts. Robert J. Miller has been a partner of the Nevada law firm of Jones Vargas since January 1999. He is also counsel to KNP, a government relations company, which is a subsidiary of the Dutko Group based in Washington, DC. From January 1989 until January 1999, he served as Governor of the State of Nevada, and, from 1987 to 1989, he served as Lieutenant Governor of the State of Nevada. Mr. Miller serves as a Director of Zenith National Insurance Corp., Newmont Mining Corporation, International Game Technology, America West Holdings Corporation and K12 Inc. He also serves as a member of the U.S. Secretary of Energy Advisory Board and several national charitable organizations.

John A. Moran has agreed to serve as a director of Wynn Resorts. Mr. Moran is the retired Chairman of Dyson-Kissner-Moran Corporation, a private investment entity. Mr. Moran is the honorary Co-Chairman of the Republican Leadership Council of Washington, D.C. He served as Chairman of the Republican National Finance Committee from 1993 to 1995 and subsequently became National Finance Chairman of the Dole for President campaign. Mr. Moran is currently a director of Bessemer Securities Corporation and Golden State Bancorp.

Elaine P. Wynn has agreed to serve as a director of Wynn Resorts. Mrs. Wynn has served as Co-Chairperson of the Greater Las Vegas Inner-City Games Foundation since 1996 and currently serves on the Executive Board of the Consortium for Policy Research in Education and the Council to Establish Academic Standards in Nevada. Mrs. Wynn has been active in civic and philanthropic affairs in Las Vegas for many years and has received numerous honors for her charitable and community work. Mrs. Wynn served as a director of Mirage Resorts from 1977 until 2000. Mrs. Wynn is married to Stephen A. Wynn.

Stanley R. Zax has agreed to serve as a director of Wynn Resorts. Since 1977, Mr. Zax has served as Chairman of the Board, and, since 1978, has served as President, CEO and Chairman of the Board of Zenith National Insurance Corp., a New York Stock Exchange company. Zenith National Insurance Corp. and

Zenith Insurance Company, its wholly owned subsidiary, are engaged in the property-casualty insurance business. Zenith Insurance Company also conducts real estate operations.

Allan Zeman has agreed to serve as a director of Wynn Resorts. Mr. Zeman has served as chairman of Lan Kwai Fong Holdings Limited, a company engaged in property investment and development, since July 1996. From 1994 to February 2002, Mr. Zeman served as chairman of Colby International Limited, a group engaged in sourcing apparel and customer hardlines. Mr. Zeman also serves as a director of the Algo Group, a company located in Montreal Canada, and Mighty Pacific Investment Inc.

Marc D. Schorr serves as Chief Operating Officer of Wynn Resorts. Since April 2001, Mr. Schorr has served as Chief Operating Officer of Wynn Resorts Holdings. From June 2000 through April 2001, Mr. Schorr served as Chief Operating Officer of Valvino. From January 1997 through May 2000, Mr. Schorr served as President of The Mirage Casino-Hotel, a gaming company and then a wholly owned subsidiary of Mirage Resorts.

John Strzemp serves as Executive Vice President—Chief Financial Officer of Wynn Resorts. Since November 2001, Mr. Strzemp has served as Executive Vice President and Chief

Financial Officer of Wynn Resorts Holdings. Mr. Strzemp was Executive Vice President, Chief Financial Officer of Bellagio, LLC, a gaming company and then a wholly owned subsidiary of Mirage Resorts, from April 1998 to October 2000 and President of Treasure Island Corp., a gaming company and then a wholly owned subsidiary of Mirage Resorts, from January 1997 to April 1998.

Marc H. Rubinstein serves as Senior Vice President—General Counsel of Wynn Resorts. Since April 2001, Mr. Rubinstein has served as Senior Vice President—General Counsel of Wynn Resorts Holdings. Since June 2000, Mr. Rubinstein has also served as Senior Vice President—General Counsel of Valvino. From October 1992 to December 1999, Mr. Rubinstein served as Senior Vice President—General Counsel & Secretary of Desert Palace, Inc., a gaming company that did business as Caesars Palace and was a wholly owned subsidiary of Caesars World, Inc. From February 1996 to June 2000, Mr. Rubinstein also served as Senior Vice President and General Counsel of the Sheraton Desert Inn Corporation, a gaming company that did business as The Desert Inn and then a wholly owned subsidiary of ITT Sheraton Corp. and Starwood Hotels & Resorts Worldwide, Inc.

Matt Maddox serves as Vice President—Investor Relations and Treasurer of Wynn Resorts. Mr. Maddox has served as Vice President—Investor Relations and Treasurer of Wynn Resorts Holdings since June 2002. From February 2000 to June 2002, Mr. Maddox served as Vice President—Corporate Finance of Park Place Entertainment, a gaming company. From May 1998 to February 2000, Mr. Maddox was an analyst in the mergers and acquisitions department of Banc of America Securities LLC.

Kenneth R. Wynn has served as President of Wynn Design & Development, LLC, a wholly owned subsidiary of Valvino, since June 2000. From 1973 until 2000, he served as Vice President—Design and Construction and Secretary of Mirage Resorts, except for the periods August 1993 through July 1994 and March 1997 through June 1999. Kenneth R. Wynn also served as President of Atlandia Design & Furnishings, Inc., a construction supervision and design company and then a wholly owned subsidiary of Mirage Resorts, from 1974 to 2000. Kenneth R. Wynn is Stephen A. Wynn's brother.

DeRuyter O. Butler has served as Executive Vice President—Architecture of Wynn Design & Development since June 2000. In 2000, Mr. Butler co-founded Butler/Ashworth Architects, Ltd., LLC, an architecture firm, and has served as its Executive Vice President of Architecture since March 2000. Mr. Butler served as Director of Architecture of Atlandia Design & Furnishings from December 1982 to May 2000.

W. Todd Nisbet has served as Executive Vice President—Project Director of Wynn Design & Development since July 2000. From 1999 to 2000, Mr. Nisbet served as Vice President Operations of Marnell Corrao Associates, Inc., a design/build firm, and from 1995 to 1999, Mr. Nisbet was Senior Project Manager of Marnell Corrao.

Board of Directors and Committees

Mr. Wynn and Aruze USA, together with Baron Asset Fund, have entered into a stockholders agreement pursuant to which Mr. Wynn and Aruze USA have agreed to vote their shares of Wynn Resorts' common stock for a slate of Wynn Resorts' directors, a majority of which will be designated by Mr. Wynn, of which at least two will be independent directors, and the remaining members of which will be designated by Aruze USA. The stockholders agreement will continue to be in effect after the completion of this offering. For more information about the stockholders agreement between Mr. Wynn, Aruze USA and Baron Asset Fund, see "Certain Relationships and Related Transactions—Stockholders Agreement."

Wynn Resorts' articles of incorporation and bylaws provide for a classified board of directors consisting of three classes of directors, each serving staggered three-year terms. As a result, a portion of Wynn Resorts' board of directors will be elected each year. To implement the classified board of directors structure, prior to the completion of Wynn Resorts' common stock offering, three of the members of the board of directors will be Class I directors elected to one-year terms, two will be Class II directors elected to two-year terms and three will be Class III directors elected to three-year terms. Thereafter, directors will be elected for three-year terms. Upon the completion of Wynn Resorts' common stock offering, Class I will consist of Elaine P. Wynn, Ronald J. Kramer and John A. Moran; Class II will consist of Mr. Wynn and Stanley R. Zax; and Class III will consist of Robert J. Miller, Allan Zeman and Kazuo Okada.

Wynn Capital expects to have a board of directors comprised of the same members as Wynn Resorts' board of directors.

Upon completion of Wynn Resorts' common stock offering, the board of directors of Wynn Resorts intends to appoint an executive committee, an audit committee and a compensation committee. Wynn Capital's board of directors will also appoint an executive committee, an audit committee and a compensation committee, which committees will be comprised of the same members as Wynn Resorts' committees. The composition of the board committees of Wynn Resorts and Wynn Capital will comply with the requirements of The Nasdaq National Market and the Sarbanes-Oxley Act of 2002.

The executive committees of Wynn Resorts and Wynn Capital will have all of the powers and authority of the board of directors in managing our business and affairs to the fullest extent authorized by Nevada law.

Wynn Resorts' audit committee will select on behalf of Wynn Resorts' entire board of directors an independent public accounting firm to be engaged to audit our financial statements, discuss with the independent auditors their independence, review and discuss the audited financial statements with the independent auditors and management and recommend to the board of directors whether the audited financials should be included in Wynn Las Vegas' Annual Reports on Form 10-K to be filed with the Securities and Exchange Commission. We expect that the audit committees of Wynn Resorts and Wynn Capital will be comprised of three independent directors.

The compensation committees of Wynn Resorts and Wynn Capital will review and approve on behalf of the entire board of directors of Wynn Resorts and Wynn Capital, respectively, the (1) annual salaries and other compensation of its respective officers, and (2) individual stock and stock option grants. The compensation committees of Wynn Resorts and Wynn Capital also will provide assistance and recommendations with respect to its respective compensation policies and practices and assist with the administration of the compensation plan of Wynn Resorts and Wynn Capital. We expect that each of the compensation committees of Wynn Resorts and Wynn Capital will be comprised of at least two independent directors.

Compensation Committee Interlocks and Insider Participation

As noted above, the board of directors of Wynn Resorts and Wynn Capital will appoint a compensation committee upon completion of Wynn Resorts' initial public offering. We do not expect that any of Wynn Resorts' or Wynn Capital's executive officers will serve as a director or member of the compensation committee of another entity, one of whose executive officers serves on Wynn Resorts' or Wynn Capital's board of directors or compensation committee.

Director Compensation

Upon completion of Wynn Resorts' initial public offering, each of the directors of Wynn Resorts and Wynn Capital who is not an employee of Wynn Resorts or its subsidiaries will receive a monthly fee of $4,000 for services as a director. Directors who serve on the executive, audit and compensation committees will receive an additional monthly fee of $1,000. Directors will also receive reimbursement for medical expenses and coverage under a life insurance program. Directors who are employees of Wynn Resorts or its subsidiaries will not receive compensation for their services as directors.

Each non-employee director of Wynn Resorts and Wynn Capital will receive stock options each year under Wynn Resorts' 2002 stock incentive plan in an amount to be determined. The stock options will have an exercise price equal to the market value of Wynn Resorts' common stock on the date of grant and will vest over a period defined in the option agreement.

Executive Compensation

The following table sets forth the annual and long-term compensation of Wynn Resorts' and Wynn Capital's Chief Executive Officer for the fiscal years ended December 31, 2001 and 2000. This table also includes, for the fiscal years ended December 31, 2001 and 2000, each of our five other most highly compensated executive officers (collectively, with the Chief Executive Officer, the "Named Executive Officers"). This compensation consists of compensation paid by Valvino, Wynn Resorts Holdings and Wynn Design & Development.

		Annual Compensation			
Name and Principal Position	**Year**	**Salary**	**Bonus**	**Other Annual Compensation**	**All Other Compensation (1)**
Stephen A. Wynn(2)	2001	$ 0	—	$ 71,190(3)(4)	—
Chief Executive Officer and President of Wynn Resorts Holdings	2000	0	—	31,511(3)(4)	—
Marc D. Schorr(5)	2001	$ 1.00	—	—	—
Chief Operating Officer of Wynn Resorts Holdings	2000	1.00	—	—	—
Kenneth R. Wynn(6)	2001	$ 1.00	—	—	—
President of Wynn Design & Development	2000	1.00	—	—	—
John Strzemp(7)	2001	$ 450,000	$ 300,530	—	$ 14,963
Executive Vice President and Chief Financial Officer of Wynn Resorts Holdings	2000	65,769	150,000	—	1,648
DeRuyter O. Butler(8)	2001	$ 350,000	—	—	$ 4,596
Executive Vice President—Architecture of Wynn Design & Development	2000	197,885	$ 35,000	—	336
Marc H. Rubinstein(9)	2001	$ 286,279	—	—	$ 11,847
Senior Vice President and General Counsel of Wynn Resorts Holdings	2000	113,708	$ 12,500	—	11,883

(1) Includes 401(k) matching contributions and executive life insurance premiums.

(2) Stephen A. Wynn served as managing member of Valvino from its inception to September 2002 and has served as Chief Executive Officer and President of Wynn Resorts Holdings since April 1, 2001.

(3) Represents (i) salary of a driver whom we employ for Stephen A. Wynn's business and personal use and (ii) accounting services.

(4) Stephen A. Wynn was the designated user of a country club membership that was owned by Valvino. Mr. Wynn paid all membership and other fees associated with his use of the membership. Valvino purchased the membership in 2000 at a cost of approximately $133,400. We did not incur any additional costs with respect to the club membership and, therefore, no compensation with respect to the membership is reflected herein.

(5) Mr. Schorr was employed by Valvino from June 1, 2000 until his employment with Wynn Resorts Holdings commenced on April 1, 2001.

(6) Kenneth R. Wynn's employment with Wynn Design & Development commenced on June 1, 2000.

(7) Mr. Strzemp was employed by Valvino from November 1, 2000 until his employment with Wynn Resorts Holdings commenced on April 1, 2001.

(8) Mr. Butler's employment with Wynn Design & Development commenced on June 1, 2000.

(9) Mr. Rubinstein was employed by Valvino from June 23, 2000 until his employment with Wynn Resorts Holdings commenced on April 1, 2001.

401(k) Plan

We established a retirement savings plan under Section 401(k) of the Internal Revenue Code covering our non-union employees on July 27, 2000. The plan allows employees to defer, within certain limits, up to 18% of their income on a pre-tax basis through contributions to this plan. We match the contributions, within prescribed limits, with an amount equal to 100% of the participant's initial 2% tax deferred contribution and 50% of the tax deferred contribution between 2% and 4% of the participant's compensation.

Wynn Resorts 2002 Stock Incentive Plan

Wynn Resorts has adopted its 2002 stock incentive plan. The 2002 stock incentive plan provides for the grant of stock awards, incentive stock options and non-qualified stock options to our employees, directors and specified consultants. Wynn Resorts intends to reserve a total of 9,750,000 shares of Wynn Resorts' common stock for issuance pursuant to the 2002 stock incentive plan, subject to certain adjustments set forth in the 2002 stock incentive plan.

Wynn Resorts' board of directors intends to delegate general administrative authority over the 2002 stock incentive plan to its compensation committee. The members of the compensation committee will be both "non-employee directors" within the meaning of Rule 16b-3 of the Securities Exchange Act of 1934, as amended, and "outside directors" within the meaning of Section 162(m) of the Internal Revenue Code of 1986, as amended. The administrator has broad authority to designate recipients of awards and determine the terms and provisions of awards, including the price, expiration date, vesting schedule and terms of exercise.

The exercise price of incentive stock options must be at least 100% of the fair market value of the common stock on the date of grant. Incentive stock options granted to optionees who own stock representing more than 10% of the voting power of all classes of capital stock of Wynn Resorts or any parent or subsidiary of Wynn Resorts must have an exercise price that is at least 110% of fair market value of the common stock on the grant date. The incentive options will expire no later than ten years from the date of grant, or five years with respect to incentive stock options granted to optionees who own more than 10% of our outstanding common stock. The exercise price of non-qualified stock options and the purchase price of stock awards will be determined by the administrator. The 2002 stock incentive plan generally will not allow for the transfer of options. However, the administrator may provide that non-qualified stock options may be transferred (1) pursuant to a qualified domestic relations order or (2) to a family member. During any fiscal year, no optionee may receive grants of incentive stock options and non-qualified stock options in the aggregate which cover more than 1,500,000 shares.

After the termination of the employment or services of an optionee for reasons other than for cause, death or disability, exercisable options generally will remain exercisable until the earlier of their expiration as set forth in the option agreement or 90 days after the date of termination of employment. If termination is due to death or disability, exercisable options generally will remain exercisable until the earlier of the expiration date stated in the option

agreement or 12 months after the date of death or termination of employment due to disability. If termination is for cause, all options, including vested and exercisable ones, will be immediately terminated and cancelled.

If certain events occur that result in a change of Wynn Resorts' organizational or ownership structure, the administrator has the discretion to do one or more of the following:

- shorten the exercise period of the options;
- accelerate the vesting schedule of options or stock awards;
- arrange to have the surviving or successor entity assume or replace options or stock awards; or
- cancel options or stock awards and pay to the holder in cash, with respect to each exercisable option, an amount equal to the excess of the then fair market value of the common stock over the exercise price of the option and, with respect to each stock award, the then fair market value of the stock subject to the award.

Wynn Resorts has the authority to amend, alter, suspend or terminate the 2002 stock incentive plan without stockholder approval provided that its doing so does not impair the rights of any optionee or increase the number of shares for which options and stock awards may be granted. Wynn Resorts may amend the plan with stockholder approval to increase the number of shares for which options and stock awards may be granted.

Following the completion of this offering and the offering of Wynn Resorts' common stock, Wynn Resorts intends to grant awards of 189,723 shares of restricted stock under its 2002 stock incentive plan to each of the following employees: DeRuyter O. Butler, W. Todd Nisbet, Marc D. Schorr, John Strzemp, Roger P. Thomas and Kenneth R. Wynn. The restricted stock to be granted to our employees will vest in October 2004 as to Mr. Strzemp, in May 2005 as to Mr. Schorr and Mr. Kenneth Wynn, in May 2006 as to Mr. Butler and Mr. Thomas and in June 2006 as to Mr. Nisbet. The restricted stock will vest immediately with respect to any individual if such individual terminates employment with us under circumstances that entitle him to receive a "separation payment" under his employment contract (as described below).

Wynn Resorts also intends to grant an award of 189,723 shares of restricted stock outside of the 2002 stock incentive plan to Franco Dragone, the executive producer and principal creator of our new entertainment production. The restricted stock awarded to Mr. Dragone will vest on June 30, 2006. However, the restricted stock will not vest, but instead will be immediately cancelled and retired, if, as of June 30, 2006: (1) the complete run of the entertainment production at Le Rêve has not commenced or has been cancelled due to any act or omission of Mr. Dragone and (2) Mr. Dragone has not successfully opened another production show for Wynn Resorts or its affiliates in another venue or, if opened, the complete run of such other show has been cancelled due to any act or omission of Mr. Dragone.

Employment Agreements

Wynn Resorts has entered into employment agreements with Stephen A. Wynn, John Strzemp, Marc D. Schorr and Marc H. Rubinstein, and Wynn Design & Development has entered into employment agreements with Kenneth R. Wynn and DeRuyter O. Butler.

Under Stephen A. Wynn's employment agreement, the annual base salary is $1,250,000 for the first year and will increase by $500,000 each year to a maximum of $2,750,000. Under Mr. Schorr's employment agreement, the annual base salary is $750,000 for the first year and

$1,000,000 thereafter. The annual base salary is $459,000 for Mr. Strzemp, $360,000 for Mr. Rubinstein, $350,000 for Mr. Butler and $250,000 for Kenneth Wynn.

The other terms of the employment contracts are substantially similar for each executive, except as noted below. Each executive will receive a bonus and is eligible for an increase in base salary at such times and in such amounts as Wynn Resorts' board of directors, in its sole and exclusive discretion, may determine. However, after Wynn Resorts' board of directors adopts a performance-based bonus plan, bonuses will be determined in accordance with the plan, except that Mr. Strzemp will be entitled to a minimum annual bonus of $150,000 per year. The term of each employment contract will begin on the effective date of this offering and end five years later, except that the term of Mr. Strzemp's employment contract will end on October 31, 2004, Kenneth Wynn's employment contract will end on May 31, 2005 and Mr. Butler's employment will end on May 31, 2006. If this offering does not close on or before April 1, 2003, the employment contracts will become null and void. In addition to base salary and bonuses, each executive will participate in all of Wynn Resorts' employee benefit plans that cover executives, to the extent that the executive is otherwise eligible, will receive reimbursement for reasonable business expenses (including entertainment, promotional, gift and travel expenses and club memberships), and will be entitled to four weeks paid vacation each year. In addition, we will provide the use of a company car and driver at Wynn Resorts' sole cost and expense to Stephen A. Wynn, and Stephen A. Wynn, Mr. Schorr and Kenneth Wynn will enter into time-sharing agreements with their respective employing entity covering their personal use of our aircraft, with each such executive paying such employing entity the lesser of (1) his and his family's share of the direct costs incurred by us in operating the aircraft or (2) the amount required by applicable federal aviation regulations.

If the employing entity terminates the employment of an executive without "cause," or the executive terminates his employment with such employing entity upon "good reason" following a "change of control" (as these terms are defined in the employment contracts), the employing entity will pay the executive a "separation payment" in a lump sum equal to (a) the executive's base salary for the remainder of the term of the employment contract, but not for less than one year, except in the case of Kenneth Wynn and Messrs. Butler, and Rubinstein, in which case the lump sum shall be such person's base salary for one year, and except in the case of Mr. Wynn, in which case the lump sum shall be three times such amount, (b) the bonus that the executive received for the preceding bonus period projected over the remainder of the term, except in the case of Kenneth Wynn, Messrs. Butler and Rubinstein, in which case, the bonus shall be such person's bonus for one year, and except in the case of Mr. Wynn, in which case the lump sum shall be three times such amount, (c) any accrued but unpaid vacation pay, and (d) an amount necessary to gross the executive up for any golden parachute excise tax the executive incurs under the Internal Revenue Code Section 4999. If the executive is entitled to receive the separation payment, he will also be entitled to continue participating in the employing entity's health benefits coverage for the period for which the separation payment is payable on the same basis as if he were still employed by the employing entity. Except as provided below, if the executive's employment terminates for any other reason before the expiration of the term (i.e., because of the executive's death, disability, discharge for cause or revocation of gaming license), the employing entity will be required to pay the executive only accrued but unpaid base salary and vacation pay through his termination date. If Mr. Wynn's employment agreement is terminated as a result of death, complete disability or denial or revocation of Mr. Wynn's gaming license, then the employing entity will pay Mr. Wynn a separation payment equal to his base salary for the remainder of the term of the employment contract, but not less than one year, and the bonus that Mr. Wynn received for the preceding bonus period projected

over the remainder of the term, but not less than the preceding bonus that was paid, projected over one year.

On April 1, 2002, Wynn Resorts Holdings and Valvino, as guarantor, entered into a one-year employment agreement with Ronald J. Kramer. Pursuant to this agreement, Mr. Kramer is entitled to a base salary of $1,000,000 per year. Mr. Kramer is also entitled to a bonus of at least $1,250,000 based on specified performance criteria. Pursuant to this agreement, Mr. Kramer is also entitled to participate in all welfare, pension and incentive benefit plans that Wynn Resorts Holdings maintains for its senior executives. If at any time during the term of his agreement (1) Wynn Resorts Holdings terminates Mr. Kramer's employment without cause (as defined in the agreement) or (2) Mr. Kramer terminates his employment for good reason (as defined in such agreement), Wynn Resorts Holdings must pay Mr. Kramer (in addition to all accrued base salary, accrued vacation pay and bonus amounts) $1,250,000, unless Mr. Kramer has already been paid a bonus equal to at least that amount from the proceeds of Wynn Resorts' common stock offering. Pursuant to this agreement, Mr. Kramer is also prevented from competing with Wynn Resorts Holdings and its affiliates for the one year of his employment.

Limitations on Directors' Liability and Indemnification

Wynn Resorts' articles of incorporation limit the liability of directors and officers to the maximum extent permitted by Nevada law. With a few limited exceptions set forth in the Nevada Revised Statutes, Nevada law provides that a director or officer of a corporation is not individually liable to the corporation or its stockholders for damages resulting from any action or failure to act in his or her capacity as a director or officer unless it is proven that:

- the director's or officer's act or omission constituted a breach of his or her fiduciary duties; and
- the breach involved intentional misconduct, fraud or a knowing violation of the law.

This limitation of liability does not apply to liabilities arising under the federal securities laws and does not affect the availability of equitable remedies such as injunctive relief or rescission.

Wynn Resorts' bylaws provide that it will indemnify its directors and officers to the fullest extent permitted by Nevada law, provided that the director or officer either is not liable for monetary damages under Nevada law or acted in good faith and in a manner that he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any proceeding that is criminal in nature, had no reasonable cause to believe that his or her conduct was unlawful. Wynn Resorts' articles of incorporation and bylaws require it to pay the expenses of directors and officers incurred in defending a proceeding involving alleged acts or omissions of the director or officer in his or her capacity as such as the expenses are incurred and in advance of the final disposition upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court that he or she is not entitled to be indemnified. The bylaws permit the board of directors to indemnify employees and other persons to the same extent. We believe indemnification under Wynn Resorts' bylaws covers at least negligence and gross negligence on the part of indemnified parties. Except as ordered by a court and for advancement of expenses, a director or officer may not be indemnified if a final adjudication determines that his or her acts or omissions involved intentional misconduct, fraud

or a knowing violation of the law and was material to the current action. The termination of any proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere, or its equivalent, does not, of itself, under the bylaws create a presumption that the standards described above

were not met. However, Wynn Resorts is not permitted by its bylaws to indemnify a director or officer if he or she has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable to Wynn Resorts unless that court or another court of competent jurisdiction determines that in view of all of the circumstances, the director or officer is fairly and reasonably entitled to indemnification.

In addition to indemnification provided for in Wynn Resorts' bylaws, Wynn Resorts intends to enter into agreements to indemnify its directors and executive officers. These agreements, among other things, will provide for indemnification of Wynn Resorts' directors and executive officers for expenses, judgments, fines and settlement amounts incurred by any such person in any action or proceeding arising out of such person's services as a director or executive officer or at its request. Wynn Resorts may also maintain insurance or make other financial arrangements on behalf of any person who is or was a director, officer, employee or agent. We believe these provisions and agreements are necessary to attract and retain qualified persons as directors and executive officers.

The limited liability and indemnification provisions in Wynn Resorts' articles of incorporation and bylaws may discourage stockholders from bringing a lawsuit against its directors for breach of their fiduciary duties and may reduce the likelihood of derivative litigation against its directors and officers, even though a derivative litigation, if successful, might otherwise benefit Wynn Resorts and its stockholders. A stockholder's investment in Wynn Resorts may be negatively affected to the extent that it pays the costs of settlement or damage awards against its directors or officers under these indemnification provisions.

Wynn Capital's articles of incorporation and bylaws will contain similar limited liability and indemnification provisions.

Wynn Las Vegas' operating agreement will provide that it shall indemnify its members to the maximum extent permitted by Nevada law.

We have been advised that, in the opinion of the Securities and Exchange Commission, indemnification of directors or officers for liabilities arising under the Securities Act of 1933, as amended, is against public policy and, therefore, such indemnification provisions may be unenforceable.

Key Man Life Insurance

We have obtained $30 million of key man life insurance with respect to Stephen A. Wynn for our benefit.

Directors' and Officers' Insurance

Wynn Resorts expects to maintain a directors' and officers' liability insurance policy that provides its officers and directors with liability coverage in amounts it considers appropriate.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Contribution of Interest in Wynn Macau. Before April 22, 2002, Stephen A. Wynn owned a majority of the outstanding equity interests of Wynn Macau. At the time, Wynn Macau had been awarded a provisional concession to negotiate a concession agreement with the Macau government to construct and operate one or more casinos in Macau. On April 22, 2002, in connection with additional contributions to Valvino by Aruze USA and Baron Asset Fund, Mr. Wynn contributed his interest in Wynn Macau to Valvino. This interest was valued at approximately $56 million by the parties, after reimbursement to Mr. Wynn of approximately $825,000 advanced by him to Wynn Macau in connection with the negotiation of the concession agreement and other development activities in Macau. Similar advances by Valvino to Wynn Macau of approximately $458,000 were treated as capital contributions by Valvino upon its acquisition of the Macau interest. Subsequent to this contribution, Wynn Macau entered into a concession agreement with the government of Macau permitting it to construct and operate casinos in Macau. See "Management's Discussion & Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Material Transactions Affecting Liquidity and Capital Resources."

Stockholders Agreement. Mr. Wynn, Aruze USA and Baron Asset Fund are parties to a stockholders agreement. The stockholders agreement establishes various rights among Mr. Wynn, Aruze USA and Baron Asset Fund with respect to the ownership and management of Wynn Resorts. These rights include, but are not limited to, the following preemptive rights, rights of first refusal, tag-along rights and certain other restrictions on the transfer of the shares of Wynn Resorts' common stock owned by the parties to the stockholders agreement.

Under the stockholders agreement, if Mr. Wynn, Aruze USA or Baron Asset Fund purchase shares of Wynn Resorts' common stock from Wynn Resorts in a private placement on terms and conditions that are not offered to the other parties to the agreement, the purchasing stockholder must afford the other parties preemptive rights. These preemptive rights will allow the non-purchasing parties to purchase that number of shares in the purchasing stockholder's allotment of private placement shares that is necessary to maintain the parties' shares in the same proportion to each other that existed prior to the private placement.

In addition, under the stockholders agreement, the parties granted each other a right of first refusal on their respective shares of Wynn Resorts' common stock. Under this right of first refusal, if any such stockholder wishes to transfer any of his or its shares of Wynn Resorts' common stock to anyone other than a permitted transferee and has a bona fide offer from any person to purchase such shares, the stockholder must first offer the shares to the other parties to the stockholders agreement on the same terms and conditions as the bona fide offer. In addition to this right of first refusal, Mr. Wynn and Aruze USA also granted each other and Baron Asset Fund a tag-along right on their respective shares of Wynn Resorts' common stock. Under this tag-along right, Mr. Wynn and Aruze USA, before transferring his or its shares to any person other than a permitted transferee, must first allow the other parties to the agreement to participate in such transfer on the same terms and conditions.

The stockholders agreement also provides that, upon the institution of a bankruptcy action by or against a party to the stockholders agreement, the other parties to the agreement will be given an option to purchase the bankrupt stockholder's shares of Wynn Resorts' common stock at a price to be agreed upon by the bankrupt stockholder and the other stockholders, or, if a price cannot be agreed upon by such stockholders, at a price equal to their fair market value. In addition, under the stockholders agreement, if there is a direct or indirect change of control of any party to the agreement, other than Baron Asset Fund, the other parties to the agreement have the option to purchase the shares of Wynn Resorts'

common stock held by the party undergoing the change in control. Under the agreement, a stockholder may assign these options to Wynn Resorts.

In addition, under the stockholders agreement, Mr. Wynn and Aruze USA have agreed to vote their shares of Wynn Resorts' common stock for a slate of directors, a majority of which will be designated by Mr. Wynn, of which at least two will be independent directors, and the remaining members of which will be designated by Aruze USA. As a result of this voting arrangement, Mr. Wynn will control Wynn Resorts' board of directors. The stockholders agreement incorporates certain provisions set forth in the operating agreement for Valvino pursuant to which, if Aruze USA's ownership of the shares of Wynn Resorts' common stock impairs Wynn Resort's ability to obtain a gaming license, either Wynn Resorts or Mr. Wynn could purchase the shares of Wynn Resorts owned by Aruze USA. In addition, in such circumstances, Aruze USA could demand that Wynn Resorts purchase its shares. These arrangements were terminated under the arrangement described below. In other respects, the stockholders agreement will continue to be in effect after the completion of this offering.

Buy-Out of Aruze USA Stock. Mr. Wynn, Kazuo Okada, Aruze USA, Aruze Corp. and Wynn Resorts have entered into arrangements which provide that if any gaming application of Aruze USA, Aruze Corp. or Kazuo Okada concerning Aruze USA's ownership of Wynn Resorts' stock is denied by Nevada gaming authorities or requested to be withdrawn or is not filed within 90 days after the filing of Wynn Resorts' application, Mr. Wynn may elect to purchase the shares owned by Aruze USA in Wynn Resorts. Mr. Wynn may pay this purchase price with a promissory note. If Mr. Wynn chooses not to exercise his right to purchase the shares, Wynn Resorts has the right to require him to purchase the shares, including with a promissory note. Wynn Resorts intends to grant Mr. Wynn certain demand registration rights and piggyback registration rights with respect to any shares he purchases from Aruze USA under these buy-out arrangements. The prior buy-out arrangements under the Valvino operating agreement and under the stockholders agreement between Mr. Wynn, Aruze USA and Baron Asset Fund were terminated upon the effectiveness of the new agreement.

Wynn Design & Development. Wynn Design & Development, a wholly owned subsidiary of Valvino, is responsible for the design and architecture of Le Rêve (except for the showroom) and for managing construction costs and risks associated with the Le Rêve project. Kenneth R. Wynn is the President of this subsidiary. Nevada law requires that a firm licensed as a professional architectural organization certify architectural plans. These architectural services for the Le Rêve project will be provided by the firm of Butler/Ashworth Architects, Ltd., LLC. In return for these services, the Butler/Ashworth firm will be paid $1.00 and reimbursed for certain expenses it incurs in providing the architectural services. The principals of the Butler/Ashworth firm are DeRuyter O. Butler and Glen Ashworth, both of whom are employees of Wynn Design & Development. Mr. Butler is Executive Vice President of Wynn Design & Development. Wynn Design & Development is the only client of the Butler/Ashworth firm and pays the salaries and benefits of Messrs. Butler and Ashworth. Neither we nor Mr. Wynn has an ownership interest in Butler/Ashworth.

Art Gallery. We operate an art gallery at the former premises of the Desert Inn Resort & Casino in which we display paintings from The Wynn Collection. The art gallery is expected to remain open during the construction of Le Rêve. From November 1, 2001 until August 19, 2002, we leased The Wynn Collection from Mr. and Mrs. Wynn pursuant to an art rental and licensing agreement. Under the agreement, we paid the expenses of exhibiting works from The Wynn Collection and reimbursed Mr. and Mrs. Wynn for the expense of insuring the collection while we exhibited it, which insurance costs for the eight months ended June 30, 2002 were approximately $55,000. In addition, we were obligated to make monthly lease payments for the art at a rate equal to the gross revenue received by the gallery each month, less direct expenses, subject to a monthly cap. Under the agreement, we were not required to

make any such lease payments prior to June 30, 2002. However, had we been required to make such payments, no amounts would have been due under the lease payment formula because, to date, our expenses in operating the art gallery have exceeded the revenue generated from such operations.

On August 19, 2002, we and Mr. and Mrs. Wynn entered into an amended and restated art rental and licensing agreement. The material terms of the amended and restated agreement are substantially the same as the material terms of the previous agreement, except that the monthly lease payments for the art are at a rate equal to one-half of the gross revenue, as calculated under the agreement, received by the gallery each month, less direct expenses, subject to a monthly cap. Under the amended and restated agreement, if there is a loss in any particular month, as calculated under the agreement, Mr. and Mrs. Wynn are obligated to reimburse us the amount of the loss. We continue to be obligated to reimburse Mr. and Mrs. Wynn for the expense of insuring the collection while we exhibit it, (which reimbursement is treated as a direct expense) which insurance cost for the twelve months ended June 30, 2003 will be approximately $275,000. Prior to opening Le Rêve, we do not expect to make any material payments under the amended and restated agreement. Under the amended and restated agreement, subject to certain notice restrictions, Mr. and Mrs. Wynn have the right to remove or replace any or all of the works of art that will be displayed in the art gallery.

On September 18, 2002, we and Mr. and Mrs. Wynn entered into a second amended and restated art rental and licensing agreement to permit us to continue to lease The Wynn Collection as an attraction at Le Rêve under the same terms as the previous agreement.

Aircraft Arrangements. Until January 2002, Valvino used a Gulfstream Aerospace model G-1159A aircraft in its business operations. The aircraft was owned by Kevyn, LLC, which, until April 1, 2001, was wholly owned by Mr. Wynn, and leased to and operated under a Part 135 charter certificate by Las Vegas Jet, LLC, formerly Las Vegas CharterJet, LLC, a charter business owned by Mr. Wynn. Valvino paid Las Vegas Jet an hourly rate for its use of the aircraft and disbursed funds for payroll, property taxes, insurance and all other operating expenses on behalf of Las Vegas Jet. As of April 1, 2001, and in accordance with Valvino's operating agreement, Mr. Wynn sold Kevyn to Valvino for $10,035,000. Pursuant to Federal Aviation Administration regulations restricting the registration of aircraft in the United States by entities with substantial foreign ownership, Kevyn transferred legal title to the aircraft to First Security Bank, National Association, a national banking association, pursuant to a Trust Agreement dated as of April 2, 2001. After the transfers, Kevyn continued to lease the aircraft to Las Vegas Jet, and Las Vegas Jet continued to use the aircraft in its charter business. Valvino paid Las Vegas Jet an hourly rate for its use of the aircraft, and was in turn paid by Las Vegas Jet (through Kevyn) under the aircraft lease. Valvino paid Las Vegas Jet approximately $451,800 and $918,900 for its use of the aircraft in 2000 and 2001, respectively, and approximately $13,600 for its use of the aircraft in January 2002. Wynn Macau paid Las Vegas Jet approximately $72,600 for its use of the aircraft in 2001. On March 26, 2002, Kevyn sold the aircraft to an unrelated buyer.

From January 2002 until May 30, 2002, Valvino used a Bombardier Global Express aircraft, serial number 9065, in its business operations. The aircraft was owned by World Travel and was leased to and operated by Las Vegas Jet. Valvino paid Las Vegas Jet an hourly rate of $6,800 per hour for its use of the aircraft. Las Vegas Jet and World Travel were owned entirely by Mr. Wynn. Valvino paid Las Vegas Jet approximately $356,000 for its use of the aircraft during this period. Wynn Macau paid Las Vegas Jet approximately $211,000 for its use of the aircraft during the period following the contribution by Wynn Macau to Valvino and prior to May 30, 2002.

On May 30, 2002, Mr. Wynn sold World Travel and Las Vegas Jet to Valvino for approximately $38.2 million (consisting of approximately $9.7 million in cash and the release of Mr. Wynn from a guarantee on the approximately $28.5 million of remaining indebtedness of World Travel secured by the aircraft), the amount that World Travel paid for the aircraft. Pursuant to Federal Aviation Administration regulations restricting the registration of aircraft in the United States by entities with substantial foreign ownership, World Travel transferred legal title to the aircraft to Wells Fargo Bank Northwest, National Association, a national banking association, pursuant to a Trust Agreement dated as of May 10, 2002. At that time, World Travel had remaining indebtedness of $28.5 million secured by the aircraft. Valvino guaranteed this indebtedness in connection with the purchase of the aircraft. Mr. Wynn was released from his guarantee of that indebtedness. Wynn Las Vegas intends to use approximately $28.5 million of the FF&E facility to refinance the indebtedness by means of a loan to be evidenced by an intercompany note from World Travel.

World Travel continues to lease the aircraft to Las Vegas Jet. Las Vegas Jet operates the aircraft for Wynn Resorts and its subsidiaries.

Reimbursable Costs. We have periodically incurred costs on Mr. Wynn's behalf, including costs with respect to Mr. Wynn's personal use of the corporate aircraft, household employees at Mr. Wynn's residence, personal legal fees, construction work at Mr. Wynn's home and other personal purchases. Mr. Wynn fully reimburses us for such personal costs. These balances have been settled at regular intervals, usually monthly. We did not charge Mr. Wynn interest on outstanding amounts pending reimbursement. The largest unreimbursed balance of these items at any time since our inception was approximately $213,000. As of August 12, 2002, Mr. Wynn had reimbursed us for all amounts outstanding, including charges for his use of the corporate jet. We and Mr. Wynn have terminated the arrangements pursuant to which such costs are incurred by us and later reimbursed by Mr. Wynn. Mr. Wynn will deposit a credit balance for such items in the future.

Tax Overpayment. In 2001, Mr. Wynn made a substantial overpayment of his personal estimated 2001 federal income taxes to the Internal Revenue Service. Pursuant to a tax procedure set forth in Internal Revenue Service Announcement No. 2001-112, announced October 26, 2001, a taxpayer may redesignate estimated income tax payments as employment tax deposits. In reliance on this announcement, Mr. Wynn applied $5,000,000 of his overpayment to the fourth quarter employment taxes of Valvino. By using this procedure, Mr. Wynn accelerated the refund of his overpayment. In May 2002, the Internal Revenue Service issued a refund for $5,000,000 to Valvino and Valvino reimbursed this sum of money to Mr. Wynn.

Tax Indemnification Agreement. Mr. Wynn, Aruze USA, Baron Asset Fund, and the Kenneth R. Wynn Family Trust, referred to collectively as the Valvino members, Valvino and Wynn Resorts have entered into a tax indemnification agreement relating to their respective income tax liabilities. Prior to the contribution of the Valvino membership interests to Wynn Resorts, the income and deductions of Valvino passed through to the Valvino members under the rules governing partnerships for federal tax purposes and were taken into account by them at their personal tax rates. Commencing upon the contribution of the Valvino membership interests to Wynn Resorts, income and deductions are to be treated as income and deductions of Wynn Resorts, a C corporation for federal tax purposes, and are to be taken into account by it at applicable corporate tax rates. A reallocation of deductions of Valvino from the period prior to the contribution to the period commencing upon the contribution, or a reallocation of income of Wynn Resorts from the period commencing upon the contribution to the period prior to the contribution, would increase the amount of taxable income (or decrease the amount of loss) reported by the Valvino members and decrease the amount of taxable income (or increase the amount of loss, including carryforwards, or increase the

amount of tax basis in the assets) of Wynn Resorts. Accordingly, the tax indemnification agreement generally provides that the Valvino members will be indemnified by Wynn Resorts and its subsidiaries for additional tax costs (including interest and penalties) caused by reallocations that increase the taxable income or decrease the tax loss of the Valvino members for the period prior to the contribution of the Valvino membership interests. Any payment made pursuant to the agreement by Wynn Resorts or any of its subsidiaries to the Valvino members may be non-deductible for income tax purposes.

Purchase of Country Club Membership. In 2000, Valvino purchased a country club membership at a cost of approximately $133,400. Stephen A. Wynn was the designated user of the membership and paid all membership and other fees associated with his use of the membership. In October 2002, Mr. Wynn purchased the membership from Valvino at a cost of approximately $133,400.

Transfer of Valvino Assets. In October 2002, Valvino transferred certain of its assets, including, among other things, its interest in Wynn Group Asia, Inc., which is the indirect parent of Wynn Macau, Kevyn, LLC, Rambas Marketing Co., LLC, Toasty, LLC and WorldWide Wynn, LLC to Wynn Resorts.

Valvino intends to contribute the equity interests it holds in World Travel and Las Vegas Jet to Wynn Las Vegas prior to the consummation of this offering.

Other Intercompany Agreements. Wynn Las Vegas has entered or plans to enter into various intercompany agreements with Valvino and/or Wynn Resorts Holdings pursuant to which Wynn Las Vegas will lease the land on which the golf course, the driving range and an employee parking lot will be built, and the office building located on the 20-acre parcel located next to Le Rêve. Wynn Las Vegas will sublease space in the office building to Wynn Design & Development and Wynn Resorts and will sublease the art gallery space to Wynn Resorts Holdings. Wynn Las Vegas, World Travel and Las Vegas Jet will enter into an agreement regarding use of the corporate aircraft. Wynn Design & Development will enter into a contract with Wynn Las Vegas providing for design services in connection with Le Rêve by Wynn Design & Development to Wynn Las Vegas.

Wynn Resorts will enter into a management agreement with the restricted entities to provide management and consulting services to Valvino and its subsidiaries. The agreement will have a ten-year term, subject to earlier termination by Wynn Las Vegas for cause or upon 60 days written notice without cause. After the opening of Le Rêve, Wynn Resorts will receive an annual management fee of up to 1.5% of consolidated net revenues of Wynn Las Vegas (generally, cash revenues). In addition, Wynn Resorts will be reimbursed for all expenses incurred on behalf of Valvino and its subsidiaries. Payment of the management fee

to Wynn Resorts will be subordinated to the rights of the lenders under the credit facilities, the second mortgage note holders and the lenders under the FF&E facility. Wynn Resorts will be afforded customary indemnities against liability arising in the execution of its duties.

Capitalization of Valvino. For information regarding the formation of Wynn Resorts and capital contributions to Valvino, the predecessor of Wynn Resorts, see "Management's Discussion & Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources—Material Transactions Affecting Liquidity and Capital Resources."

Certain Business Relationships. From July 1999 to October 2001, Ronald J. Kramer was a managing director at Dresdner Kleinwort Wasserstein and its predecessor, Wasserstein Perella & Co. Affiliates of Dresdner Kleinwort Wasserstein are acting as a co-lead managing underwriter in Wynn Resorts' initial public offering and a joint book-running manager in this offering. In addition, affiliates of Dresdner Kleinwort Wasserstein may participate in the credit facilities and/or FF&E facility.

OWNERSHIP OF CAPITAL STOCK

Wynn Capital is a wholly owned subsidiary of Wynn Las Vegas. Wynn Las Vegas is a Nevada limited liability company, the sole member of which is Wynn Resorts Holdings. Valvino is the sole member of Wynn Resorts Holdings and Wynn Resorts is the sole member of Valvino. As a result, Wynn Resorts, through its subsidiaries, controls Wynn Las Vegas and Wynn Capital.

On June 3, 2002, and in preparation for its offering of common stock, Wynn Resorts was incorporated in Nevada. The following table sets forth information regarding beneficial ownership of Wynn Resorts' common stock as of October 1, 2002 by:

- each of the individuals listed under "Executive Compensation;"
- each of Wynn Resorts' directors;
- each person, or group of affiliated persons, who is known by us to own beneficially more than 5% of Wynn Resorts' common stock; and
- all current directors and executive officers of Wynn Resorts as a group.

Except as otherwise indicated in the footnotes below, each beneficial owner has the sole power to vote and to dispose of all shares held by that holder. Percentage ownership is based on 40,000,000 shares of common stock outstanding as of October 1 2002 and 60,455,000 shares of common stock outstanding after completion of Wynn Resorts' offering of common stock. Unless indicated below, the address of each person or entity listed below beneficially owning more than 5% of Wynn Resorts' common stock is c/o Wynn Resorts, Limited, 3145 Las Vegas Boulevard South, Las Vegas, Nevada 89109.

	Beneficial Ownership of Common Stock Before Offering		Beneficial Ownership of Common Stock After Offering	
Name	**Shares**	**Percent**	**Shares**	**Percent**
Stephen A. Wynn(1)(2)	18,972,299	47.431	18,972,299	31.4
Aruze USA, Inc.(1)(3)	18,972,299	47.431	18,972,299	31.4
Kazuo Okada(1)(3)	18,972,299	47.431	18,972,299	31.4
Ronald J. Kramer	0	0	0	0
Robert J. Miller	0	0	0	0
John A. Moran	0	0	0	0
Elaine P. Wynn	0	0	0	0
Stanley R. Zax	0	0	0	0
Allan Zeman	0	0	0	0
Kenneth R. Wynn(4)	58,317	*	58,317	*
Marc D. Schorr	0	0	0	0
John Strzemp	0	0	0	0
Marc H. Rubinstein	0	0	0	0
DeRuyter O. Butler	0	0	0	0
All Directors and Executive Officers as a Group(5)	38,002,915	95.008	38,002,915	62.9

* less than 1%

(1) Excludes shares which may be deemed to be beneficially owned by virtue of the voting agreement between Stephen A. Wynn and Aruze USA contained in the stockholders agreement between Mr. Wynn, Aruze USA and Baron Asset Fund. Under this voting agreement, Mr. Wynn and Aruze USA have agreed to vote their shares of Wynn Resorts' common stock for a slate of directors, a majority of which will be designated by Mr. Wynn, of which at least two will be independent directors, and the remaining members of which will be designated by Aruze USA. See "Certain Relationships and Related Transactions—Stockholders Agreement."

(2) Excludes shares held by Aruze USA, which may be deemed to be beneficially owned by Mr. Wynn by virtue of the arrangement which permits Mr. Wynn to acquire Aruze USA's shares of common stock if any gaming application of Aruze USA, Aruze Corp. or Kazuo Okada concerning Aruze USA's ownership of Wynn Resorts' stock is denied by Nevada gaming authorities or withdrawn or is not filled within 90 days after the filing of Wynn Resorts' application.

(3) Aruze USA's address is 745 Grier Drive, Las Vegas, Nevada 89119. Aruze USA is a subsidiary of Aruze Corp., of which Kazuo Okada owns a controlling interest. Each of Aruze USA, Aruze Corp. and Mr. Okada may be deemed to have beneficial ownership of these shares.

(4) These shares are held by the Kenneth R. Wynn Family Trust. Kenneth Wynn may be deemed to have beneficial ownership of these shares.

(5) Includes shares held by Stephen A. Wynn, shares held by Aruze USA of which Kazuo Okada may be deemed to have beneficial ownership and shares held by the Kenneth R. Wynn Family Trust of which Kenneth Wynn may be deemed to have beneficial ownership.

Additional Stock Grants. Following the completion of this offering and the offering of Wynn Resorts common stock, we intend to grant awards of 189,723 shares of restricted stock under our 2002 stock incentive plan to each of the following employees: DeRuyter O. Butler, W. Todd Nisbet, Marc D. Schorr, John

Strzemp, Roger P. Thomas and Kenneth R. Wynn. The restricted stock will vest in November 2004 as to Mr. Strzemp, in May 2005 as to Mr. Schorr and Kenneth R. Wynn, in May 2006 as to Mr. Butler and Mr. Thomas and in June 2006 as to Mr. Nisbet. The restricted stock will vest immediately with respect to any individual if such individual terminates employment with us under circumstances that entitle him to receive a "separation payment" under his employment contract.

Wynn Resorts also intends to grant an award of 189,723 shares of restricted stock outside of the 2002 stock incentive plan to Franco Dragone, the executive producer and principal creator of our new entertainment production. The restricted stock awarded to Mr. Dragone will vest on June 30, 2006. However, the restricted stock will not vest, but instead will be immediately cancelled and retired, if, as of June 30, 2006: (1) the complete run of the entertainment production at Le Rêve has not commenced or has been cancelled due to any act or omission of Mr. Dragone and (2) Mr. Dragone has not successfully opened another production show for Wynn Resorts or its affiliates in another venue or, if opened the complete run of such other show has been cancelled due to any act or omission of Mr. Dragone.

Stockholders Agreement. Mr. Wynn and Aruze USA, together with Baron Asset Fund, have entered into a stockholders agreement. The stockholders agreement establishes various rights among Mr. Wynn, Aruze USA and Baron Asset Fund with respect to the ownership and management of Wynn Resorts. These rights include, but are not limited to, certain tag-along rights, preemptive rights, rights of first refusal and certain other restrictions on the transfer of the shares of Wynn Resorts' common stock owned by the parties to the stockholders agreement. In addition, under the stockholders agreement, Mr. Wynn and Aruze USA have agreed to vote their shares of Wynn Resorts' common stock for a slate of directors, a majority of which will be designated by Mr. Wynn, of which at least two will be independent directors, and the remaining members of which will be designated by Aruze USA. As a result of this voting arrangement, Mr. Wynn will control Wynn Resorts' board of directors. In addition, Mr. Wynn and Aruze USA, to the extent they vote their shares in a similar manner, effectively will be able to control, as a practical matter, all matters requiring Wynn Resorts' stockholders' approval, including the approval of significant corporate transactions. The stockholders agreement will continue to be in effect after the completion of this offering. See "Certain Relationships and Related Transactions—Stockholders Agreement."

Buy-Out of Aruze USA Stock. Mr. Wynn, Kazuo Okada, Aruze USA, Aruze Corp. and Wynn Resorts have entered into arrangements which provide that if any gaming application

of Aruze USA, Aruze Corp. or Kazuo Okada concerning Aruze USA's ownership of Wynn Resorts' stock is denied by Nevada gaming authorities or requested to be withdrawn or is not filed within 90 days after the filing of Wynn Resorts' application, Mr. Wynn may elect to purchase the shares owned by Aruze USA in Wynn Resorts. Mr. Wynn may pay this purchase price with a promissory note. The total purchase price will be the lesser of (1) the fair market value of the shares on the day Mr. Wynn serves Aruze USA notice of his election to purchase the shares or (2) the aggregate amount of cash contributed to Valvino by Aruze USA, minus any distributions by Valvino or Wynn Resorts to Aruze USA, plus two percent interest, compounded annually. Wynn Resorts intends to grant Mr. Wynn certain demand registration rights and piggyback registration rights with respect to any shares he purchases from Aruze USA under these buy-out arrangements. If Mr. Wynn chooses not to exercise his right to purchase the shares, Wynn Resorts has the right to require him to purchase the shares, including with a promissory note. The prior buy-out arrangements under the Valvino operating agreement and under the stockholders agreement between Mr. Wynn, Aruze USA and Baron Asset Fund were terminated upon the effectiveness of the new agreement. See "Risk Factors—General Risks Associated with Our Business—Le Rêve will be subject to extensive state and local regulation, and licensing and gaming authorities have significant control over our operations, which could have a negative effect on our business" and "—Nevada gaming regulatory issues may arise regarding the licensing of owners of Wynn Resorts."

DESCRIPTION OF THE SECOND MORTGAGE NOTES

You can find the definitions of certain terms used in this description under the subheading "Certain Definitions." In this description, the word "Issuers" refers collectively to Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp. and not to any of their respective subsidiaries, and the words "we," "us" and "our" refer to Wynn Las Vegas and its subsidiaries.

The Issuers will issue the notes under an indenture among Wynn Las Vegas and Wynn Las Vegas Capital Corp., as joint and several obligors, Desert Inn Water Company, LLC, Wynn Design & Development, LLC, Wynn Resorts Holdings, Las Vegas Jet, LLC, World Travel, LLC, Palo, LLC and Valvino Lamore, as guarantors, and Wells Fargo Bank, National Association, as indenture trustee. The terms of the notes include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act of 1939, as amended. The Collateral Documents referred to under "—Security Interests" define the terms of the agreements that will secure the notes.

The following description is a summary of the material provisions of the indenture and the Collateral Documents. It does not restate any of those agreements in its entirety. We urge you to read the indenture and the Collateral Documents because they, and not this description, define your rights as holders of the notes. Certain defined terms used in this description, but not defined below under "—Certain Definitions," have the meanings assigned to them in the indenture.

Brief Description of the Notes and the Guarantees

The Notes

The Issuers. Wynn Las Vegas is constructing and will own and operate Le Rêve. Wynn Capital is a wholly owned subsidiary of Wynn Las Vegas, incorporated solely to serve as a corporate co-issuer of the notes in order to facilitate this offering. We believe that certain prospective purchasers of the notes may be restricted in their ability to purchase debt securities of limited liability companies, such as Wynn Las Vegas, unless the debt securities are jointly issued by a corporation. Wynn Capital will not have any operations or material assets and will not have any revenues. As a result, prospective purchasers of the notes should not expect Wynn Capital to participate in servicing principal, interest or other amounts required to be paid on the notes.

General terms. The notes:

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will be second mortgage notes, issued in an original aggregate principal amount of $340.0 million, with a maximum aggregate principal amount of $440.0 million;

- will mature on , 2010;
- will bear interest at the rate of % per annum (based on a 360-day year of twelve 30-day months), payable in arrears each and , commencing , 2003;
- will not be redeemable at our option prior to , 2006, except that until , 2005, we may redeem up to 35% in principal amount of the notes at a premium of % with the proceeds of Qualified Equity Offerings (other than the IPO);
- will be redeemable at our option, in whole or in part, commencing , 2006, at a premium declining ratably to par;
- will not be redeemable at the option of the holder, except pursuant to a repurchase offer upon the occurrence of a Change of Control or pursuant to a repurchase offer to

the extent of specified net proceeds upon the occurrence of an Asset Sale or Event of Loss, and will not have any provision for sinking funds; and

- will contain covenants limiting our ability to incur additional debt, make distributions, investments and restricted payments, create liens, enter into transactions with affiliates, asset sales, sale-leaseback transactions, and restricting dividend and other payments affecting subsidiaries, mergers, consolidations or sales of substantially all assets, sales of subsidiary stock and other specified types of transactions.

Security and Ranking. The notes:

- will be secured by (1) a perfected first priority security interest in the net proceeds of this offering, (2) perfected second priority security interests in substantially all of our other existing and future assets, including the Project, the Liquidity Reserve Account, and pledged Equity Interests in our Restricted Subsidiaries, but excluding (a) gaming licenses and other assets in which the grant of a security interest is restricted by law, and (b) the FF&E Collateral, and (3) perfected third priority security interests in the FF&E Collateral owned by Wynn Las Vegas;
- will be effectively subordinated to borrowings (1) of up to $1.0 billion under our Credit Agreement, secured by perfected first priority security interests in substantially all of our existing and future assets, other than (a) gaming licenses and other assets in which the grant of a security interest is restricted by law, (b) the FF&E Collateral, and (c) the proceeds of this offering, and (2) of up to $188.5 million (or $198.5 million if and after a replacement corporate aircraft is acquired) under the FF&E Facility;
- will rank senior in right of payment to any future subordinated indebtedness we may incur; and
- will be subject to restrictions on payment and exercise of remedies contained in the Intercreditor Agreements. See "—Intercreditor Agreements."

The notes will be guaranteed by the Guarantors, will be supported on a second priority basis by the Completion Guarantee, and may, under certain circumstances, be guaranteed by Wynn Resorts.

The Guarantees

The Guarantors. The notes will be guaranteed by our indirect parent, Valvino Lamore, and Valvino Lamore's direct and indirect subsidiaries (other than the Issuers and their Unrestricted Subsidiaries). Valvino Lamore and its subsidiaries (other than the Issuers and their Unrestricted Subsidiaries) are referred to as the "Restricted Entities." These subsidiaries are:

- Wynn Design & Development, LLC, which is responsible for the design and architecture of the Project;
- Wynn Resorts Holdings, which owns the Golf Course Land;
- Desert Inn Water Company, LLC, which owns the stock of Desert Inn Improvement Co., which in turn owns certain water rights intended to irrigate the Golf Course Land;
- Las Vegas Jet, LLC, which leases a corporate aircraft from World Travel, LLC, and operates the aircraft under federal aviation regulations, Part 91;
- World Travel, LLC, which holds the beneficial interest in a trust that owns the corporate aircraft and leases it to Las Vegas Jet, LLC; and

- Palo, LLC, which owns three residential lots adjacent to the Golf Course Land.

As of the date of the indenture, Wynn Las Vegas' only subsidiaries will be Wynn Capital, World Travel, Las Vegas Jet and the Completion Guarantor. The Completion Guarantor will be an Unrestricted Subsidiary of Wynn Las Vegas.

Parent Guarantor. Wynn Resorts will not guarantee the second mortgage notes unless Wynn Resorts either incurs or guarantees certain indebtedness in excess of $10.0 million in the aggregate or guarantees other specified indebtedness. In that case, Wynn Resorts will be required to guarantee notes, but will not become subject to the restrictive covenants or other terms of the notes. The Wynn Resorts' parent guarantee may be released under certain circumstances.

General Terms, Security and Ranking. The Guarantees will be unconditional, joint and several obligations of the Guarantors. Each guarantee of the notes:

- will be secured by (1) perfected second priority security interests in substantially all of the Guarantors' existing and future assets, including pledged Equity Interests in Wynn Las Vegas, in the Water Companies and in the Guarantors' Restricted Subsidiaries, and at least initially, including the Phase II Land and the Golf Course Land, but excluding (a) gaming licenses and other assets in which the grant of a security interest is prohibited by law, and (b) the FF&E Collateral, and (2) perfected third priority security interests in any FF&E Collateral owned by the Guarantors;

- will be effectively subordinated to guarantees (1) of up to $1.0 billion of obligations under our Credit Agreement, secured by perfected first priority security interests in substantially all of our existing and future assets, other than (a) gaming licenses and other assets in which the grant of a security interest is prohibited by law, (b) the FF&E Collateral, and (c) the proceeds of this offering, and (2) of up to $188.5 million (or $198.5 million if and after a replacement corporate aircraft is acquired) under the FF&E Facility;

- will rank senior in right of payment to any future subordinated indebtedness the Guarantors may incur; and

- will be subject to restrictions on payment and exercise of remedies contained in the Intercreditor Agreements.

The primary purpose of the Guarantees is to provide second priority liens on the assets of the Guarantors, including the golf course, the Phase II Land, and equity interests in their Restricted Subsidiaries. While the guarantors hold assets that are integral to the Project, they are not expected to have operations that generate significant cash flows. As such, you should not expect Valvino Lamore or any of the other Guarantors to contribute to any payments of principal, interest or other amounts required to be made on the notes.

Completion Guarantee.

Wynn Resorts will make a capital contribution of $50.0 million of the net proceeds of its IPO to the Completion Guarantor. The Completion Guarantor will provide the Completion Guarantee in an amount up to $50.0 million to secure completion of the Project, secured by second priority security interests in favor of the trustee for the benefit of the Holders in the contributed funds.

Use of Proceeds.

The proceeds of the notes will be applied to the design, development, construction, opening and operation of the Project, and activities related and incidental thereto, in accordance with the Disbursement Agreement. Pending application to the Project, the net proceeds of this offering will be held in a secured account of Wynn Las Vegas as security for the notes.

Intercreditor Agreements.

The trustee will enter into two intercreditor agreements, a project lenders intercreditor agreement to govern the relations between the noteholders and the lenders under the Credit Agreement with respect to the Collateral (the "Project Lenders Intercreditor Agreement"), and an FF&E intercreditor agreement to govern the relations between the noteholders and the lenders under the Credit Agreement, on the one hand, and the lenders under the FF&E Facility, on the other hand, with respect to the FF&E Collateral (the "FF&E Intercreditor Agreement"). The Intercreditor Agreements will impose restrictions on payment and enforcement of the notes and the guarantees under specified circumstances.

Project Lenders Intercreditor Agreement.

The Project Lenders Intercreditor Agreement will provide that, until the indebtedness under the Credit Agreement has been repaid in full:

- the lenders under the Credit Agreement will have the exclusive right to exercise remedies against the Collateral securing the notes and the Credit Agreement, and to determine the circumstances and manner in which that Collateral may be disposed of, subject to the rights of the lenders under the FF&E Facility with respect to the FF&E Collateral;

- the agent under the Credit Agreement can amend various terms of, and waive defaults under, the Collateral Documents, without the consent of the note holders; and

- the agent under the Credit Agreement has the right to amend the Disbursement Agreement or to waive any defaults, or conditions to funding, under the Disbursement Agreement in certain circumstances.

Under the Project Lenders Intercreditor Agreement, the note holders cannot vote to accept a plan of reorganization or other restructuring plan, unless lenders holding two-thirds of the outstanding loans under the Credit Agreement vote in favor of that plan. However, the note holders are not required to vote in favor of a plan that the lenders under the Credit Agreement approve, and are free to challenge any such plan on fundamental fairness and other grounds.

Under the Project Lenders Intercreditor Agreement, the trustee will have the exclusive right to exercise, or not to exercise, remedies against the net proceeds of this offering.

FF&E Intercreditor Agreement.

The FF&E Intercreditor Agreement will provide that, until the indebtedness under the FF&E Facility has been repaid in full:

- the lenders under the FF&E Facility will be subject to a standstill period ranging from 30 to 60 days prior to exercising remedies following the occurrence of the first event of default during the construction period of the Project and the first event of default after completion of the Project; and

- subject to the standstill periods described above, the lenders under the FF&E Facility will have the exclusive right to exercise remedies against the collateral securing the FF&E Facility, and to determine the circumstances and manner in which that collateral may be disposed of.

The FF&E Intercreditor Agreement will permit the lenders under the Credit Agreement and, from and after 180 days after the occurrence of an event of default, the note holders, to repay off the outstanding portion of the FF&E Facility obligations that is allocable to the collateral securing the FF&E Facility (excluding amounts allocable to the Aircraft Assets) thereby obtaining the release of the security interest held by the lenders under the FF&E Facility in that collateral.

Release of Phase II Land and Golf Course Land.

The indenture will provide that upon release of the security interest in the Phase II Land under the Credit Agreement, the noteholders' security interest in the Phase II Land will be released. Upon meeting specified leverage test and debt ratings conditions and no less than three years after the Opening Date, the noteholders' security interest in the Golf Course Land will be released.

Principal, Maturity and Interest

The Issuers may issue notes in a maximum aggregate principal amount of (a) $440.0 million, *less* (b) the aggregate principal amount of all Indebtedness incurred pursuant to clauses (11) and (12) of the covenant captioned "—Incurrence of Indebtedness and Issuance of Preferred Equity" other than through the issuance of additional notes under the indenture. $340.0 million of this maximum aggregate principal amount will be issued in this offering. The Issuers may issue additional notes from time to time after this offering. Any offering of additional notes is subject to the covenant described below under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Equity." The notes and any additional notes subsequently issued under the indenture will be treated as a single class of securities for all purposes under the indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase. The Issuers will issue notes in denominations of $1,000 and integral multiples of $1,000. The notes will mature on , 2010.

Interest on the notes will accrue at the rate of % per annum and will be payable semi-annually in arrears on and , commencing on , 2003. The Issuers will make each interest payment to the Holders of record on the immediately preceding and .

Interest will accrue from the date of original issuance or, if interest has already been paid, from the date it was most recently paid. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Optional Redemption

At any time prior to , 2005, the Issuers may on one or more occasions redeem up to 35% of the aggregate principal amount of notes issued under the indenture at a redemption price of % of the principal amount redeemed, plus accrued and unpaid interest thereon to the redemption date, with the net cash proceeds of one or more Qualified Equity Offerings (other than the IPO), so long as

(1) at least 65% of the aggregate principal amount of notes issued under the indenture remains outstanding immediately after the occurrence of such redemption (excluding

notes held by Wynn Resorts, any of its Affiliates, any of their respective employees or the Existing Stockholders); and

(2) the redemption occurs within 60 days of the date of the closing of such Qualified Equity Offering.

Except pursuant to the preceding paragraph, the notes will not be redeemable at the Issuers' option prior to , 2006.

After , 2006, the Issuers may redeem all or a part of the notes upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest on the notes redeemed, to the applicable redemption date, if redeemed during the twelve-month period beginning on of the years indicated below:

Year	Percentage
2006	%
2007	%
2008 and thereafter	100.00%

Gaming Redemption

Notwithstanding any other provision hereof, if any Gaming Authority requires a holder or beneficial owner of notes to be licensed, qualified or found suitable under any applicable gaming law and the holder or beneficial owner (1) fails to apply for a license, qualification or finding of suitability within 30 days after being requested to do so (or such lesser period as required by the Gaming Authority), or (2) is notified by a Gaming Authority that it will not be licensed, qualified or found suitable, the Issuers will have the right, at their option, to:

(1) require the holder or beneficial owner to dispose of its notes within 30 days (or such lesser period as required by the Gaming Authority) following the earlier of:

(a) the termination of the period described above for the holder or beneficial owner to apply for a license, qualification or finding of suitability; or

(b) the receipt of the notice from the Gaming Authority that the holder or beneficial owner will not be licensed, qualified or found suitable by the Gaming Authority; or

(2) redeem the notes of the holder or beneficial owner at a redemption price equal to:

(a) the price determined by the Gaming Authority; or

(b) if the Gaming Authority does not determine a price, the lesser of:

(i) the principal amount of the notes; and

(ii) the price that the holder or beneficial owner paid for the notes

in each case, together with accrued and unpaid interest on the notes to the earlier of (1) the date of redemption or such earlier date as is required by the Gaming Authority or (2) the date of the finding of unsuitability by the Gaming Authority, which may be less than 30 days following the notice of redemption.

Immediately upon a determination by a Gaming Authority that a holder or beneficial owner of notes will not be licensed, qualified or found suitable, the holder or beneficial owner will not have any further rights with respect to the notes to:

(1) exercise, directly or indirectly, through any Person, any right conferred by the notes; or

(2) receive any interest or any other distribution or payment with respect to the notes, or any remuneration in any form from the Issuers for services rendered or otherwise, except the redemption price of the notes.

The Issuers are not required to pay or reimburse any holder or beneficial owner of notes who is required to apply for such license, qualification or finding of suitability for the costs relating thereto. Those expenses will be the obligation of the holder or beneficial owner.

Mandatory Redemption

The Issuers will not be required to make mandatory redemption or sinking fund payments with respect to the notes.

Guarantees

General

The Guarantees will be joint and several obligations of the Guarantors. The obligations of each Guarantor under its Guarantee will be limited as necessary to reduce the risk that the Guarantee would be avoidable as a fraudulent conveyance under applicable law. See "Risk Factors—Risks Related to the Offering and the Second Mortgage Notes." Federal and state statutes allow courts, under specific circumstances, to avoid guarantees and the liens securing the guarantees and require note holders to return payments received from us or the Guarantors.

The Guarantees will be secured by substantially all of the assets of the Guarantors as more fully described under "Security Interests—Security for the Guarantees." In the event that Wynn Resorts becomes a Parent Guarantor by issuing a Parent Guarantee, that Parent Guarantee may be secured by a security interest in all or specified existing or future assets of Wynn Resorts, and may constitute senior or subordinated Indebtedness of Wynn Resorts, as more fully described in the section captioned "Certain Covenants—Restrictions on Incurrence of Indebtedness and Guarantees by Wynn Resorts."

Release of Guarantees

Subject to compliance with the provisions of the covenant captioned "—Merger, Consolidation or Sale of Assets," the Guarantee of a Guarantor and the security interests granted by that Guarantor to secure its Guarantee will be released:

(1) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) Wynn Las Vegas, a Restricted Entity or one of their respective Restricted Subsidiaries, or Wynn Resorts if it is then a Parent Guarantor, if the sale or other disposition complies with the provisions of the indenture; or

(2) in connection with any sale of all of the capital stock of a Guarantor, to a Person that is not (either before or after giving effect to such transaction) Wynn Las Vegas, a Restricted Entity or one of their respective Restricted Subsidiaries, or Wynn Resorts if it is then a Parent Guarantor, if the sale complies with the provisions of the indenture.

See "—Repurchase at the Option of Holders—Asset Sales," "—Designation of Restricted and Unrestricted Subsidiaries" and "—Merger, Consolidation or Sale of Assets."

In addition to the release of the Guarantees by Wynn Resorts Holdings or Valvino Lamore pursuant to the provisions described above, the security interests of the noteholders in the

real property assets owned by Wynn Resorts Holdings and Valvino Lamore may be released under the circumstances described below under "Security Interests—Release of Golf Course Land and Phase II Land." The Parent Guarantee, if any, of Wynn Resorts may be released as described under the covenant entitled "—Restrictions on Incurrence of Indebtedness and Guarantees by Wynn Resorts."

Security Interests

Security for the Notes

General. Subject to Permitted Liens and to the extent permitted by Gaming Laws and other applicable laws, the notes will be secured by, among other things:

- a perfected first priority security interest in the net proceeds of this offering, which will be deposited in the Secured Account at Wynn Las Vegas pending release to fund disbursement requests under the Disbursement Agreement;
- a perfected second priority security interest in substantially all of the Issuers' other existing and future assets, including the Project hotel and casino and the Key Project Documents to which the Issuers are party, other than (1) gaming licenses and other assets in which the grant of a security interest is prohibited by law, and (2) the FF&E Collateral;
- a perfected second priority security interest in the $50.0 million in funds deposited into the Completion Guarantee Deposit Account held at the Completion Guarantor to support the $50.0 million guarantee by the Completion Guarantor of the completion in full of the construction and opening of the Project, subject to disbursement pursuant to the Disbursement Agreement;
- a perfected second priority security interest in the $30.0 million in funds deposited into the Liquidity Reserve Account held at Wynn Las Vegas to support completion of the construction and opening of the Project and the payment of debt service on the notes and the loans under the Credit Agreement, subject to disbursement pursuant to the Disbursement Agreement;
- a perfected second priority pledge of the equity interests held by the Issuers in any of their respective existing or future Restricted Subsidiaries, including the equity interests held by Wynn Las Vegas in Wynn Capital, the Completion Guarantor, Las Vegas Jet, LLC and World Travel, LLC; and
- a perfected third priority security interest in the FF&E Collateral owned by Wynn Las Vegas.

Under Nevada gaming laws, a gaming licensee is not permitted to grant a security interest in any gaming or other license issued by the Nevada Gaming Authorities. As a result, the notes will not be secured by any such gaming licenses.

Secured Account. Pending application to the Project, the net proceeds of this offering will be held in a secured account of Wynn Las Vegas (the "Secured Account") by a securities intermediary, on behalf of the trustee for the benefit of the holders of the notes. The Secured Account will be established pursuant to a secured account agreement (the "Secured Account Agreement") to be entered into among the Issuers, the securities intermediary and the trustee. The funds in the Secured Account will be required to be invested in Permitted Securities at the direction of Wynn Las Vegas. The trustee, for the benefit of the holders of the notes, will have a perfected first priority security interest in the funds and Permitted Securities held in

the Secured Account. Neither the lenders under the Credit Agreement nor the FF&E Facility will have a security interest in the Secured Account or the funds held in it.

Release of funds from the Secured Account will be subject to satisfaction of the conditions to funding each disbursement request contained in the Disbursement Agreement. If those conditions have been satisfied, the Disbursement Agent will transfer the necessary funds to the disbursement account created under the Disbursement Agreement. Those funds will then be disbursed to or as directed by Wynn Las Vegas in accordance with the Disbursement Agreement and applied to the development and construction of the Project, in each case in accordance with the Project Budget. See "Disbursement Agreement."

Completion Guarantee Deposit Account. Wynn Completion Guarantor, LLC, one of Wynn Las Vegas' Wholly Owned Unrestricted Subsidiaries (the "Completion Guarantor") will provide a $50.0 million Completion Guarantee in favor of the trustee (for the benefit of the note holders) and the administrative agent (for the benefit of the lenders under the Credit Agreement). The Completion Guarantor will, subject to a $50.0 million cap, guarantee Completion in full of the construction and opening of the Project, including all furniture, fixtures and equipment, the parking structure, the golf course and the availability of initial working capital. Wynn Resorts will make a common equity capital contribution (the "Completion Guarantee Capital Contribution"), concurrently with the closing of this offering and the IPO, of $50.0 million of the net proceeds of the IPO to the Completion Guarantor to support its obligations under the Completion Guarantee. These funds will be deposited into a collateral account (the "Completion Guarantee Deposit Account") to be held in cash and/or Permitted Securities. The lenders under the Credit Agreement will have a first priority security interest in the funds in the Completion Guarantee Deposit Account, and the trustee will have a second priority security interest in the funds in the Completion Guarantee Deposit Account for the benefit of the Holders. Amounts in the Completion Guarantee Deposit Account may be applied to the costs of the Project in accordance with the Disbursement Agreement. Pursuant to the Disbursement Agreement, these funds will be available to Wynn Las Vegas on a gradual basis to apply to the costs of the Project only after fifty percent of the construction work has been completed. Upon the occurrence of an event of default under the Credit Agreement or the indenture, the lenders under the Credit Agreement or, if no amounts are outstanding under the Credit Agreement, the holders of the notes will be permitted to exercise remedies against such sums and apply such sums against the obligations under their respective documents. Upon the Completion Guarantee Release Date, any amounts then remaining in the Completion Guarantee Deposit Account will be released to Wynn Las Vegas, after reserving necessary amounts for completion of punchlist items and disputed claims which may distribute such funds at its discretion, including to Wynn Resorts, and the Completion Guarantor will be dissolved. See "Disbursement Agreement—Completion Guarantee Deposit Account."

Liquidity Reserve Account. Wynn Resorts will, concurrently with the closing of this offering and the IPO, make a common equity capital contribution (the "Liquidity Reserve Capital Contribution") to Wynn Las Vegas in an amount equal to $30.0 million of the net proceeds of the IPO. Wynn Las Vegas will deposit these funds in a liquidity reserve account (the "Liquidity Reserve Account") to be held in cash and/or Permitted Securities. The Liquidity Reserve Account will secure Completion in full of the construction and opening of the Project. The lenders under the Credit Agreement will have a first priority security interest in the funds in the Liquidity Reserve Account, and the trustee will have a perfected second priority security interest in the funds in the Liquidity Reserve Account for the benefit of the noteholders. Amounts in the Liquidity Reserve Account may be applied to the costs of the Project, including cost overruns, in accordance with the Disbursement Agreement. Pursuant to the

Disbursement Agreement, these funds will be available to Wynn Las Vegas on a gradual basis to apply to the costs of the Project, commencing after fifty percent of the construction work has been completed. Upon the Completion Date, any amounts then remaining in the Liquidity Reserve Account will, to the extent funds are not otherwise available from operations, be used solely to pay debt service under the Credit Agreement and/or the notes until such time as the actual Consolidated EBITDA of Wynn Las Vegas and its Restricted Subsidiaries for the period of four full consecutive fiscal quarters of Wynn Las Vegas equals or exceeds certain specified Consolidated EBITDA levels. At such time, any amounts then remaining in the Liquidity Reserve Account, if any, must be used to reduce the amounts then outstanding under the revolving loans under the Credit Agreement without reducing the corresponding commitments under the Credit Agreement. See "Disbursement Agreement—Liquidity Reserve Account."

Security for the Guarantees

Subject to Permitted Liens, and to the extent permitted by Gaming Laws and other applicable laws, the Guarantees will be secured by, among other things:

- a perfected second priority security interest in substantially all of the existing and future assets (other than gaming licenses and Aircraft Assets, if any) of the Guarantors, including: if approved by the Nevada PUC, the Water Rights for the Golf Course Land owned by Desert Inn Improvement Co., and the rights of any Guarantor under the Key Project Documents to which it is a party,

- a perfected second priority security interest in the Golf Course Land owned by Wynn Resorts Holdings and, if the grant of such security interest is approved by the Nevada PUC, in the related Water Rights held by Desert Inn Water Company, LLC, in each case, subject to release as described below under "—Release of Golf Course Land and Phase II Land,"

- a perfected second priority security interest in the Phase II Land, subject to release as described below under "—Release of Golf Course Land and Phase II Land,"

- a perfected second priority pledge of the equity interests held by the Guarantors in Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries, including the equity interests held by Valvino Lamore in each of: Desert Inn Water Company, LLC, which owns all of the stock of Desert Inn Improvement Co., Wynn Design & Development, LLC, which is responsible for the design and architecture of the Project, Wynn Resorts Holdings, which owns the Golf Course Land, by Wynn Resorts Holdings in Wynn Las Vegas and Palo, LLC, which owns three parcels of residential real estate adjacent to the Golf Course Land, and by Desert Inn Water Company, LLC in Desert Inn Improvement Co., which owns the principal Water Rights for the Golf Course Land, and

- a perfected third priority security interest in the FF&E Collateral, if any, owned by the Guarantors.

The Guarantees will not be secured by a security interest in the Aircraft Assets.

As noted above, under Nevada gaming laws, a gaming licensee is not permitted to grant a security interest in any gaming or other license issued by the Nevada Gaming Authorities. As a result, the Guarantees by the Guarantors will not be secured by any such gaming licenses.

Release of Golf Course Land and Phase II Land

The noteholders' security interests in all or certain portions of the Golf Course Land (and the related Water Rights, if applicable) and in all of the Phase II Land may be released under the circumstances described below. Upon any such release of those security interests, the disposition or transfer of such assets will no longer be subject to any of the restrictive covenants in the indenture.

Release of All of the Golf Course Land. The security interests in all of the Golf Course Land, the equity interests in Desert Inn Improvement Co. and/or Desert Inn Water Company, LLC and the DIIC Water Permits (other than the DIIC Casino Water Permit) will be released so long as:

(a) both immediately prior to the release of the security interests (or, in the case of the release of the Golf Course Land, at the time a binding agreement for the disposition of that land is entered into, so long as the disposition takes place within 60 days following the date on which that binding agreement is entered into) and after giving pro forma effect to that release (as if, for purposes of calculating the Consolidated Leverage Ratio, such release had been made at the beginning of the applicable four-quarter period):

  (i) no Default or Event of Default exists,

  (ii) the Consolidated Leverage Ratio of the Issuers and their Restricted Subsidiaries for the period of four consecutive fiscal quarters of Wynn Las Vegas ending immediately prior to the release date is 3.0 to 1.0 or less, and

  (iii) the senior secured long-term Indebtedness under the Credit Agreement is rated BB+ or higher by S&P and Ba1 or higher by Moody's,

(b) the release occurs on or after the third anniversary of the Opening Date,

(c) the lenders under the Credit Agreement concurrently release their security interests in the Golf Course Land, the equity interests in Desert Inn Improvement Co. and/or Desert Inn Water Company, LLC and the DIIC Water Permits (other than the DIIC Casino Water Permits), in each case, to be released by the trustee,

(d)

Desert Inn Water Company owns no assets other than the stock of Desert Inn Improvement Co.,

(e) either (1) no Points of Diversion with respect to the Valvino Water Permits and the DIIC Casino Water Permit, wells associated therewith or rights-of-way necessary for the transportation to the Le Rêve casino water features of water drawn or to be drawn pursuant to such Water Permits, are located on the Golf Course Land or (2) the applicable entities that own the Golf Course Land to be released shall have transferred at no cost such easements to Wynn Las Vegas as are necessary for Wynn Las Vegas to access such Points of Diversion, own and operate such wells and transport the water drawn therefrom to the Le Rêve casino water features,

(f) Wynn Las Vegas shall have taken all actions required pursuant to the covenant captioned "—Additional Collateral; Acquisition of Assets or Property" with respect to any assets or property acquired pursuant to clause (e) above, and

(g) Wynn Resorts Holdings delivers an officers' certificate (including supporting calculations in reasonable detail) to the trustee confirming that the conditions in clauses (a), (b), (c), (d), (e) and (f) above have been satisfied.

Release of Portions of the Golf Course Land. The security interests granted by Wynn Resorts Holdings in approximately 20 acres of the Golf Course Land will be released if the lenders under the Credit Agreement concurrently release their first priority security interest in such Golf Course Land, so long as no Default or Event of Default exists or is continuing immediately prior to or after giving effect to that release. It will not be deemed to be a release of the first priority security interests requiring the automatic release by the noteholders if the release of the first priority lien is as a result of an extension, refinancing, renewal, replacement, amendment and restatement, restatement, defeasance or refunding (collectively, a "refinancing") of the Credit Agreement as a result of which the first priority liens in favor of the administrative agent (for the benefit of the lenders under the Credit Agreement) are replaced with liens in favor of the lenders or holders of such refinancing Indebtedness. In the event that, following the automatic release of the noteholders' security interest in approximately 20 acres of the Golf Course Land, Wynn Las Vegas, the Restricted Entities or any of their respective Restricted Subsidiaries grants a security interest in any or all of such portions to secure such refinancing Indebtedness or any guarantee thereof, such Person will concurrently grant a security interest in such portions of the Golf Course Land in favor of the trustee to secure the notes (or, if such Person is a Guarantor, its guarantee of the notes). That security interest in favor of the trustee will be a second priority security interest, subject only to the liens securing the refinancing Indebtedness or the guarantee of such Indebtedness, as applicable, and other Permitted Liens.

The Credit Agreement currently provides that the lenders will release their security interests in approximately 20 acres of the Golf Course Land when Wynn Las Vegas achieves a specified minimum level of Consolidated EBITDA for four consecutive fiscal quarters and satisfies certain conditions relating to water required for the Le Rêve casino water features and the golf course and requires that the development of those released parcels as residential or other non-gaming related developments not interfere with the operation of the Golf Course Land or otherwise impair the overall value of the property. The lenders under the Credit Agreement may amend or waive any of their conditions to the release of their security interests without the consent of the noteholders and may determine to release their liens under different circumstances, which would nevertheless result in the automatic release of the second priority liens by the noteholders.

Release of Homesite Acreage. The security interests in approximately two acres of the Golf Course Land will be released in order to permit the construction of a personal residence for Stephen A. Wynn, so long as:

(a) no Default or Event of Default exists or is continuing immediately prior to or after giving effect to that release,

(b) the cash purchase price paid by Stephen A. Wynn for the released Golf Course Land prior to the release of the security interests in immediately available funds shall not be less than the then fair market value of that portion of the Golf Course Land,

(c) the purchase price is paid directly to Wynn Resorts Holdings so long as, prior to the release of the security interests, the purchase price is contributed in immediately available funds to Wynn Las Vegas as a common equity capital contribution (the "Steve Wynn Capital Contribution"),

(d) the construction of Stephen A. Wynn's personal residence will not interfere with the design, construction, operation or use of the remainder of the Golf Course Land as a championship 18-hole golf course and otherwise could not reasonably be expected to materially impair the overall value of the Project,

(e) the lenders under the Credit Agreement concurrently release their security interests in the portions of the Golf Course Land to be released by the trustee,

(f) either (1) no Points of Diversion with respect to the Water Permits, wells associated therewith or rights-of-way necessary for the transportation to the Golf Course Land or the Le Rêve casino water features of water drawn or to be drawn pursuant to Water Permits, are located on the released Golf Course Land or (2) the entity that owns the released Golf Course Land shall have transferred at no cost:

(i) in the case of Points of Diversion and associated wells with respect to the Valvino Water Permits and the DIIC Casino Water Permit, and rights-of-way necessary for the transportation to the Le Rêve casino water features of water drawn or to be drawn pursuant to Water Permits, such easements to Wynn Las Vegas as are necessary for Wynn Las Vegas to access such Points of Diversion, own and operate such wells and transport the water drawn therefrom to the Le Rêve casino water features, and

(ii) in the case of Points of Diversion with respect to all other DIIC Water Permits and the wells associated therewith, such easements to Wynn Las Vegas and Wynn Resorts Holdings as are necessary for Wynn Las Vegas and Wynn Resorts Holdings to access such Points of Diversion, own and operate such wells and transport the water drawn therefrom to the Golf Course Land,

(g)

Wynn Las Vegas and Wynn Resorts Holdings, as the case may be, shall have taken all actions required pursuant to the covenant captioned "—Additional Collateral; Acquisition of Assets or Property" with respect to any assets or property acquired pursuant to clause (f) above, and

(h) Wynn Resorts Holdings delivers an officers' certificate to the trustee confirming that the conditions in clauses (a), (b), (c), (d), (e), (f) and (g) above have been satisfied.

Release of the Phase II Land. The security interests granted by Valvino Lamore in the Phase II Land to secure its obligations under its Guarantee will be released if the lenders under the Credit Agreement concurrently release their first priority security interest in the Phase II Land, so long as no Default or Event of Default exists or is continuing immediately prior to or after giving effect to that release. It will not be deemed to be a release of the first priority security interests requiring the automatic release by the noteholders if the release of the first priority lien is as a result of a refinancing of the Credit Agreement as a result of which the first priority liens in favor of the administrative agent (for the benefit of the lenders under the Credit Agreement) are replaced with liens in favor of the lenders or holders of such refinancing Indebtedness. In the event that, following the automatic release of the noteholders' security interest in the Phase II Land, Wynn Las Vegas, the Restricted Entities or any of their respective Restricted Subsidiaries grants a security interest in any or all of the Phase II Land to secure such refinancing Indebtedness or any guarantee thereof, such Person will concurrently grant a security interest in such Phase II Land in favor of the trustee to secure the notes (or, if such Person is a Guarantor, its guarantee of the notes). That security interest in favor of the trustee will be a second priority security interest, subject only to the liens securing the refinancing Indebtedness or the guarantee of such Indebtedness, as applicable, and other Permitted Liens). The foregoing provisions will not permit the release of any portions of the Phase II Land on which an Entertainment Facility is being constructed or has been constructed.

The Credit Agreement currently provides that the lenders will release their security interests in the Phase II Land when Wynn Las Vegas achieves specified minimum levels of Consolidated EBITDA for either two or four consecutive fiscal quarters, so long as the Valvino

Water Permit Transfer has occurred and, if any of the Entertainment Facility is built on the Phase II Land, that portion of the Phase II Land has been transferred to Wynn Las Vegas. The lenders under the Credit Agreement may amend or waive any of their conditions to the release of their security interests without the consent of the noteholders and may determine to release their liens under different circumstances, which would nevertheless result in the release of the second priority liens by the noteholders.

Methods of Receiving Payments on the Notes

If a Holder has given wire transfer instructions to the Issuers, the Issuers will pay all principal, interest and premium, if any, on that Holder's notes in accordance with those instructions. All other payments on notes will be made at the office or agency of the paying agent and registrar within the City and State of New York unless the Issuers elect to make interest payments by check mailed to the Holders at the addresses provided in the register of Holders.

Paying Agent and Registrar for the Notes

The trustee will initially act as paying agent and registrar. The Issuers may change the paying agent or registrar without prior notice to the Holders, and either or both of the Issuers or any of their subsidiaries may act as paying agent or registrar.

Transfer and Exchange

A Holder may transfer or exchange notes in accordance with the indenture. The registrar and the trustee may require a Holder to furnish appropriate endorsements and transfer documents in connection with a transfer of notes. Holders will be required to pay all taxes due on transfer. The Issuers are not required to transfer or exchange any note selected for redemption. Also, the Issuers are not required to transfer or exchange any note for a period of 15 days before a selection of notes to be redeemed.

Repurchase at the Option of Holders

Change of Control

If a Change of Control occurs, each holder of notes will have the right to require the Issuers to repurchase all or any part (equal to $1,000 or an integral multiple of $1,000) of that holder's notes pursuant to a Change of Control Offer on the terms set forth in the indenture. In the Change of Control Offer, the Issuers will offer a payment (the "Change of Control Payment") in cash equal to 101% of the aggregate principal amount of notes repurchased plus accrued and unpaid interest on the notes repurchased, to the date of purchase. Within 10 days following any Change of Control, the Issuers will mail a notice to each holder describing the transaction or transactions that constitute the Change of Control and offering to repurchase notes on the date (the "Change of Control Payment Date") specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed, pursuant to the procedures required by the indenture and described in such notice.

On the Change of Control Payment Date, the Issuers will, to the extent lawful:

(1) accept for payment all notes or portions of the notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the paying agent an amount equal to the Change of Control Payment in respect of all notes or portions of the notes so tendered; and

(3) deliver or cause to be delivered to the trustee the notes properly accepted together with an officers' certificate stating the aggregate principal amount of notes or portions of the notes being purchased by the Issuers.

The paying agent will promptly mail to each holder of notes so tendered the Change of Control Payment for such notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each holder a new note equal in principal amount to any unpurchased portion of the notes

surrendered, if any. Each such new note will be in a principal amount of $1,000 or an integral multiple of $1,000. The Issuers will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The provisions described above that require the Issuers to make a Change of Control Offer following a Change of Control will be applicable regardless of whether any other provisions of the indenture are applicable. Except as described above with respect to a Change of Control, the indenture does not contain provisions that permit the holders to require that the Issuers repurchase or redeem notes in the event of a takeover, recapitalization or similar transaction.

The Issuers will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the indenture applicable to a Change of Control Offer made by the Issuers and purchases all notes properly tendered and not withdrawn under such Change of Control Offer.

The definition of Change of Control includes a phrase relating to the direct or indirect sale, lease, transfer, conveyance or other disposition of "all or substantially all" of the properties or assets of Wynn Las Vegas, its Restricted Subsidiaries and the Restricted Entities, taken as a whole, or Wynn Las Vegas and its Restricted Subsidiaries, taken as a whole. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, the ability of a holder of notes to require the Issuers to repurchase its notes as a result of a sale, lease, transfer, conveyance or other disposition of less than all of the assets of Wynn Las Vegas, the Restricted Entities and their respective Restricted Subsidiaries, taken as a whole, or Wynn Las Vegas and its Restricted Subsidiaries, taken as a whole, to another Person or group may be uncertain.

Asset Sales

Wynn Las Vegas and the Restricted Entities will not, and will not permit any of their respective Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) no Default or Event of Default exists or is continuing immediately prior to or after giving effect to such Asset Sale;

(2) except with respect to Non-Project Assets, the Opening Date has occurred;

(3) the applicable entity receives consideration at the time of the Asset Sale at least equal to the fair market value of the assets or Equity Interests issued or sold or otherwise disposed of (it being understood that a percentage of the purchase price may be subject to escrow arrangements customary for asset sales);

(4) if the aggregate consideration to be received by the applicable entity is in excess of $10.0 million, the fair market value is evidenced by a certificate of the chief financial officer of the applicable entity delivered to the trustee; and

(5) at least 75% (or 95%, in the case of any Asset Sale that occurs on or before the Completion Date) of the consideration received in the Asset Sale by the applicable entity is in the form of cash or Cash Equivalents.

For purposes of this provision, each of the following will be deemed to be cash:

(a) any liabilities, as shown on such entity's most recent consolidated balance sheet, of such entity (other than contingent liabilities and liabilities that are by their terms subordinated to the notes or any Guarantee of the notes) that are assumed by the transferee of any such assets pursuant to a customary novation agreement that releases such entity from further liability; and

(b) any securities, notes or other obligations received by such entity from such transferee that are converted within 30 Business Days following such receipt by such entity into cash to the extent of the cash received in that conversion.

After the receipt of any Net Proceeds from an Asset Sale by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries, the applicable entity:

(a) within 270 days (or within 90 days, in the case of any Asset Sale that occurs on or before the Completion Date) after receipt of such Net Proceeds, may apply the Net Proceeds to repay secured unsubordinated Indebtedness of any of Wynn Las Vegas or any of its Restricted Subsidiaries and, if the Indebtedness repaid is revolving credit Indebtedness, to correspondingly permanently reduce the commitments with respect to that Indebtedness, or

(b) within 270 days (or within 90 days, in the case of any Asset Sale that occurs on or before the Completion Date) after receipt of such Net Proceeds, may apply any Net Proceeds to make a capital expenditure, improve real property or acquire long-term assets that are used or useful in a line of business permitted by the covenant described below under the caption "—Certain Covenants—Line of Business."

In any such case, the Restricted Entities shall take all necessary action to ensure that the security interest of the trustee, on behalf of the holders, continues as a perfected security interest (subject only to the security interest securing the Credit Agreement and other Permitted Liens and the terms of the Intercreditor Agreements) on any property or assets acquired or constructed with the Net Proceeds of any Asset Sale on the terms set forth in the indenture, the Intercreditor Agreements and the other Collateral Documents. Pending the final application of any Net Proceeds, the applicable entity may (1) apply the Net Proceeds to temporarily reduce amounts outstanding under any secured unsubordinated Indebtedness of Wynn Las Vegas or any of its Restricted Subsidiaries, or (2) invest the Net Proceeds in Cash Equivalents which will be subject to a perfected security interest (subject only to the security interest securing the Credit Agreement and other Permitted Liens and the terms of the Intercreditor Agreements) in favor of the trustee as security for the notes.

The Credit Agreement requires Wynn Las Vegas, the Restricted Entities and their respective Restricted Subsidiaries, in certain circumstances, to apply the sale proceeds from an Asset Sale to repay the loans under the Credit Agreement. In such circumstances, until the debt under the Credit Agreement has been repaid in full, there will not be any Net Proceeds. As a result, in that case, the operative provisions of this covenant will not apply, and no Asset Sale Offers will be made to the note holders.

Once the Credit Agreement has been repaid in full, any Net Proceeds from Asset Sales that are not applied or invested as provided in the preceding paragraph will constitute "Excess Proceeds." Within 10 days following the date on which the aggregate amount of Excess Proceeds exceeds $10.0 million, Wynn Las Vegas will make an offer (an "Asset Sale Offer") to all holders to purchase the maximum principal amount of notes that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of the principal amount of the notes to be purchased plus accrued and unpaid interest to the date of purchase, and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, the applicable entity may use those Excess Proceeds for any general corporate purpose not prohibited by the indenture and the Collateral Documents. If the aggregate principal amount of notes tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the trustee will select the notes to be purchased as described below under "—Selection and Notice." Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.

Events of Loss

After any Event of Loss of Collateral comprising the Project occurring after the Final Completion Date in an amount of up to $500.0 million (measured as the greater of the fair market value or the replacement cost of the Collateral subject to such Event of Loss), Wynn Las Vegas, the applicable Restricted Entity or the applicable Restricted Subsidiary, as the case may be, may apply the Net Loss Proceeds from the Event of Loss to the rebuilding, repair, replacement or construction of improvements to the Project, with no obligation to make any purchase of any notes; so long as, in the case of any such Collateral with a fair market value (or replacement cost, if higher) in excess of $15.0 million but less than or equal to $500.0 million:

(1) Wynn Las Vegas delivers to the trustee within 60 days of the Event of Loss a written opinion from a reputable contractor that the Minimum Facilities can be rebuilt, repaired, replaced or constructed and operating within 365 days following the Event of Loss;

(2) Wynn Las Vegas delivers to the trustee within 60 days of the Event of Loss an officers' certificate certifying that the applicable entity has available from Net Loss Proceeds, cash on hand or available borrowings under Indebtedness permitted to be incurred under the covenant described below under the caption "—Incurrence of Indebtedness and Issuance of Preferred Equity" to complete the rebuilding, repair, replacement or construction described in clause (1) above and, together with any anticipated revenues projected to be generated during the repair or restoration period, to pay debt service on its Indebtedness during the repair or restoration period; and

(3) the damaged Collateral is rebuilt, repaired, replaced or constructed and operating in substantially the manner that it was operating immediately prior to the Event of Loss within 365 days following the Event of Loss.

However, if the damaged Collateral is not necessary for and is not used in the operation of the Permitted Business of the Project, the applicable entity may apply the Net Loss Proceeds to make a capital expenditure, improve real property or acquire long-term assets that are used or useful in a line of business permitted by the covenant described below under the caption "—Certain Covenants—Line of Business."

The ability of Wynn Las Vegas, any Restricted Entities or any of their Restricted Subsidiaries to repair or restore any of the Collateral following an Event of Loss that occurs on or prior to the Final Completion Date will be governed by the Disbursement Agreement.

The Credit Agreement requires Wynn Las Vegas, the Restricted Entities and their respective Restricted Subsidiaries, in certain circumstances, to apply the loss proceeds from an Event of Loss to repay the loans under the Credit Agreement. In such circumstances, until the debt under the Credit Agreement has been repaid in full, there will not be any Net Loss Proceeds. As a result, in that case, the operative provisions of this covenant will not apply, and no Event of Loss Offers will be made to the note holders.

Once the Credit Agreement has been repaid in full, any Net Loss Proceeds that are not (1) permitted to be used to repair or restore the Collateral pursuant to the Disbursement Agreement, (2) reinvested as provided in the first sentence of this covenant or (3) permitted to be reinvested because those Net Loss Proceeds exceed $500.0 million, in each case, will be deemed "Excess Loss Proceeds." Within 10 days following the date on which the aggregate amount of Excess Loss Proceeds exceeds $10.0 million, Wynn Las Vegas will make an offer (an "Event of Loss Offer") to all holders to purchase the maximum principal amount of notes that may be purchased out of the Excess Loss Proceeds. The offer price in any Event of Loss Offer will be 100% of the principal amount of the notes to be purchased, plus accrued and unpaid interest to the date of purchase and will be payable in cash. If any Excess Loss Proceeds remain after consummation of an Event of Loss Offer, the applicable entity may use those Excess Loss Proceeds for any general corporate purpose not prohibited by the indenture and the Collateral Documents. If the aggregate principal amount of notes tendered into such Event of Loss Offer exceeds the Excess Loss Proceeds, the trustee will select the notes to be purchased as described below under "—Selection and Notice." Upon completion of each Event of Loss Offer, the amount of Excess Loss Proceeds will be reset at zero.

Pending their application, all Net Loss Proceeds will either be (1) applied to temporarily reduce amounts outstanding under the Credit Agreement, or (2) invested in Cash Equivalents held in an account in which the trustee has a perfected security interest for the benefit of the Holders, subject only to the security interest securing the Credit Agreement and other Permitted Liens and the terms of the Intercreditor Agreements. These funds and securities will be released to the applicable entity to pay for or reimburse that entity for either (1) the actual cost of a permitted use of Net Loss Proceeds as provided above, or (2) the Event of Loss Offer, pursuant to the terms of the Collateral Documents. The applicable entity will grant to the trustee, on behalf of the Holders, a security interest, subject only to the security interest securing the Credit Agreement and other Permitted Liens and the terms of the Intercreditor Agreements, on any property or assets rebuilt, repaired, replaced or constructed with such Net Loss Proceeds on the terms set forth in the indenture and the Collateral Documents.

In the event of an Event of Loss pursuant to clause (3) of the definition of "Event of Loss" with respect to property or assets that have a fair market value (or replacement cost, if greater) in excess of $10.0 million, the applicable entity, will be required to receive consideration:

(1) at least equal to the fair market value (evidenced by a resolution of the applicable entity's board of directors set forth in an officers' certificate delivered to the trustee) of the property or assets subject to the Event of Loss; and

(2) at least 90% of which is in the form of cash or Cash Equivalents.

Restrictions on Repurchase of Notes

The agreements governing our other indebtedness, including the Credit Agreement and the FF&E Facility, may prohibit certain events, including a Change of Control or an Asset Sale, or provide that such events constitute events of default under such agreements. Similarly, those agreements may prohibit or restrict Wynn Las Vegas, the Restricted Entities and their

respective Restricted Subsidiaries from repairing or restoring the Collateral following an Event of Loss regardless of whether that repair or restoration is permitted under the indenture. In addition, the exercise by the holders of notes of their rights to require Wynn Las Vegas to repurchase the notes upon a Change of Control Offer, an Asset Sale Offer or Event of Loss Offer, as the case may be, could cause a default under these other agreements. Finally, Wynn Las Vegas' ability to pay cash to the holders of notes upon a repurchase under a Change of Control Offer, Asset Sale Offer or Event of Loss Offer may be limited by Wynn Las Vegas' then existing financial resources. See "Risk Factors—Risks Related to the Offering and the Second Mortgage Notes—We may not be able to fulfill our repurchase obligations with respect to the second mortgage notes upon a change of control."

Compliance with Securities Laws

The Issuers will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent these laws and regulations are applicable in connection with each repurchase of notes pursuant to a Change of Control Offer, an Asset Sale Offer or an Event of Loss Offer. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control, Asset Sale or Event of Loss provisions of the indenture, the Issuers will comply with the applicable securities laws and regulations and will not be deemed to have breached their obligations under these provisions of the indenture by virtue of such conflict.

Selection and Notice

If less than all of the notes are to be redeemed or purchased in an offer to purchase at any time, the trustee will select notes for redemption or purchase as follows:

(1) if the notes are listed on any national securities exchange, in compliance with the requirements of the principal national securities exchange on which the notes are listed; or

(2) if the notes are not listed on any national securities exchange, on a pro rata basis, by lot or by any other method the trustee deems fair and appropriate.

No notes of $1,000 or less can be redeemed or purchased in part. However, if all of the Notes of a Holder are to be redeemed or purchased, the entire outstanding amount of Notes held by such Holder, even if not a multiple of $1,000, will be redeemed or purchased. Notices of redemption or purchase will be mailed by first class mail at least 30 but not more than 60 days before the redemption or purchase date to each Holder of notes to be redeemed or purchased at its registered address. Notices of redemption or purchase may not be conditional.

If any note is to be redeemed in part only, the notice of redemption that relates to that note will state the portion of the principal amount of the note that is to be redeemed. A new note in principal amount equal to the unredeemed portion of the original note will be issued in the name of the Holder of notes upon cancellation of the original note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on notes or portions of them called for redemption.

Certain Covenants

Restricted Payments

Wynn Las Vegas and the Restricted Entities will not, and will not permit any of their respective Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any other payment or distribution on account of any Equity Interests of Wynn Las Vegas, any Restricted Entity or any Restricted Entity's Restricted Subsidiaries (including, without limitation, any payment in connection with any merger or consolidation) or to the direct or indirect holders of any Equity Interests of Wynn Las Vegas, any Restricted Entity or any Restricted Entity's Restricted Subsidiaries in any capacity, other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of Wynn Las Vegas, any Restricted Entity or any Restricted Entity's Restricted Subsidiaries;

(2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation) any Equity Interests of Wynn Las Vegas, any direct or indirect parent of Wynn Las Vegas (including, without limitation, Wynn Resorts), any Restricted Entity or any Restricted Entity's Restricted Subsidiaries, other than Permitted Investments;

(3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness that is subordinated to the notes or the Guarantees under the Guarantee and Collateral Agreements, except a payment of interest or principal at the Stated Maturity thereof; or

(4) make any Restricted Investment (all such payments and other actions set forth in clauses (1) through (4) above being collectively referred to as "Restricted Payments"),

unless, at the time of and after giving effect to such Restricted Payment:

(1) the Completion Date has occurred; and

(2) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment; and

(3)

Wynn Las Vegas would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described below under the caption "—Incurrence of Indebtedness and Issuance of Preferred Equity;" and

(4) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries after the date of the indenture (excluding Restricted Payments permitted by clauses (2), (3), (5), (7), (8), (9), (10), (11), (12), (13) and (14) below (with respect to clause (5) to the extent such Restricted Payments were already deducted from Consolidated Net Income) of the next succeeding paragraph), is less than the sum, without duplication, of:

(a) 50% of the Consolidated Net Income of Wynn Las Vegas and its Restricted Subsidiaries for the period (taken as one accounting period) from the beginning of the first fiscal quarter commencing after the Completion Date to the end of Wynn Las Vegas' most recently ended fiscal quarter for which internal financial statements are

available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit), *plus*

(b) 100% of the aggregate Net New Equity Proceeds since the date of the indenture, *excluding* any Net New Equity Proceeds:

(i) to the extent those proceeds are utilized as a basis for incurring Indebtedness pursuant to clause (11) or (12) of the second paragraph of the covenant captioned "—Incurrence of Indebtedness and Issuance of Preferred Equity,"

(ii) to the extent consisting of capital contributions made to Wynn Las Vegas for the purpose of satisfying the "in-balance" requirements of the Disbursement Agreement,

(iii) to the extent such Net New Equity Proceeds are derived from the incurrence of any Project Related Indebtedness, unless at the time of any proposed Restricted Payment to be made based upon amounts available for Restricted Payments under subclause (iii) of this clause (b), and pro forma for such Restricted Payment, Wynn Las Vegas would have been able to incur $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant captioned "—Incurrence of Indebtedness and Issuance of Preferred Equity," except that, solely for purposes of calculating the Fixed Charge Coverage Ratio under this subclause (iii), the Fixed Charges of Wynn Resorts shall be included as a Fixed Charge in the calculation of "Fixed Charges,"

(iv) to the extent those proceeds are used to redeem, repurchase, retire, defease or acquire subordinated Indebtedness or Equity Interests pursuant to clause (2) or (3) of the immediately succeeding paragraph, and

(v) to the extent those proceeds are used to make Permitted Investments of the type permitted by clause (5) of the definition of Permitted Investments, *plus*

(c) (i) to the extent that any Restricted Investment that was made after the date of the indenture is sold for cash or otherwise liquidated or repaid for cash for an amount in excess of the initial amount of such Restricted Investment, the sum of (x) 50% of the cash proceeds with respect to such Restricted Investment in excess of the aggregate amount invested in such Restricted Investment (less the cost of disposition, if any) and (y) the aggregate amount invested in such Restricted Investment, and (ii) to the extent that any such Restricted Investment is sold for cash or otherwise liquidated or repaid in cash for an amount equal to or less than the initial amount of such Restricted Investment, the cash return of capital with respect to such Restricted Investment (less the cost of disposition, if any), *plus*

(d) 100% of any cash dividends or cash distributions received by Wynn Las Vegas or any of its Restricted Subsidiaries after the date of the indenture from an Unrestricted Subsidiary of Wynn Las Vegas, *plus*

(e) to the extent that any Unrestricted Subsidiary of Wynn Las Vegas is redesignated as a Restricted Subsidiary after the date of the indenture, the lesser of (i) the fair market value of Wynn Las Vegas's Investment in such Subsidiary as of the date of such redesignation or (ii) such fair market value as of the date on which such Subsidiary was originally designated as an Unrestricted Subsidiary.

With respect to (a) any payments made pursuant to clauses (1), (2), (3), (6), (7), (8), (9), (11), (12), (13), (14), (15) and (16) below, so long as no Default or Event of Default has

occurred and is continuing or would be caused by the payments, and (b) any payments made pursuant to clauses (4), (5) and (10) below, regardless of whether any Default or Event of Default has occurred and is continuing or would be caused by the payment, the preceding provisions will not prohibit:

(1) the payment of any dividend or distribution (other than any distribution made under clause (5) below) within 60 days after the date of declaration of the dividend or distribution, if at the date of declaration the dividend payment or distribution payment would have complied with the provisions of the indenture;

(2) the redemption, repurchase, retirement, defeasance or other acquisition of any subordinated Indebtedness of (a) Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries in exchange for, or out of Net New Equity Proceeds, or (b) Wynn Las Vegas, any Restricted Entity or any of

their Restricted Subsidiaries with the net cash proceeds from an incurrence of Permitted Refinancing Indebtedness;

(3) the redemption, repurchase, retirement, defeasance or other acquisition of any Equity Interests of Wynn Las Vegas or Wynn Resorts in exchange for or out of Net New Equity Proceeds;

(4) the distribution to Wynn Resorts, directly or through any intermediate Wholly Owned Subsidiaries of Wynn Resorts, of amounts necessary to repurchase Equity Interests or Indebtedness of Wynn Resorts (other than Equity Interests held by or Indebtedness owed to the Existing Stockholders) to the extent required by any Gaming Authority having jurisdiction over Wynn Las Vegas or any of its Restricted Subsidiaries for not more than the fair market value thereof in order to avoid the suspension, revocation or denial of a Gaming License by that Gaming Authority, as long as, if such efforts do not jeopardize any Gaming License, Wynn Resorts and its Subsidiaries shall have diligently attempted to find a third-party purchaser for such Equity Interests or Indebtedness and no third-party purchaser acceptable to the applicable Gaming Authority was willing to purchase such Equity Interests or Indebtedness within a time period acceptable to such Gaming Authority;

(5) distributions to the direct or indirect owners of Wynn Las Vegas, the Completion Guarantor, any Restricted Entity or any of their respective Restricted Subsidiaries with respect to any period during which such entity is a Pass Through Entity or a Consolidated Member, such distributions in an aggregate amount not to exceed such owners' Tax Amounts for such period;

(6) (a) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of Wynn Resorts, or (b) the distribution to Wynn Resorts, directly or through any intermediate Wholly Owned Subsidiaries of Wynn Resorts, of amounts necessary to repurchase, redeem or otherwise acquire or retire for value Equity Securities of Wynn Resorts, in each case held by any member of management of Wynn Resorts or any Restricted Entity (or the estate or trust for the benefit of any such member of management) pursuant to the provisions of the operating agreement, or comparable governing documents, or employee benefit plans or employment agreements of any such Person; *provided* that the aggregate consideration for all such repurchased, redeemed, acquired or retired Equity Interests, together with the aggregate amount of all such distributions made to Wynn Resorts, shall not exceed $2.0 million in any calendar year;

(7) the payment of Management Fees under the Management Agreement to the extent such payments are made in compliance with the covenant captioned "—Restrictions on Payments of Management Fees;"

(8) the distribution to Wynn Resorts of amounts remaining in the Completion Guarantee Deposit Account, following the release of such amounts in accordance with the Disbursement Agreement;

(9) following the Completion Date, the payments of amounts then due and payable under the Affiliate Agreements and Qualified Intercompany Agreements in respect of the period following the Completion Date (other than payments described in clauses (7), (10) and (11) of this paragraph), so long as such amounts do not include, in any case, any fee, profit or similar component and represent only the payment or reimbursement of actual costs and expenses incurred or, as the case may be, the fair value of services provided thereunder;

(10) the payment of amounts then due and payable under the Tax Indemnification Agreement, as in effect on the date of the indenture;

(11) the payment, on or after the Budgeted Overhead Final Payment Date, of Allocable Overhead to Wynn Resorts or any of its Subsidiaries to the extent then due and payable by Wynn Resorts or the applicable Subsidiary, as the case may be;

(12) the payment of Budgeted Amounts pursuant to the Disbursement Agreement;

(13) Restricted Payments consisting of transfers and other dispositions of Released Assets;

(14) pro rata dividends, distributions or payments to direct or indirect Equity Interests holders by a Person, (excluding any dividend, distribution or payment by a Person that is a Guarantor to a Person, other than an Issuer, that is not a Guarantor) payable:

(a) to Wynn Las Vegas or any of its Restricted Subsidiaries,

(b) between Wynn Resorts Holdings and Valvino Lamore, excluding a dividend or distribution of any or all of the Golf Course Land, unless such Golf Course Land is then a Released Asset,

(c) by (x) any Restricted Entity or any Restricted Subsidiary of a Restricted Entity, that, in each case, is not a Guarantor to (y) any parent Restricted Entity or any parent Restricted Subsidiary of a Restricted Entity that, in each case, is a Guarantor, or

(d) by any Wynn Group Entity to any Restricted Entity,

(15) until the earlier of (i) 12 months following the acquisition of the Replacement Aircraft, and (ii) the sale by World Travel, LLC or the Aircraft Trustee of the Existing Aircraft, the payment to Wynn Resorts of amounts necessary to pay interest then due and payable on the Replacement Aircraft Indebtedness in an aggregate amount not to exceed $1.0 million; and

(16) Restricted Payments not otherwise permitted by the foregoing clauses (1) through (15) in an aggregate amount of not more than $10.0 million.

The amount of all Restricted Payments (other than cash) will be the fair market value on the date of the Restricted Payment of the assets or securities proposed to be transferred or issued to or by the applicable entity pursuant to the Restricted Payment. The fair market value of any assets or securities that are required to be valued by this covenant will be determined in good faith by the applicable entity's board of directors whose resolution with respect thereto will be delivered to the trustee. At the same time as the delivery of the financial information required to be delivered under clause (1) of the covenant captioned "—

Reports," Wynn Las Vegas will deliver to the trustee an officers' certificate describing in reasonable detail all of the Restricted Payments made during the period to which such financial

information relates, stating that such Restricted Payments were permitted when made and setting forth the basis upon which the calculations required by this "Restricted Payments" covenant were computed.

Incurrence of Indebtedness and Issuance of Preferred Equity

Wynn Las Vegas and the Restricted Entities will not, and will not permit any of their respective Restricted Subsidiaries to, directly or indirectly, (1) create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur") any Indebtedness (including Acquired Debt), or (2) issue any Disqualified Stock or shares of preferred stock. Notwithstanding the above, Wynn Las Vegas and its Restricted Subsidiaries may incur Indebtedness (including Acquired Debt), if (1) the Opening Date has occurred and (2) the Fixed Charge Coverage Ratio of Wynn Las Vegas for Wynn Las Vegas' most recently ended four full fiscal quarters following the Opening Date for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred (the "Reference Period") would have been at least 2.0 to 1.0, determined on a pro forma basis, including a pro forma application of the net proceeds from the Indebtedness, as if the additional Indebtedness had been incurred at the beginning of such four-quarter period.

The first paragraph of this covenant will not prohibit the incurrence of any of the following items of Indebtedness so long as no Default or Event of Default has occurred and is continuing or would result therefrom (collectively, "Permitted Debt"):

(1) the incurrence by Wynn Las Vegas and any of its Restricted Subsidiaries of Indebtedness under the Credit Agreement in an aggregate principal amount (with letters of credit being deemed to have a principal amount equal to the sum of the face amount thereof and related unpaid reimbursement obligations) not to exceed an amount equal to (a) $1.0 billion *less* (b) the aggregate amount of all prepayments of principal Indebtedness that result in permanent reductions of the commitments under the Credit Agreement;

(2) the incurrence by the Issuers, the Restricted Entities and their respective Restricted Subsidiaries of their respective obligations arising under the notes, the Credit Agreement, the FF&E Facility and, to the extent those obligations would represent Indebtedness, the Collateral Documents;

(3) the incurrence by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to refund, refinance or replace Indebtedness (other than intercompany Indebtedness) that was permitted by the indenture to be incurred under the first paragraph of this covenant, under clauses (2) or (7) of this paragraph or under this clause (3);

(4) the incurrence of intercompany Indebtedness (i) between or among Wynn Las Vegas and/or its Restricted Subsidiaries, (ii) between or among Valvino Lamore and Wynn Resorts Holdings, (iii) between or among the Wynn Group Entities and (iv) the incurrence by the Restricted Entities or any of their respective Restricted Subsidiaries of intercompany Indebtedness (to the extent that Wynn Las Vegas, any of its Restricted Subsidiaries, or, as the case may be, the applicable Restricted Entity, would be permitted to make loans giving rise to, or otherwise hold, such Indebtedness as a Restricted

Payment under the covenant captioned "—Restricted Payments") owing to Wynn Las Vegas or any of its Restricted Subsidiaries, so long as:

(a) if Wynn Las Vegas or any Guarantor is the obligor on the Indebtedness, the Indebtedness is expressly subordinated in right of payment to the prior payment in full in cash of all Obligations with respect to the notes, in the case of the Wynn Las Vegas, or its guarantee under the Guarantee and Collateral Agreement to which it is a party, in the case of a Guarantor, except that no Indebtedness of Wynn Las Vegas or any Guarantor will be deemed to be contractually subordinated in right of payment to any other Indebtedness of Wynn Las Vegas or any such Guarantor solely by virtue of being unsecured;

(b) (i) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than a Guarantor or Wynn Las Vegas or a Restricted Subsidiary thereof, and (ii) any sale or other transfer of any such Indebtedness to a Person that is neither Wynn Las Vegas nor a Restricted Subsidiary thereof nor any Guarantor shall be deemed, in each case, to constitute an incurrence of such Indebtedness by Wynn Las Vegas, such Restricted Entity or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (4); and

(c) in the case of any Indebtedness incurred pursuant to clause (iv) above, such Indebtedness is permitted to be incurred as a Restricted Payment under the covenant captioned "—Restricted Payments," and, for purposes of such covenant, the obligee or payee on such Indebtedness shall be deemed to have a Restricted Payment on the date on which such Indebtedness is incurred in an amount equal to the principal amount of the Indebtedness incurred on such date (or, if less, the principal amount of such Indebtedness from time to time outstanding);

(5) the incurrence by Wynn Las Vegas, the Restricted Entities or any of their respective Restricted Subsidiaries of Hedging Obligations that are incurred for the purpose of fixing or hedging interest rate risk with respect to any floating rate Indebtedness that is permitted by the terms of the indenture to be outstanding;

(6) the incurrence by Wynn Las Vegas, the Restricted Entities or any of their respective Restricted Subsidiaries of Indebtedness solely in respect of performance, surety, appeal or similar bonds or standby letters of credit, so long as the aggregate amount of all such bonds and standby letters of credit is not greater than $20.0 million at any time outstanding;

(7)

the incurrence by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries of FF&E Financing or Indebtedness represented by Capital Lease Obligations, mortgage financings or purchase money obligations, including the FF&E Facility in each case, incurred for the purpose of financing all or part of the purchase price or cost of construction or improvement of property, plant or equipment used in the Project by Wynn Las Vegas or any of its Restricted Subsidiaries, so long as:

(a) the principal amount of such Indebtedness does not exceed the cost (including sales and excise taxes, installation and delivery charges and other direct costs of, and other direct expenses paid or charged in connection with, such purchase) of the FF&E or other assets purchased or leased with the proceeds thereof,

(b) unless such Indebtedness is unsecured or is incurred under the FF&E Facility, as in effect of the date of the indenture, not less than 70% of the aggregate fair market value of the purchase or lease costs of such FF&E or other assets is paid with the proceeds of Indebtedness incurred under this clause (7), and

(c) the aggregate principal amount of such Indebtedness, including all Permitted Refinancing Indebtedness incurred to refund, refinance or replace any Indebtedness incurred pursuant to this clause, does not exceed an amount outstanding at any time equal to the greater of:

(A) $188.5 million (or $198.5 million from and after the Aircraft Refinancing Date, so long as such additional $10.0 million of Indebtedness is used solely to repay Replacement Aircraft Indebtedness) *less* (i) the aggregate amount of all prepayments of principal made under the FF&E Facility, *less* (ii) permanent commitment reductions under the FF&E Facility resulting from the application of Asset Sale or Event of Loss proceeds, and

(B) $100.0 million,

(8) (i) the Guarantee by Wynn Las Vegas, any Restricted Entity or any of their Restricted Subsidiaries of Indebtedness of any other of Wynn Las Vegas and any of its Restricted Subsidiaries, (ii) the Guarantee by Valvino Lamore or Wynn Resorts Holdings of Indebtedness of Wynn Resorts Holdings or Valvino Lamore, or Wynn Las Vegas or any of its Restricted Subsidiaries, as the case may be, or (iii) the Guarantee by any Wynn Group Entity of Indebtedness of Wynn Las Vegas, any Restricted Entity, and any of their respective Restricted Subsidiaries, in each case, to the extent the Indebtedness to be Guaranteed is permitted to be incurred by such other entity by another provision of this covenant;

(9) the incurrence by Wynn Las Vegas or any of its Restricted Subsidiaries of Indebtedness in connection with the repurchase, redemption or other acquisition or retirement for value of Equity Interests of Wynn Resorts or any Restricted Entity permitted pursuant to the provisions of clause (6) of the covenant captioned "—Restricted Payments";

(10) the incurrence or issuance by Wynn Las Vegas' Unrestricted Subsidiaries of Non-Recourse Debt, except that if any such Indebtedness ceases to be Non-Recourse Debt of an Unrestricted Subsidiary (but continues to be Indebtedness of a Subsidiary of Wynn Las Vegas), such event will be deemed to constitute an incurrence of Indebtedness by a Restricted Subsidiary of Wynn Las Vegas that was not permitted by this clause (10);

(11) the incurrence by Wynn Las Vegas or any of its Restricted Subsidiaries of additional Indebtedness (so long as such Indebtedness is incurred under the Credit Agreement or through the issuance of additional notes under the indenture, or is unsecured Indebtedness) to be used to develop and construct an Entertainment Facility on land included in the Project (other than the Golf Course Land) in an aggregate principal amount (or original accreted value, as applicable) at any time not to exceed the lesser of (a) $50.0 million and (b) 200% of the Net New Equity Proceeds received by Wynn Las Vegas or any of its Restricted Subsidiaries since the date of the indenture and used to develop and construct such Entertainment Facility, *excluding* any Net New Equity Proceeds to the extent those proceeds are:

(a) utilized as a basis for incurring Indebtedness pursuant to clause (12) below,

(b) used to make Restricted Payments under clause (4)(b) of the second paragraph, or clause (2) or (3) of the third paragraph, of the covenant captioned "—Restricted Payments," or

(c) used to make Permitted Investments of the type permitted by clause (5) of the definition of Permitted Investments;

(12) the incurrence by Wynn Las Vegas or any of its Restricted Subsidiaries of additional Indebtedness (so long as such Indebtedness is incurred under the Credit Agreement or the FF&E Facility or through the issuance of additional notes under the indenture, or is unsecured Indebtedness) in an aggregate principal amount (or initial accreted value, as applicable) at any time outstanding incurred pursuant to this clause (12), not to exceed $50.0 million, so long as Indebtedness incurred pursuant to this clause (12) prior to the Completion Date is matched dollar for dollar, by additional Net New Equity Proceeds received by Wynn Las Vegas or any of its Restricted Subsidiaries since the date of the indenture, *excluding* any Net New Equity Proceeds to the extent those proceeds are:

(a) utilized as a basis for incurring Indebtedness pursuant to clause (11) above,

(b) used to make Restricted Payments under clause (4)(b) of the second paragraph, or clause (2) or (3) of the third paragraph, of the covenant captioned "—Restricted Payments," or

(c) used to make Permitted Investments of the type permitted by clause (5) of the definition of Permitted Investments;

(13) the accretion or amortization of original issue discount and the write-up of Indebtedness in accordance with GAAP purchase accounting; and

(14) the incurrence by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries on or prior to the Final Completion Date of Indebtedness represented by performance bonds, guaranties, trade letters of credit, bankers' acceptances or similar instruments issued by Person other than Wynn Resorts, any Restricted Entity or any of their respective Restricted Subsidiaries for the benefit of a trade creditor of any such Person, in an aggregate amount not to exceed $10.0 million at any time outstanding so long as:

(a) such Indebtedness is incurred in the ordinary course of business; and

(b) the obligations of Wynn Las Vegas, any Restricted Entity or the applicable Restricted Subsidiary, as the case may be, supported by such performance bonds, guaranties, trade letters of credit, bankers' acceptances or similar instruments (1) consist solely of payment obligations with respect to costs incurred in accordance with the Project Budget which would otherwise be permitted to be paid by the applicable entity pursuant to the Disbursement Agreement, (2) are secured, and (3) are secured solely by Liens permitted by clause (22) of the definition of "Permitted Liens."

Neither Wynn Las Vegas nor any Guarantor will incur any Indebtedness (including Permitted Debt) that is contractually subordinated in right of payment to any other Indebtedness of Wynn Las Vegas or such Guarantor unless such Indebtedness is also contractually subordinated (except for the priority of Permitted Liens and except as otherwise contemplated by the Intercreditor Agreements) in right of payment to the notes, in the case of Wynn Las Vegas, or the Guarantee contained in its Guarantee and Collateral Agreement, in the case of a Guarantor on substantially identical terms. No Indebtedness of Wynn Las Vegas or any Guarantor will be deemed to be contractually subordinated in right of payment to any other Indebtedness of Wynn Las Vegas or any such Guarantor solely by virtue of being unsecured.

For purposes of determining compliance with this "Incurrence of Indebtedness and Issuance of Preferred Equity" covenant, in the event that an item of proposed Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (13) above, or is entitled to be incurred pursuant to the first paragraph of this

covenant, the Issuers will be permitted to classify such item of Indebtedness on the date of its incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this covenant.

Liens

Wynn Las Vegas and the Restricted Entities will not, and will not permit any of their respective Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind on any asset now owned or hereafter acquired, or any proceeds, income or profits therefrom or assign or convey any right to receive income therefrom, except Permitted Liens.

Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries of Wynn Las Vegas

Wynn Las Vegas and the Restricted Entities will not, and will not permit any of their respective Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any of Wynn Las Vegas' Restricted Subsidiaries to:

(1) pay dividends or make any other distributions on its capital stock to Wynn Las Vegas, or with respect to any other interest or participation in, or measured by, its profits, or pay any indebtedness owed to Wynn Las Vegas;

(2) make loans or advances to Wynn Las Vegas or any of its Restricted Subsidiaries; or

(3) transfer any of its properties or assets to Wynn Las Vegas or any of its Restricted Subsidiaries.

However, the preceding restrictions will not apply to encumbrances or restrictions existing under or by reason of:

(1) the notes, the indenture or the Collateral Documents;

(2) applicable law, including rules, regulations and orders issued by any Gaming Authority;

(3) customary non-assignment provisions in contracts, licenses or leases entered into in the ordinary course of business and consistent with practices that are customary in the gaming, lodging or entertainment industry;

(4) the Credit Agreement and the FF&E Facility as in effect on the date of the indenture and any other Indebtedness permitted to be incurred by the indenture and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of those agreements, so long as the applicable provisions of amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements, refinancings or agreements governing other Indebtedness are no more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in the Credit Agreement and the FF&E Facility, in each case as in effect on the date of the indenture;

(5)

the acquisition of the capital stock of any Person, or property or assets of any Person by Wynn Las Vegas or any of its Restricted Subsidiaries, if the encumbrances or restrictions (a) existed at the time of the acquisition and were not incurred in contemplation thereof and (b) are not applicable to and are not spread to cover any Person or the property or assets of any Person other than the Person acquired or the property or assets of the Person acquired;

(6) purchase money obligations or Capital Lease Obligations for FF&E acquired under the FF&E Facility and other Indebtedness permitted under clause (7) of the covenant captioned "—Incurrence of Indebtedness and Issuance of Preferred Equity" that impose restrictions of the type described in clause (3) of the first paragraph of this covenant on the FF&E so acquired;

(7) any agreement for the sale or other disposition of a Restricted Subsidiary permitted hereby that restricts distributions by that Restricted Subsidiary pending its sale or other disposition;

(8) Liens permitted to be incurred under the provisions of the covenant described above under the caption "—Liens," securing Indebtedness otherwise permitted to be incurred under the covenant described above under the caption "—Incurrence of Indebtedness and Issuance of Preferred Equity," that limit the right of the debtor to dispose of the assets subject to such Liens; or

(9) customary provisions with respect to the disposition or distribution of assets or property in partnership or joint venture agreements, asset sale agreements, stock sale agreements and other similar agreements entered into in the ordinary course of business.

Merger, Consolidation or Sale of Assets

No Issuer or Guarantor may, directly or indirectly, (1) consolidate or merge with or into another Person (whether or not the Issuer or the Guarantor is the surviving entity) or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of (a) Wynn Las Vegas, the Restricted Entities and their respective Restricted Subsidiaries, taken as a whole, (b) Wynn Las Vegas and its Restricted Subsidiaries, taken as a whole, or (c) in the case of a Guarantor, that Guarantor, in one or more related transactions, to another Person, unless:

(1) either (a) such Issuer or Guarantor is the surviving entity or (b) the Person formed by or surviving any such consolidation or merger (if other than such Issuer or Guarantor) or to which such sale, assignment, transfer, conveyance or other disposition shall have been made is a corporation organized or existing under the laws of the United States, any state of the United States or the District of Columbia;

(2) the Person formed by or surviving any such consolidation or merger (if other than such Issuer or Guarantor) or the Person to which such sale, assignment, transfer, conveyance or other disposition shall have been made assumes all the obligations of such Issuer or Guarantor under the notes, the indenture, the Guarantees and the Collateral Documents pursuant to agreements reasonably satisfactory to the trustee; however, this clause (2) shall not apply to any merger, consolidation, sale, assignment, transfer, conveyance or other disposition of assets of a Guarantor with, into or to Wynn Las Vegas, so long as, in the case of any consolidation or merger, Wynn Las Vegas is the survivor of such consolidation or merger;

(3) immediately after such transaction, no Default or Event of Default exists;

(4) such transaction would not result in the loss or suspension or material impairment of any Gaming License unless a comparable replacement Gaming License is effective at no material cost prior to or simultaneously with such loss, suspension or material impairment;

(5) such Issuer or Guarantor or the Person formed by or surviving any such consolidation or merger (if other than such Issuer) or to which such sale, assignment, transfer, conveyance or other disposition shall have been made will have Consolidated Net Worth immediately after the transaction equal to or greater than the Consolidated Net Worth of such Issuer or Guarantor immediately preceding the transaction (excluding the effect of the related professional fees, commissions, sales and other taxes, and other transactional costs that would otherwise reduce Consolidated Net Worth);

(6) (i) in the case of a consolidation or merger of such Issuer, such Issuer or the Person formed by or surviving any such consolidation or merger (if other than such Issuer) or to which such sale, assignment, transfer, conveyance or other disposition shall have been made will, or (ii) in the case of a consolidation or merger of a Guarantor that is a Restricted Subsidiary of Wynn Las Vegas or the sale, assignment, transfer, conveyance or other disposition of the property or assets of such Guarantor, the Issuers will, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in the first paragraph of the covenant described above under the caption "—Incurrence of Indebtedness and Issuance of Preferred Equity," and

(7) such transaction, at the time it is undertaken, would not require any holder or beneficial owner of notes to obtain a Gaming License or be qualified or found suitable under the law of any applicable gaming jurisdiction; *provided* that such holder or beneficial owner would not have been required to obtain a Gaming License or be qualified or found suitable under the laws of any applicable gaming jurisdiction in the absence of such transaction.

Notwithstanding the foregoing, a Guarantor may consolidate or merge with or into another Guarantor, or sell, assign, transfer, convey or otherwise dispose of all or substantially all of its properties or assets to another Guarantor, so long as (1) the conditions in clauses (3), (4) and (7) of the preceding paragraph are satisfied, and (2) such Guarantor or the Person formed by or surviving any such consolidation or merger, or the Guarantor to which such sale, assignment, transfer, conveyance or other disposition shall have been made, as the case may be, is Solvent.

In addition, no Issuer or Guarantor may, directly or indirectly, lease all or substantially all of its properties or assets, in one or more related transactions, to any other Person. This "Merger, Consolidation or Sale of Assets" covenant will not apply to a sale, assignment, transfer, conveyance or other disposition of assets (excluding any sale, assignment, transfer, conveyance or disposition of assets that would otherwise be subject to this covenant from a Person that is a Guarantor to a Person, other than Wynn Las Vegas, that is not a Guarantor):

(1) to Wynn Las Vegas and/or its Restricted Subsidiaries,

(2) between Wynn Resorts Holdings and Valvino Lamore, excluding a transfer of any or all of the Golf Course Land, unless such Golf Course Land is then a Released Asset,

(3) by (i) any Restricted Entity or any Restricted Subsidiary of a Restricted Entity, that, in each case, is not a Guarantor to (ii) any Restricted Entity or any Restricted Subsidiary of a Restricted Entity that, in each case, is a Guarantor, or

(4) by any Wynn Group Entity to any Restricted Entity.

For purposes of this covenant, a sale of properties or assets by a Guarantor shall not constitute a sale of "substantially all of the properties or assets" of that Guarantor if, following that sale, the Guarantor owns or holds (1) any of the Water Rights for the Project (excluding Water Rights that are then Released Assets) or (2) any of the Phase II Land or the Golf Course Land, (excluding any such land that is then a Released Asset).

Notwithstanding the foregoing, Wynn Las Vegas and each Guarantor is permitted to reorganize as a corporation pursuant to a Permitted C-Corp. Conversion.

Designation of Restricted and Unrestricted Subsidiaries

The board of directors of Wynn Las Vegas may designate any Restricted Subsidiary, other than Wynn Capital, to be an Unrestricted Subsidiary of Wynn Las Vegas if that designation would not cause a Default or an Event of Default. If a Restricted Subsidiary of Wynn Las Vegas is designated as an Unrestricted Subsidiary, the aggregate fair market value of all outstanding Investments owned by Wynn Las Vegas and its Restricted Subsidiaries in the Subsidiary properly designated will be deemed to be an Investment made in an Unrestricted Subsidiary as of the time of the designation and will reduce the amount available for Restricted Payments under the covenant described above under the caption "—Restricted Payments" or Permitted Investments, as determined by Wynn Las Vegas. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary of Wynn Las Vegas otherwise meets the definition of an Unrestricted Subsidiary. The board of directors of Wynn Las Vegas may redesignate any Unrestricted Subsidiary of Wynn Las Vegas to be a Restricted Subsidiary of Wynn Las Vegas if the redesignation would not cause a Default or an Event of Default.

None of the Restricted Entities and their Subsidiaries (other than Wynn Las Vegas and its Subsidiaries and Desert Inn Water Company) is permitted to have Unrestricted Subsidiaries. As a result, all future Subsidiaries of the Restricted Entities (other than Wynn Las Vegas and its Subsidiaries and Desert Inn Improvement Co.) will be Restricted Subsidiaries and subject to the restrictive covenants contained in the indenture.

Transactions with Affiliates

Wynn Las Vegas and the Restricted Entities will not, and will not permit any of their respective Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each, an "Affiliate Transaction") unless:

(1) the Affiliate Transaction is on terms that are no less favorable to the relevant entity than those that would have been obtained in a comparable transaction by such entity with an unrelated Person;

(2) Wynn Las Vegas or the applicable Restricted Entity or Restricted Subsidiary, as the case may be delivers to the trustee:

(a) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $5.0 million, a resolution of the board of directors of the applicable entity set forth in an officers' certificate certifying that such Affiliate Transaction complies with this covenant and that such Affiliate Transaction has been approved by a majority of the Independent Directors of the applicable entity; and

(b) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $10.0 million (or $25.0 million, with respect to Qualified Intercompany Agreements), an opinion as to the fairness to the applicable entity of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing prior to the consummation of such Affiliate Transaction; and

(3) in the case of any Affiliate Transaction involving the use of the Existing Aircraft or the Replacement Aircraft (in each case, if such aircraft is owned by Wynn Las Vegas, any Restricted Entity or any Restricted Subsidiary) for any purpose not reasonably related to the Project or the Permitted Businesses of Wynn Las Vegas or the applicable Restricted Entity or Restricted Subsidiary relating to or in connection with the Project, Wynn Las Vegas or the applicable Restricted Entity or Restricted Subsidiary, as the case may be, is reimbursed promptly for actual costs and expenses incurred by such Person in connection with such use.

The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of the prior paragraph:

(1) the Wynn Employment Agreement or any other employment agreement entered into by Wynn Las Vegas, any Restricted Entity or any of their Restricted Subsidiaries with any Person (other than the Principal) in the ordinary course of business on terms customary in the applicable Permitted Business in which it operates;

(2) the payment of reasonable directors' fees to directors of Wynn Resorts, Wynn Capital or any Guarantor, and customary indemnification and insurance arrangements in favor of such directors, in each case in the ordinary course of business;

(3) transactions:

(a) between or among Wynn Las Vegas and/or its Restricted Subsidiaries,

(b) between Valvino Lamore and Wynn Resorts Holdings, other than any transaction involving a transfer of any or all of the Golf Course Land to Valvino Lamore, unless such Golf Course Land is then a Released Asset, or

(c) between or among any of the Wynn Group Entities, or by any Wynn Group Entity as a contribution to Wynn Las Vegas, any Restricted Entity or any of their Restricted Subsidiaries,

(4) the Water Rights Transfer,

(5) Restricted Payments that are permitted by the provisions of the indenture described above under the caption "—Restricted Payments";

(6) subleases by Wynn Las Vegas to one or more of its Affiliates of space at the building located on the Phase II Land at below market rent, to the extent permitted under the Collateral Documents;

(7) leases by Wynn Las Vegas to one or more of its Affiliates of space at the Project, at below market rent, for the development and operation of a Ferrari and Maserati automobile dealership pursuant to the Dealership Lease Agreement, to the extent permitted under the Collateral Documents; and

(8) the Affiliate Agreements, in each case as in effect on the date of the indenture or as amended, modified or supplemented as permitted under the covenant captioned "—Amendments to Certain Agreements."

Construction

Wynn Las Vegas and the Restricted Entities will, and will cause each of their respective Restricted Subsidiaries to, construct the Project, including the furnishing, fixturing and equipping of the Project, with diligence and continuity in a good and workmanlike manner substantially in accordance with the Plans and Specifications.

Limitations on Use of Proceeds

Wynn Las Vegas will deposit all of the net proceeds of the offering of the notes into the Secured Account. The funds in the Secured Account will be invested solely in Permitted Securities. All funds in the Secured Account will be disbursed only in accordance with the Secured Account Agreement and the Disbursement Agreement.

Limitation on Status as Investment Company

The Issuers and Guarantors will not be or become required to register as an "investment company" (as that term is defined in the Investment Company Act of 1940, as amended), or otherwise become subject to regulation under the Investment Company Act of 1940.

Sale and Leaseback Transactions

Wynn Las Vegas and the Restricted Entities will not, and will not permit any of their respective Restricted Subsidiaries to, enter into any sale and leaseback transaction (except with respect to the FF&E Collateral or the Aircraft Assets so long as, and to the extent that, such FF&E Collateral or Aircraft Assets, as the case may be, are not Collateral), unless:

(1) Wynn Las Vegas could have (a) incurred Indebtedness in an amount equal to the Attributable Debt relating to that sale and leaseback transaction under the Fixed Charge Coverage Ratio test in the first paragraph of the covenant described above under the caption "—Incurrence of Additional Indebtedness and Issuance of Preferred Equity" and (b) incurred a Lien to secure Indebtedness in an amount equal to the Attributable Debt pursuant to the covenant described above under the caption "—Liens";

(2) the gross cash proceeds of that sale and leaseback transaction are at least equal to the fair market value, as determined in good faith by the board of directors of Wynn Las Vegas, that Restricted Entity or that Restricted Subsidiary, as the case may be, and set forth in an officers' certificate delivered to the trustee, of the property that is the subject of that sale and leaseback transaction; and

(3) the transfer of assets in that sale and leaseback transaction is permitted by, and Wynn Las Vegas, such Restricted Entity or such Restricted Subsidiary applies the proceeds of such

transaction in compliance with, the covenant described above under the caption "—Repurchase at the Option of Holders—Asset Sales."

Line of Business

Wynn Las Vegas and the Restricted Entities will not, and will not permit any of their respective Restricted Subsidiaries to, engage in any business or investment activities other than the Permitted Business. Wynn Las Vegas and the Restricted Entities will not, and will not permit any of their respective Subsidiaries to, conduct a Permitted Business in any gaming jurisdiction in which such entity is not licensed on the date of the indenture if the holders of the notes would be required to be licensed as a result thereof, except that this sentence will not prohibit any entity from conducting a Permitted Business in any jurisdiction that does not require the licensing or qualification of all the holders of notes, but reserves the discretionary right to require the licensing or qualification of any holders of notes.

Limitation on Development of Phase II Land

Wynn Las Vegas and the Restricted Entities will not, and will not permit any of their respective Subsidiaries to, at any time prior to the date on which the security interests in the Phase II Land are released in accordance with the covenant captioned "—Release of Security Interests":

(1) develop or improve in any material respect or at any material cost the Phase II Land or construct any improvements or any building on the Phase II Land, including any excavation or site work on the Phase II Land,

(2) enter into any contract or agreement for such construction, development or improvement, or for any materials, supplies or labor necessary in connection with such construction, development or improvement (other than a contract or agreement that is conditional upon the release of the noteholders' security interests in the Phase II Land), or

(3) incur any Indebtedness, the proceeds of which are expected to be used, or are used, for the construction, development or improvement of the Phase II Land or any building on the Phase II Land.

Notwithstanding anything herein or above, Wynn Las Vegas, the Restricted Entities and their respective subsidiaries may:

(1) excavate, refurbish, improve or otherwise develop the Phase II Land as contemplated in the Plans and Specifications and the Project Budget,

(2) maintain and repair the Phase II Land and the improvements thereon,

(3) remodel or reconfigure the improvements on the Phase II Land to provide for an employment center, office space and associated amenities, gallery space or design support for the Project,

(4) use or operate the Phase II Land, including the improvements thereon, for the temporary operation of a full-service Ferrari and Maserati automobile dealership,

(5) design, develop, construct, own and operate the Entertainment Facility and associated amenities on the Phase II Land,

(6) in the event of loss or damage to the Phase II Land or the improvements thereon, rebuild or repair the Phase II Land and the improvements thereon to the extent permitted by the provisions described above under the caption "Repurchase at the Option of the Holders—Events of Loss," or

(7) undertake Government Transfers and have Permitted Liens of the type described in clause (12) of the definition of "Permitted Liens."

Limitation on Development of Golf Course Land

Wynn Las Vegas and the Restricted Entities will not, and will not permit any of their respective Subsidiaries to, at any time prior to the date on which the security interests in all of the Golf Course Land are released in accordance with the covenant entitled "—Release of Security Interests":

(1) develop or improve in any material respect or at any material cost the Golf Course Land or construct any improvements or any building on the Golf Course Land, including any excavation or site work on the Golf Course Land,

(2) enter into any contract or agreement for such construction, development or improvement or for any materials, supplies or labor necessary in connection with such construction, development or improvement (other than a contract or agreement that is conditional upon the release of the noteholders' security interests in the Golf Course Land), or

(3) incur any Indebtedness, the proceeds of which are expected to be used, or are used, for the construction, development or improvement of the Golf Course Land.

Notwithstanding anything herein or above, Wynn Las Vegas, the Restricted Entities and their respective Restricted Subsidiaries may:

(1) develop and construct the 18-hole championship golf course as contemplated by the Golf Course Lease and the Plans and Specifications prior to the Final Completion Date,

(2) maintain or repair such golf course on the Golf Course Land,

(3) make improvements to such golf course that enhance its use as a golf course for the benefit of the Project,

(4) reconfigure certain portions of the golf course in connection with the release of portions of the Golf Course Land in accordance with the provisions set forth under "Security Interests—Release of Golf Course Land and Phase II Land —Release of Portions of Golf Course Land" and "—Release of Homesite Acreage,"

(5) in the event of loss or damage to the Phase II Land or the improvements thereon, rebuild or repair the Phase II Land and the improvements thereon to the extent permitted by the provisions described above under the caption "Repurchase at the Option of the Holders—Events of Loss,"

(6) construct, develop or improve the Golf Course Land for the purpose of constructing the Project as contemplated by the Plans and Specifications or the Disbursement Agreement,

(7) undertake Government Transfers, and

(8) have Permitted Liens of the type described in clause (12) of the definition of Permitted Liens.

Restrictions on Payments of Management Fees

Wynn Las Vegas and the Restricted Entities will not, and will not permit any of their respective Restricted Subsidiaries to, directly or indirectly:

(1) pay Management Fees:

(a) to the extent such payment would cause the Consolidated Leverage Ratio of the Issuers and their Restricted Subsidiaries for the most recently ended four full fiscal quarters of Wynn Las Vegas for which internal financial statements are available immediately preceding the date on which such Management Fee is proposed to be paid to be greater than 3.5 to 1.0 (calculated on a pro forma basis, giving effect to the payment of the Management Fees proposed to be paid and any indebtedness proposed to be incurred to finance the payment of such Management Fees); or

(b) if at the time of payment of such Management Fees, a Default or an Event of Default has occurred and is continuing or will occur as a result thereof; or

(2) prepay any Management Fees.

Any Management Fees not permitted to be paid during a particular 12-month period pursuant to this covenant will be deferred and will accrue. Such accrued and unpaid Management Fees may be paid in any subsequent 12-month period to the extent such payment would be permitted under this covenant and the Management Fees Subordination Agreement.

Under the Management Fees Subordination Agreement, the right to receive payment of the Management Fees will be subordinated in right of payment to the right of the holders of notes to receive payments pursuant to the notes and the Guarantees. Under this agreement, Management Fees will be payable semi-annually in arrears on the tenth Business Day following the date on which interest payments are payable on the notes. Management Fees may be paid only if, among other things, the interest payable on the notes through the applicable interest payment date and the interest payable on the loans under the Credit Agreement through such interest payment date has been paid in full.

Advances to Guarantors

All advances to Guarantors made by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries after the date of the indenture will be unsecured, will be evidenced by intercompany notes and will be pledged pursuant to the Collateral Documents. Each intercompany note will be payable upon demand and will bear interest at then current fair market interests rates.

Limitation on Issuances and Sales of Equity Interests in Wholly Owned Subsidiaries

The Restricted Entities will cause each of their respective Restricted Subsidiaries to be Wholly Owned Subsidiaries of the Restricted Entities. The Issuers will cause each of their respective Restricted Subsidiaries to be Wholly Owned Subsidiaries of the Issuers.

Wynn Las Vegas and the Restricted Entities will not, and will not permit any of their respective Restricted Subsidiaries to, transfer, convey, sell, lease or otherwise dispose of any Equity Interests in any of their respective Wholly Owned Restricted Subsidiaries or any Restricted Entity to any Person (other than Wynn Las Vegas, a Restricted Entity, or any of

Wynn Las Vegas' or any Restricted Entity's Wholly Owned Subsidiaries that is a Guarantor), unless:

(1) such transfer, conveyance, sale, lease or other disposition is of all the Equity Interests in such entity; and

(2) the cash Net Proceeds from such transfer, conveyance, sale, lease or other disposition are applied in accordance with the covenant described above under the caption "—Repurchase at the Option of Holders—Asset Sales."

In addition, Wynn Las Vegas and the Restricted Entities (other than Valvino Lamore) will not, and will not permit any of their respective Restricted Subsidiaries to, issue any of their respective Equity Interests (other than, if necessary, shares of their respective capital stock constituting directors' qualifying shares) to any Person other than to Wynn Las Vegas, a Restricted Entity or any of their respective Wholly Owned Restricted Subsidiaries that is a Guarantor.

Limitations on Issuances of Guarantees of, or Security Interests to Secure, Indebtedness

Wynn Las Vegas and the Restricted Entities will not, and will not permit any of their respective Restricted Subsidiaries to, directly or indirectly, Guarantee or pledge any assets to secure the payment and/or performance of any Indebtedness of Wynn Resorts unless (1) such Guarantee or pledge is otherwise permitted under the covenants captioned "—Incurrence of Indebtedness and Issuance of Preferred Equity" and "—Liens" and (2) each applicable entity simultaneously executes and delivers:

(1) to the extent not previously provided, a Guarantee of the payment of the notes by such entity, which Guarantee will be senior to or *pari passu* with such entity's Guarantee of such other Indebtedness; and

(2) such Collateral Documents, if any, as shall be necessary to grant a security interest securing the notes in favor of the trustee in the assets in which such entity has granted a security interest to secure the payment and/or performance of such other Indebtedness, which security interest will be senior to or *pari passu* with the security interest granted by such entity to secure such other Indebtedness.

Notwithstanding the preceding paragraph, any Guarantee of the notes will provide by its terms that it will be automatically and unconditionally released and discharged under the circumstances described above under the caption "—Guarantees—Release of Guarantees."

Amendments to Certain Agreements

On or prior to the Final Completion Date, except as contemplated by the Disbursement Agreement, Wynn Las Vegas and the Restricted Entities will not, and will not permit any of their respective Restricted Subsidiaries to, amend, modify, waive or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, or otherwise fail to enforce, or terminate or abandon, any of the provisions of any Affiliate Agreement, the Construction Contract, the Construction Contract Guarantee, the Design/Build Contract, the Golf Course Construction Contract, the Golf Course Design Services Agreement or any Payment and Performance Bond, in each case if such amendment, modification, waiver or other change, failure to enforce, termination or abandonment (individually or collectively with all such amendments, modifications, waivers and other changes, failures to enforce, terminations or abandonments taken as a whole) would (1) have a material adverse affect on the ability of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted

Subsidiaries to develop, construct or operate the Project or (2) cause the Completion Date to occur or result in that date occurring after the Outside Completion Deadline.

Following the Final Completion Date, Wynn Las Vegas and the Restricted Entities will not, and will not permit any of their respective Restricted Subsidiaries to, amend, modify, waive or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, or otherwise fail to enforce, or terminate or abandon, any of the provisions of any Affiliate Agreement if such amendment, modification, waiver or other change, failure to enforce, termination or abandonment (individually or collectively with all such amendments, modifications, waivers and other changes, failures to enforce, terminations or abandonments taken as a whole) would:

(1) increase the amounts payable to Persons other than Wynn Las Vegas and its Restricted Subsidiaries thereunder by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries,

(2) change the dates on which such amounts are to be paid to dates earlier than those set forth in such agreement, as in effect on the date of the indenture,

(3) reduce the services provided thereunder to Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries unless accompanied by a corresponding decrease in the amounts payable by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries thereunder,

(4) materially impair the rights or remedies of the holders of the notes thereunder or under the indenture or the Collateral Documents, or

(5) materially impair the development, use or operation of the Project.

Amendments to Limited Liability Company Agreements and Charter Documents

Wynn Las Vegas and the Restricted Entities will not, and will not permit any of their respective Restricted Subsidiaries to:

(1) dissolve,

(2) with respect to any entity that is a limited liability company, amend, modify or otherwise change, its limited liability company agreement or other charter documents, or otherwise permit any such agreement or document, to provide that the death, retirement, resignation, expulsion, bankruptcy, dissolution or dissociation of a member of that limited liability company or any other event affecting a member of that limited liability company either terminates the status of that Person as a member of the limited liability company or causes the limited liability company to be dissolved or its affairs wound up, or

(3) amend, modify or otherwise change the provisions of Article VII of its limited liability company agreement relating to conduct, or any comparable provisions contained in its other charter documents, or fail to include provisions corresponding to those contained in Article VII of the limited liability company agreement of Valvino Lamore, as in effect on the date of the indenture, in the limited liability company agreement or other applicable charter documents of any future Restricted Subsidiary.

Insurance

Wynn Las Vegas and the Restricted Entities will, and will cause their respective Restricted Subsidiaries to, maintain insurance with reputable and financially sound carriers against such risks and in such amounts as are customarily carried by similarly situated businesses,

including, without limitation, property and casualty insurance, so long as such insurance coverage (including deductibles, retentions and self-insurance amounts) at all times complies with the insurance coverage required under the Disbursement Agreement.

Additional Collateral; Formation or Acquisition of Restricted Subsidiaries, Designation of Unrestricted Subsidiaries as Restricted Subsidiaries or Permitted C-Corp. Conversion

Concurrently with (1) the formation or acquisition of any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity that, in either case, becomes or is required under the Credit Agreement to become a Guarantor of any of the obligations under the Credit Agreement, (2) the designation of an Unrestricted Subsidiary of Wynn Las Vegas as a Restricted Subsidiary, or (3) the reorganization by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries as a subchapter "C" corporation in a Permitted C-Corp. Conversion, Wynn Las Vegas and the Restricted Entities shall, to the extent not prohibited by Gaming Authorities or applicable Gaming Laws and subject to the Intercreditor Agreements:

(1)

(a) cause such Restricted Subsidiary or subchapter "C" corporation (if such subchapter "C" corporation is not an Issuer) to guarantee all obligations of the Issuers under the indenture and the notes by executing and delivering to the trustee an assumption agreement in the form of Annex 1 to the applicable Guarantee and Collateral Agreement; or

(b) if such subchapter "C" corporation is an Issuer, cause such subchapter "C" corporation to execute and deliver to the trustee (i) a supplemental indenture, (ii) an assumption agreement unconditionally and irrevocably assuming all of the right, title and interest of the Issuer that was so reorganized as a subchapter "C" corporation in, to and under the indenture and the notes, and (iii) replacement notes for the notes previously issued by the Issuer that was so reorganized as a subchapter "C" corporation to be issued to the holders upon request and the concurrent return by such holders of the notes previously issued to them by the Issuer that was so reorganized as a "C" corporation;

(2) cause such Restricted Subsidiary or subchapter "C" corporation to execute and deliver to the trustee, (a) an assumption agreement in the form of Annex 1 to the applicable Guarantee and Collateral Agreement (under which such Restricted Subsidiary or subchapter "C" corporation will grant a security interest to the trustee in those of its assets described in the Guarantee and Collateral Agreement), and (b) such Uniform Commercial Code financing statements as are necessary to perfect the trustee's security interest in such assets;

(3) in the event such Restricted Subsidiary or subchapter "C" corporation owns real property that (i) is contiguous to any real property included in the Collateral (other than a Golf Course Home) or (ii) has a fair market value in excess of $5.0 million in the aggregate or $2.5 million individually, cause such Restricted Subsidiary or subchapter "C" corporation to execute and deliver to the trustee:

(a) a deed of trust, substantially in the form of the Deeds of Trust (with such modifications as are necessary to comply with applicable law) (under which such Restricted Subsidiary or

subchapter "C" corporation will grant a security interest to the trustee in such real property and any related fixtures);

(b) in the case of any such Restricted Subsidiary, title and extended coverage insurance covering such real property in an amount at least equal to the purchase price of such real property; and

(c) in the case of any such subchapter "C" corporation, an agreement executed and delivered by the title company that issued the title and extended coverage insurance covering the real property owned by such subchapter "C" corporation naming such subchapter "C" corporation as an additional insured under such insurance;

(4) promptly pledge, or cause to be pledged, to the trustee (i) all of the outstanding capital stock of such entity or subchapter "C" corporation owned by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries and (ii) all of the outstanding capital stock owned by such Restricted Subsidiary or subchapter "C" corporation, to secure Wynn Las Vegas' obligations under the indenture and the notes or such Restricted Subsidiary's Guarantee obligations under the applicable Collateral and Security Agreement, as the case may be;

(5) promptly take, and cause such Restricted Subsidiary or subchapter "C" corporation and each other Restricted Subsidiary to take all action necessary or, in the opinion of the trustee, desirable to perfect and protect the security interests intended to be created by the Collateral Documents, as modified under this paragraph; and

(6) promptly deliver to the trustee such opinions of counsel, if any, as the trustee may reasonably require with respect to the foregoing (including opinions as to enforceability and perfection of security interests).

Additional Collateral; Acquisition of Assets or Property

Concurrently with the acquisition by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries of any assets or property (other than a Subsidiary of either Wynn Las Vegas or any Restricted Entity), to the extent not prohibited by Gaming Authorities or applicable Gaming Laws and subject to the Intercreditor Agreements, Wynn Las Vegas and the Restricted Entities will, and will cause their respective Restricted Subsidiaries to, cause the applicable entity to:

(1) in the case of the acquisition of personal property with an aggregate fair market value in excess of $50,000 (other than FF&E Collateral and Aircraft Assets) for all such acquired personal property, execute and deliver to the trustee such Uniform Commercial Code financing statements, if any, as are necessary or, in the opinion of the trustee, desirable to perfect and protect the trustee's security interest in such assets or property;

(2) in the case of the acquisition of real property, that (i) is contiguous to any real property included in the Collateral (other than a Golf Course Home) or (ii) has a fair market value in excess of $5.0 million in the aggregate or $2.5 million individually, execute and deliver to the trustee:

(a) a deed of trust, substantially in the form of the Deeds of Trust (with such modifications as are necessary to comply with applicable law) (under which Wynn Las Vegas, such Restricted Entity or such Restricted Subsidiary will grant a security interest to the trustee in such real property and any related fixtures), and

(b) title and extended coverage insurance covering such real property in an amount at least equal to the purchase price of such real property; and

(3) in the case of the acquisition of personal property (other than personal property in which the trustee has a perfected security interest (subject only to Permitted Liens)) or real property subject to clauses (1) and (2) above, as applicable, promptly deliver to the trustee such opinions of counsel, if any, as the trustee may reasonably require with

respect to the foregoing (including opinions as to enforceability and perfection of security interests).

Further Assurances

Wynn Las Vegas and the Restricted Entities will, and will cause their respective Restricted Subsidiaries to, execute and deliver such additional instruments, certificates or documents, and take all such actions as may be reasonably required from time to time in order to:

(1) carry out more effectively the purposes of the Collateral Documents;

(2) create, grant, perfect and maintain the validity, effectiveness, perfection and priority of any of the Collateral Documents and the Liens created, or intended to be created, by the Collateral Documents; and

(3) ensure that any of the rights granted or intended to be granted to the trustee or any holder under the Collateral Documents or under any other instrument executed in connection therewith or granted to Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries under the Collateral Documents or under any other instrument executed in connection therewith are protected and enforced.

Upon the exercise by the trustee or any holder of any power, right, privilege or remedy under the indenture or any of the Collateral Documents which requires any consent, approval, recording, qualification or authorization of any governmental authority (including the Nevada PUC or any Gaming Authority), Wynn Las Vegas and the Restricted Entities will, and will cause their respective Restricted Subsidiaries to, execute and deliver all applications, certifications, instruments and other documents and papers that may be required from Wynn Resorts, Wynn Las Vegas, any Restricted Entity or any of Wynn Las Vegas' or any Restricted Entity's Restricted Subsidiaries for such governmental consent, approval, recording, qualification or authorization.

Nevada PUC Approvals

Wynn Las Vegas and the Restricted Entities will, and will cause each of their respective Restricted Subsidiaries and Desert Inn Improvement Co. to:

(1) use their commercially reasonable efforts to amend the DIIC Casino Water Permit in accordance with all applicable requirements of law so that the designated place of use for water available for draw under such permit includes the Le Rêve casino's water features to the extent such water is necessary to operate the Le Rêve casino water features as contemplated on the date of the indenture,

(2) use their commercially reasonable efforts to amend the DIIC Watch Permits (other than the DIIC Casino Watch Permit, if necessary) in accordance with all applicable requirements of law so that the designated place of use for water available for draw under such permits includes the golf course land;

(3) use their commercially reasonable efforts to effect the DIIC Water Transfer;

(4) unless the DIIC Water Transfer is effected prior thereto, use their commercially reasonable efforts to obtain the approval of the Nevada PUC to the execution and delivery to the trustee of a mortgage securing the notes and covering the Water Utility Land and the DIIC Water Permits, substantially in the form of the Deeds of Trust executed and delivered on the date of the indenture, to be entered into by Desert Inn Improvement Co. in favor of the trustee for the benefit of the Holders, subject to any limitations imposed by the Nevada PUC;

(5) upon obtaining such approval, execute and deliver such mortgage; and

(6) upon effectuating the DIIC Water Transfer or executing the mortgage order clause (4) of this covenant, take such other actions as may be reasonably required from time to time to create, grant, perfect and maintain the validity, effectiveness, perfection and priority of the trustee's security interest in the assets and property transferred pursuant to the DIIC Water Transfer or clause (4) of this covenant, subject to any limitations imposed by the Nevada PUC,

Payments for Consent

Wynn Las Vegas and the Restricted Entities will not, and will not permit any of their respective Restricted Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any holder of notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the indenture, the notes or the Collateral Documents unless such consideration is offered to be paid and is paid to all holders of notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

Restrictions on Incurrence of Indebtedness and Guarantees by Wynn Resorts

Under the terms of the Wynn Resorts Agreement, Wynn Resorts will agree that it will not:

(1) incur Indebtedness in excess of $10.0 million in the aggregate (other than Project Related Indebtedness, Gaming Redemption Indebtedness or Replacement Aircraft Indebtedness) or guarantee the Indebtedness of any of its Affiliates (other than a guarantee of the Floor Plan Financing or Replacement Aircraft Indebtedness), unless:

(a) Wynn Resorts concurrently becomes the Parent Guarantor of the notes, and

(b)

Wynn Resorts' Parent Guarantee of the notes ranks senior to or is *pari passu* with the obligations of Wynn Resorts under the Indebtedness or the guarantee by Wynn Resorts of the Affiliate's Indebtedness, or

(2) grant any security interests in any of its assets or properties (other than a security interest in favor of the trustee for the benefit of the noteholders and security interests granted in Excluded Project Assets or assets or properties that individually and in the aggregate have a fair market value of less than $10.0 million) in favor of any Person to secure (i) any Indebtedness of any of its Affiliates, (ii) any Guarantee by Wynn Resorts of Indebtedness of any of its Affiliates, or (iii) any Indebtedness incurred by Wynn Resorts, unless:

(a) Wynn Resorts concurrently grants a security interest in those assets or properties in favor of the trustee to secure the guarantee given by Wynn Resorts under clause (1) above or, if no such guarantee has been given, to secure the notes, and

(b) the security interest described in clause (a) above ranks senior to or is *pari passu* with the security interest granted by Wynn Resorts in respect of its Indebtedness, the Affiliate's Indebtedness or its guarantee of the Affiliate's Indebtedness, as the case may be.

However, the restrictions contained in clauses (1) and (2) of the immediately preceding paragraph will cease to apply to Wynn Resorts and any Parent Guarantee or Parent Security Agreement will be automatically released, at such time as either:

(1) (a) the Completion Date has occurred,

(b) no Default or Event of Default exists or is continuing immediately prior to or after giving effect to such release,

(c) both immediately prior to such release and after giving pro forma effect to such release (as if, for purposes of calculating the Consolidated Leverage Ratio, such release had been made at the beginning of the applicable four-quarter period):

(i) the Consolidated Leverage Ratio of the Issuers and their Restricted Subsidiaries for the period of four consecutive fiscal quarters of Wynn Las Vegas ending immediately prior to the release date is 3.0 to 1.0 or less, and

(ii) the senior secured long-term Indebtedness under the Credit Agreement is rated BB+ or higher by S&P and Ba1 or higher by Moody's,

(d) the lenders under the Credit Agreement concurrently release the Guarantee and/or security interests granted by Wynn Resorts in their favor, and

(e) Wynn Resorts delivers an officers' certificate (including supporting calculations in reasonable detail) to the trustee confirming that the conditions in (a), (b), (c) and (d) of this clause (1) have been satisfied, or

(2) (a) no Default or Event of Default exists or is continuing immediately prior to or after giving effect to that release,

(b) both the lenders under the Credit Agreement and the Person whose Indebtedness Wynn Resorts guaranteed or granted security interest to secure (thereby triggering Wynn Resorts' obligations to enter into the Parent Guarantee or the Parent Security Agreement, as applicable, pursuant to the covenant captioned "—Restrictions on Incurrence of Indebtedness and Guarantees by Wynn Resorts") concurrently release the guarantee or security interests, as applicable, granted by Wynn Resorts in their favor, and

(c) Wynn Resorts delivers an officers' certificate to the trustee confirming that the conditions in (a) and (b) of this clause (2) have been satisfied.

In addition, under the terms of the Wynn Resorts Agreement, Wynn Resorts will agree that it will not amend, modify, waive or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, or otherwise fail to enforce, or terminate or abandon, any of the provisions of the Wynn Put Agreement, if such amendment, modification, waiver or other change, failure to enforce, termination or abandonment (individually or collectively with all such amendments, modifications, waivers and other changes, failures to enforce, terminations or abandonments taken as a whole) would:

(1) have a material adverse affect on the ability of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries to develop, construct or operate the Project,

(2) cause the Completion Date to occur or result in that date occurring after the Outside Completion Deadline,

(3) materially impair the rights or remedies of the holders of the notes under the indenture or the Collateral Documents, or

(4) materially impair the development, use or operation of the Project.

Notwithstanding the provisions of this covenant, in no event shall Wynn Resorts be required, by reason of granting the Parent Guarantee or any security interest pursuant to this covenant, to become a Restricted Entity.

Restrictions on Activities of Wynn Capital

Wynn Capital will not hold any material assets, hold any Equity Securities, incur any Indebtedness, become liable for any obligations, engage in any business activities or have any Subsidiaries. However, Wynn Capital may be a co-obligor with respect to Indebtedness if Wynn Las Vegas is a primary obligor of such Indebtedness and the net proceeds of such Indebtedness are received by Wynn Las Vegas or one or more of Wynn Las Vegas' Wholly Owned Restricted Subsidiaries other than Wynn Capital.

Reports

Whether or not required by the Commission, so long as any notes are outstanding, the Issuers will furnish to the holders of notes, within the time periods specified in the Commission's rules and regulations:

(1) all quarterly and annual financial information that would be required to be contained in a filing with the Commission on Forms 10-Q and 10-K if each of (a) Wynn Las Vegas and (b) the Restricted Entities were required to file such Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report on the annual financial statements by Wynn Las Vegas' and the Restricted Entities' certified independent accountants; and

(2) all current reports that would be required to be filed with the Commission on Form 8-K if each of (a) Wynn Las Vegas and (b) the Restricted Entities was required to file such reports.

If Wynn Las Vegas has designated any of its Subsidiaries as Unrestricted Subsidiaries, then the quarterly and annual financial information required by the preceding paragraph will include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in Management's Discussion and Analysis of Financial Condition and Results of Operations, of the financial condition and results of operations of Wynn Las Vegas and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of Wynn Las Vegas.

Events of Default and Remedies

Each of the following is an Event of Default:

(1) default for 30 days in the payment when due of interest on the notes;

(2) default in payment when due of the principal of, or premium, if any, on the notes;

(3) failure by Wynn Capital, Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries:

(a) to comply with any payment obligations (including, without limitation, obligations as to the timing or amount of such payments) described under the captions "—Repurchase at the Option of Holders—Change of Control," "—Repurchase at the Option of Holders—Asset Sales," or "—Repurchase at the Option of Holders—Events of Loss," or

(b) to comply with the provisions described under "Certain Covenants—Restricted Payments," "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Equity," or "—Certain Covenants—Merger, Consolidation or Sale of Assets;

(4) failure by Wynn Capital, any Restricted Entity or any of their respective Restricted Subsidiaries for 60 days after receipt of written notice from the trustee to comply with any

of the other agreements in the indenture not set forth in clause (3) above, or failure by Wynn Resorts for 60 days after receipt of written notice from the trustee to comply with the provisions of the Wynn Resorts Agreement or, if applicable, any Parent Security Agreement;

(5) the occurrence of any "event of default" under the Disbursement Agreement;

(6) failure by Wynn Capital, any Restricted Entity or any of their respective Restricted Subsidiaries, the Completion Guarantor or any other party thereto (other than the trustee or any representative of the lenders under the Credit Agreement or other lenders party thereto) for 60 days after receipt of written notice from the trustee to comply with any of its agreements, as applicable, in any Collateral Document;

(7) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries (or the payment of which is guaranteed by any such Person) whether such Indebtedness or guarantee now exists, or is created after the date of the indenture, if that default:

(a) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "Payment Default"); or

(b) results in the acceleration of such Indebtedness prior to its express maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $10.0 million or more;

(8) failure by Wynn Capital, Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries to pay final non-appealable judgments (not paid or covered by insurance as to which the relevant insurance company has not denied responsibility) aggregating in excess of $10.0 million, which

judgments are not paid, bonded, discharged or stayed for a period of 60 days;

(9) any of the Collateral Documents shall cease, for any reason (other than pursuant to their terms), to be in full force and effect, or Wynn Capital, Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries or any Affiliate of any such Person or any Person acting on behalf of any such Person, shall so assert as to any of such Person's properties or assets, or any security interest created, or purported to be created, by any of the Collateral Documents shall cease to be enforceable and of the same effect and priority purported to be created by the Collateral Documents;

(10) any representation or warranty made or deemed made by Wynn Capital, Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries in any Collateral Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with any such Collateral Document shall prove to have been inaccurate in any material respect on or as of the date made or deemed made, except that the inaccuracy of any representation or warranty contained only in the Disbursement Agreement shall constitute an Event of Default hereunder only to the extent such inaccuracy constitutes a Disbursement Agreement Event of Default;

(11) except as expressly provided therein, the Completion Guarantee, the Construction Contract Guarantee, any Guarantee issued by a Restricted Entity, a Restricted Subsidiary

of Wynn Las Vegas or any Restricted Entity, or the Parent Guarantee, if any, shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or the Completion Guarantor, any Restricted Entity, any Restricted Subsidiary, or the Parent Guarantor, if any, or any Person acting on behalf of any such Person, shall deny or disaffirm its obligations under its Guarantee or, as the case may be, its Parent Guarantee;

(12) certain events of bankruptcy or insolvency described in the indenture with respect to (a) either Issuer, (b) any Significant Restricted Entity, (c) any group of Restricted Entities that, taken together, would constitute a Significant Restricted Entity, (d) any Significant Restricted Subsidiary of Wynn Las Vegas or (e) any group of Restricted Subsidiaries of Wynn Las Vegas that, taken together, would constitute a Significant Restricted Subsidiary of Wynn Las Vegas;

(13) the Project has not achieved Completion on or before the Outside Completion Deadline;

(14) after the Opening Date, revocation, termination, suspension or other cessation of effectiveness of any Gaming License which results in the cessation or suspension of gaming operations at any Gaming Facility for a period of more than 90 consecutive days; or

(15) if Wynn Las Vegas ever fails to own 100% of the issued and outstanding Equity Interests of Wynn Capital.

In the case of an Event of Default arising from certain events of bankruptcy or insolvency with respect to either Issuer, any Significant Restricted Entity, any group of Restricted Entities that, taken together, would constitute a Significant Restricted Entity, any Significant Restricted Subsidiary of Wynn Las Vegas, or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Restricted Subsidiary of Wynn Las Vegas, all outstanding notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the trustee or the holders of at least 25% in principal amount of the then outstanding notes may declare all the notes to be due and payable immediately.

Holders of the notes may not enforce the indenture or the notes except as provided in the indenture, the Intercreditor Agreements and in the other Collateral Documents. Subject to certain limitations, holders of a majority in principal amount of the then outstanding notes may direct the trustee in its exercise of any trust or power. The trustee may withhold from holders of the notes notice of any continuing Default or Event of Default if it determines that withholding notice is in their interest, except a Default or Event of Default relating to the payment of principal or interest or premium, if any.

The holders of a majority in aggregate principal amount of the notes then outstanding by notice to the trustee may on behalf of the holders of all of the notes waive any existing Default or Event of Default and its consequences under the indenture, except a continuing Default or Event of Default in the payment of interest or premium, if any, on, or the principal of, the notes.

In the case of any Event of Default occurring by reason of any willful action or inaction taken or not taken by or on behalf of either Issuer, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, any Guarantor or any of their respective Subsidiaries with the intention of avoiding payment of the premium that the Issuers would have had to pay if the Issuers then had elected to redeem the notes pursuant to the optional redemption provisions of the indenture, an equivalent premium will also become and be immediately due and payable to the extent permitted by law upon the acceleration of

the notes. If an Event of Default occurs prior to , 2006, by reason of any willful action (or inaction) taken (or not taken) by or on behalf of either Issuer, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, any Guarantor or any of their respective Subsidiaries with the intention of avoiding the prohibition on redemption of the notes prior to , 2006, then the premium specified in the indenture will also become immediately due and payable to the extent permitted by law upon the acceleration of the notes.

The Issuers are required to deliver to the trustee annually a statement regarding compliance with the indenture and the Collateral Documents. Upon becoming aware of any Default or Event of Default, the Issuers are required to deliver to the trustee a statement specifying such Default or Event of Default.

Remedies upon Default Under the Notes

Under certain circumstances, the trustee may initiate a foreclosure against all or a portion of the Collateral if an Event of Default has occurred and is continuing. A foreclosure against the Collateral will be subject to certain notice and other procedural limitations under Gaming Laws and laws applicable to secured creditors generally, and to the provisions of the Intercreditor Agreements.

Enforcement of Collateral Documents

Generally, if an Event of Default occurs, subject to the provisions of the Intercreditor Agreements, the trustee, acting on behalf of the holders, can enforce its rights and remedies under the indenture and the Collateral Documents. These remedies include (1) commencing a judicial proceeding to seek monetary judgments against either Issuer, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, and any Guarantor, (2) foreclosing on and selling the Collateral covered by the Deeds of Trust, and perfected Liens on personal property Collateral, and (3) enforcing the assignments of rents and leases. However, legal and procedural restrictions may impair the exercise by the trustee of its rights and remedies. See "—Gaming Law Limitations on Foreclosure," "—Bankruptcy Limitations on Foreclosure" and "—Nevada Public Utility Commission Limitations on Foreclosure."

Rights in the Pledged Collateral

So long as no Event of Default shall have occurred and be continuing, and subject to certain terms and conditions in the indenture, the Intercreditor Agreements and the other Collateral Documents, Wynn Las Vegas and each Guarantor will be entitled to receive the benefit of all cash dividends, interest and other payments made upon or with respect to the Collateral pledged by that entity and to exercise any voting and other consensual rights pertaining to the Collateral pledged by that entity. Upon the occurrence and during the continuance of an Event of Default and, subject to the terms of the Collateral Documents and the limitations in the Intercreditor Agreements and the exercise by the trustee of its rights under the Collateral Documents:

(1) upon receipt by the affected entity of notice from the trustee so stating, all rights of such entity to exercise such voting or other consensual rights will cease, and all such rights shall become vested in the trustee which, to the extent permitted by law, will have the sole right to exercise such rights;

(2) all rights of the entity to receive all cash dividends, interest and other payments made upon, or with respect to, the Collateral will cease and such cash dividends, interest and other payments will be paid to the trustee; and

(3) subject to applicable law, including procedural restraints imposed on sales of collateral by secured creditors generally, the trustee may sell the Collateral or any part thereof in accordance with the terms of the indenture, the Intercreditor Agreements and the other Collateral Documents.

Nothing contained in this paragraph shall be deemed to restrict the ability of Wynn Las Vegas to make the Restricted Payments permitted to be made during the occurrence of an Event of Default under the covenant captioned "Certain Covenants—Restricted Payments."

Intercreditor Agreements

The Intercreditor Agreements may prevent timely payment on the notes if a default has occurred.

Under the intercreditor agreement between the trustee and the agent under the Credit Agreement, until the debt under the Credit Agreement has been repaid in full, the lenders under the Credit Agreement will have the exclusive right to exercise remedies against the Collateral and to determine the circumstances and manner in which the Collateral may be disposed, subject to the rights of the lenders under the FF&E Facility with respect to the FF&E Collateral. Similarly, until the debt under the FF&E Facility has been repaid in full, the lenders under the FF&E Facility will have the exclusive right to sell the FF&E Collateral or exercise other remedies against the FF&E Collateral.

Gaming Law Limitations on Granting of Security Interests

The ability of Wynn Las Vegas or any Guarantor to grant security interests in the Collateral is limited by Nevada gaming laws. Under Nevada gaming laws, none of Wynn Las Vegas or the Guarantors may grant a security interest in (1) the gaming and other licenses issued to them by the Nevada Gaming Authorities or (2) unless consented to in advance by the Nevada Gaming Authorities, the ownership interests of any person that holds any such license.

Gaming Law Limitations on Foreclosure

The trustee's ability to foreclose upon the Collateral will be limited by Nevada gaming laws. These laws require that persons who own or operate a casino or own or lease gambling equipment or gambling supplies hold a gaming license. No person can hold a gaming license in Nevada unless the person is found qualified or suitable by the Nevada Gaming Authorities. During any foreclosure proceeding, the trustee could seek the appointment of a receiver through a petition to the appropriate Nevada state court to take possession of the Collateral. The receiver may be required to obtain the approval of the Nevada Gaming Authorities to continue gaming operations until the foreclosure sale. If the trustee acquired the Collateral in a foreclosure sale, it may contract for the operation of the Collateral by an independent operator who would be required to comply with the licensing requirements and other restrictions imposed by the Nevada Gaming Authorities, pursuant to an arrangement under which the holders of the notes would not share in the profits or losses of gaming operations. In addition, if the trustee acquires and operates the Collateral, the trustee and the holders of the notes will, if they share in the profits and losses, and may, in any event, be required to comply with the licensing requirements under the Nevada gaming laws. In any foreclosure sale, licensing requirements under the Nevada Gaming Control Act may limit the number of potential bidders and may delay the sale of the Collateral, either of which could adversely affect the sale price of the Collateral. See "Risk Factors—Risks Related to the Offering and the Second Mortgage Notes—Bankruptcy laws may significantly impair your creditors' rights to

repossess and dispose of collateral securing the second mortgage notes," "—In the event that a bankruptcy court orders the substantive consolidation of Wynn Las Vegas and Wynn Capital with certain affiliated parties, payments on the second mortgage notes could be delayed or reduced" and "—Contract rights under agreements serving as collateral for the second mortgage notes may be rejected in bankruptcy."

Bankruptcy Limitations on Foreclosure

The right of the trustee to repossess and dispose of Collateral upon the occurrence of an Event of Default is likely to be significantly impaired by applicable bankruptcy and insolvency laws if a proceeding under those laws were to be commenced by or against Wynn Resorts or any of its Subsidiaries prior to the trustee having repossessed and disposed of the Collateral. Under the Bankruptcy Code, a secured creditor, such as the trustee, is prohibited from repossessing its security from a debtor in a bankruptcy case, or from disposing of security repossessed from such debtor, without bankruptcy court approval.

In addition, the Bankruptcy Code permits a debtor to continue to retain and to use collateral (and the proceeds, products, offspring, rents or profits of that collateral) even though the debtor is in default under the applicable debt instruments, so long as the secured creditor is given "adequate protection." The meaning

of the term "adequate protection" may vary according to the circumstances, but it is intended in general to protect the value of the secured creditor's interest in the collateral and may include, if approved by the bankruptcy court, cash payments or the granting of replacement liens or additional security for any diminution in the value of the collateral as a result of the stay of repossession or the disposition or any use of the collateral by the debtor during the pendency of the bankruptcy case. The bankruptcy court has broad discretionary powers in all these matters, including the valuation of the collateral and the nature, accessibility or value of any other collateral that may be substituted for it. Also, since the enforcement of the trustee's security interest in the Collateral consisting of cash, deposit accounts and cash equivalents may be limited in a bankruptcy proceeding, the holders may not have any consent rights with respect to the use of those funds by Wynn Resorts or any of its Subsidiaries during the pendency of the proceeding.

In view of these considerations, we cannot predict how long payments under the notes could be delayed following commencement of a bankruptcy case, whether or when the trustee could repossess or dispose of the Collateral or whether or to what extent holders would be compensated for any delay in payment or loss of value of the Collateral.

Public Utilities Commission of Nevada Limitations on Foreclosure

Nevada Revised Statutes 704.668 prohibits small water utilities such as Desert Inn Improvement Co. from selling or otherwise disposing of water rights without the prior approval of the Nevada PUC. In a separate subsection of the statute, prior Nevada PUC approval is also required in order for a small water utility to encumber its water rights by way of mortgage, deed of trust, security agreement or otherwise. Desert Inn Improvement Co. will seek Nevada PUC approval to encumber the water rights held by it. See "Certain Covenants—Nevada PUC Approvals." The Nevada PUC may also require a prior application if a sale or transfer were to occur by way of a foreclosure, since such an event would result in the water rights being taken out of the total control of the utility.

Real Property Collateral

Before pursuing any foreclosures or otherwise executing on any of the Collateral, the trustee will need to consider the effect of Nevada law, which requires that where a debt is secured by real property, the debtor may require the creditor to exhaust its real property security before pursuing a judicial proceeding to obtain a monetary judgment against the debtor. If a creditor attempts to collect the indebtedness without first exercising its remedies under its deed of trust, the debtor could defend such action by requiring the creditor to first exhaust its rights under the deed of trust through statutory foreclosure proceedings. If, however, the debtor permitted the creditor to obtain a judgment without first exhausting remedies under the deed of trust, assuming such action was not stayed or dismissed before the entry of a final monetary judgment, then under Nevada law the security interest granted by the deed of trust would be released and discharged. This Nevada law is referred to as the "one action" rule.

Real property pledged as security may be subject to known and unknown environmental risks or liabilities which can adversely affect the property's value. In addition, under the federal Comprehensive Environmental Response Compensation and Liability Act, as amended, known as CERCLA, for example, a secured lender may be held liable, in certain limited circumstances, for the costs of remediating a release of or preventing a threatened release of hazardous substances at a mortgaged property. There may be similar risks under state laws or common law theories.

Under CERCLA, a person "who, without participating in the management of a... facility, holds indicia of ownership primarily to protect his security interest" is not a property owner, and thus not a responsible person under CERCLA. Lenders have seldom been held liable under CERCLA. The lenders who have been found liable have generally been found to have been sufficiently involved in the mortgagor's operations so that they have "participated in the management of the borrower." CERCLA does not specify the level of actual participation in management. CERCLA was amended in 1996 to provide certain "safe harbors" for foreclosing lenders. However, the courts have not yet issued any definitive interpretations of the extent of these safe harbors. There is currently no controlling authority on this matter.

The trustee may appoint one or more collateral agents, who may be delegated any one or more of the duties or rights of the trustee under the Collateral Documents or which are specified in any Collateral Documents.

No Personal Liability of Directors, Officers, Employees and Equity Holders

No director, officer, employee, incorporator, organizer, equity holder or member of either Issuer, any Restricted Entity, any of the Restricted Subsidiaries of Wynn Las Vegas or any Restricted Entity, or any Guarantor, as such, shall have any liability for any obligations of either Issuer, any Restricted Entity, any such Restricted Subsidiary or any Guarantor under the notes, the indenture, the Collateral Documents or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each holder by accepting a note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Legal Defeasance and Covenant Defeasance

The Issuers may, at their option and at any time, elect to have all of their obligations discharged with respect to the outstanding notes, all of the obligations of the Guarantors discharged with respect to their Guarantees and all obligations of the Issuers and the

Guarantors discharged with respect to the Collateral Documents ("Legal Defeasance") except for:

(1) the rights of holders of outstanding notes to receive payments in respect of the principal of, or interest or premium, if any, on such notes when such payments are due from the trust referred to below;

(2) the Issuers' obligations with respect to the notes concerning issuing temporary notes, registration of notes, mutilated, destroyed, lost or stolen notes and the maintenance of an office or agency for payment and money for security payments held in trust;

(3) the rights, powers, trusts, duties and immunities of the trustee, and the Issuers' and the Guarantors' obligations in connection therewith; and

(4) the Legal Defeasance provisions of the indenture.

In addition, the Issuers may, at their option and at any time, elect to have the obligations of the Issuers, the Restricted Entities, the Restricted Subsidiaries of Wynn Las Vegas and the Restricted Entities, and any Guarantors released with respect to certain covenants that are described in the indenture ("Covenant Defeasance") and thereafter any omission to comply with those covenants will not constitute a Default or Event of Default with respect to the notes. In the event Covenant Defeasance occurs, certain events (not including non-payment, bankruptcy, receivership, rehabilitation and insolvency events) described under "—Events of Default and Remedies" will no longer constitute an Event of Default with respect to the notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the Issuers must irrevocably deposit with the trustee, in trust, for the benefit of the holders of the notes, cash in U.S. dollars, government securities, or a combination of cash in U.S. dollars and government securities, in amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, or interest and premium, if any, on the outstanding notes on the stated maturity or on the applicable redemption date, as the case may be, and the Issuers must specify whether the notes are being defeased to maturity or to a particular redemption date;

(2) in the case of Legal Defeasance, the Issuers have delivered to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that (a) the Issuers have received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the date of the indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel will confirm that, the holders of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Issuers have delivered to the trustee an opinion of counsel reasonably acceptable to the trustee confirming that the holders of the outstanding notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default has occurred and is continuing either:

(a) on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit), or

(b) in the case of Legal Defeasance, insofar as Events of Default of the type specified in clause (12) of the section above under the caption "Events of Default and Remedies" are concerned, at any time in the period ending on the 91st day after the date of deposit;

(5) such Legal Defeasance or Covenant Defeasance will not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than the indenture) to which either Issuer, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, or any Guarantor is a party or by which any such Person is bound;

(6) in the case of Legal Defeasance, the Issuers must deliver to the trustee an opinion of counsel to the effect that, assuming no intervening bankruptcy of the Issuers or any Guarantor between the date of deposit and the 91st day following the deposit and assuming that no holder of notes is an "insider" of either Issuer under applicable bankruptcy law, after the 91st day following the deposit, the trust funds will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally;

(7) the Issuers must deliver to the trustee an officers' certificate stating that the deposit was not made by the Issuers with the intent of preferring the holders of notes over the other creditors of the Issuers with the intent of defeating, hindering, delaying or defrauding creditors of the Issuers or others; and

(8) the Issuers must deliver to the trustee an officers' certificate and an opinion of counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Collateral Release Mechanics

Under the terms of the Collateral Documents but subject to the provisions of the Intercreditor Agreements, the trustee will determine the circumstances and manner in which the Collateral will be disposed of, including the determination of whether to release all or any portion of the Collateral from the security interests created by the Collateral Documents and whether to foreclose on the Collateral following an Event of Default. The Collateral may be released from the security interests created by the Collateral Documents upon the request of the Issuers pursuant to an officers' certificate certifying that all terms for release and conditions precedent under the indenture and under any applicable Collateral Document have been met and specifying (1) the identity of the Collateral to be released and (2) the provisions of the indenture or the applicable Collateral Document which authorize that release.

Subject to the provisions of the Intercreditor Agreements, the trustee will release the Liens in favor of the trustee (at the sole cost and expense of the Issuers) on:

(1) all Collateral that is contributed, sold, leased, conveyed, transferred or otherwise disposed of (a) in an Asset Sale, Permitted Investment or Restricted Payment in accordance with the indenture and the Collateral Documents, (b) to an Unrestricted Subsidiary of Wynn Las Vegas in accordance with the indenture and the Collateral Documents or (c) as expressly permitted by the Collateral Documents;

(2) all Collateral that is condemned, seized or taken by the power of eminent domain or otherwise confiscated pursuant to an Event of Loss; *provided* that the Net Loss Proceeds, if any, from the Event of Loss are or will be applied in accordance with the covenant described above under "—Repurchase at the

Option of Holders—Events of Loss";

(3) all Collateral (except as provided in the discharge and defeasance provisions of the indenture) upon discharge or defeasance of the indenture in accordance with the discharge and defeasance provisions of the indenture;

(4) all Collateral upon the payment in full in cash of all Obligations of the Issuers and the Guarantors under the indenture, the notes and the Collateral Documents;

(5) except as otherwise provided in the indenture, the Collateral Documents or the Wynn Resorts Agreement, Collateral of a Guarantor or of Wynn Resorts, as applicable, whose Guarantee or Parent Guarantee or Parent Security Agreement is released or terminated pursuant to the terms of the indenture or the Wynn Resorts Agreement, as the case may be;

(6) the Released Assets; and

(7) Government Transfers consisting of transfers of fee interests in real property.

Amendment, Supplement and Waiver

Except as provided in the next three succeeding paragraphs, the indenture and the notes, the Collateral Documents may be amended or supplemented with the consent of the holders of at least a majority in principal amount of the notes then outstanding (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, notes), and any existing default or compliance with any provision of the indenture, the notes or the Collateral Documents may be waived with the consent of the holders of a majority in principal amount of the then outstanding notes (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, notes).

Without the consent of each holder affected, an amendment or waiver may not (with respect to any notes held by a non-consenting holder):

(1) reduce the principal amount of notes whose holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any note or alter the provisions with respect to the redemption of the notes (other than provisions relating to the covenants described above under the caption "—Repurchase at the Option of Holders");

(3) reduce the rate of or change the time for payment of interest on any note;

(4) waive a Default or Event of Default in the payment of principal of, or interest or premium on, the notes (except a rescission of acceleration of the notes by the holders of at least a majority in aggregate principal amount of the notes and a waiver of the payment default that resulted from such acceleration);

(5) make any note payable in money other than that stated in the notes;

(6) make any change in the provisions of the indenture relating to waivers of past Defaults or the rights of holders of notes to receive payments of principal of, or interest or premium on, the notes;

(7) waive a redemption payment with respect to any note (other than a payment required by one of the covenants described above under the caption "—Repurchase at the Option of Holders");

(8) release all or substantially all of the Collateral or any Material Project Assets from the Collateral, in each case except in accordance with the provisions of the Collateral Documents;

(9) release any Guarantor from any of its obligations under its Guarantee if the assets or properties of that Guarantor (a) constitute all or substantially all of the Collateral or (b) include Material Project Assets; and

(10) make any change in the preceding amendment and waiver provisions.

Notwithstanding the preceding, without the consent of any holder, the Issuers, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, or any Guarantor, the Issuers, the Guarantors and the trustee may amend or supplement the indenture, the notes or the Collateral Documents to:

(1) cure any ambiguity, defect or inconsistency;

(2) provide for uncertificated notes in addition to or in place of certificated notes;

(3) provide for the assumption of the Issuers' obligations to holders of notes in the case of a merger or consolidation or sale of all or substantially all of the Issuers' assets;

(4) make any change that would provide any additional rights or benefits to the holders of notes or that does not adversely affect the legal rights under the indenture of any such holder;

(5) comply with requirements of the Commission in order to effect or maintain the qualification of the indenture under the Trust Indenture Act;

(6)

allow any Guarantor to execute a supplemental indenture and/or a Guarantee with respect to the Notes;

(7) enter into additional or supplemental Collateral Documents or guarantees or an intercreditor agreement with respect thereto; or

(8) provide for Additional Notes in accordance with the limitations set forth in the indenture on the date of the indenture.

Satisfaction and Discharge

The indenture and the Collateral Documents will be discharged and will cease to be of further effect as to all notes issued under the indenture, when:

(1) either:

(a) all notes that have been authenticated, except lost, stolen or destroyed notes that have been replaced or paid and notes for whose payment money has been deposited in trust and thereafter repaid to the Issuers, have been delivered to the trustee for cancellation; or

(b) all notes that have not been delivered to the trustee for cancellation have become due and payable by reason of the mailing of a notice of redemption or otherwise or will become due and payable within one year and the Issuers have or any Guarantor has irrevocably deposited or caused to be deposited with the trustee as trust funds in trust solely for the benefit of the holders, cash in U.S. dollars, government securities, or a combination of cash in U.S. dollars and government securities, in amounts as will be sufficient without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on the notes not delivered to the trustee for

cancellation for principal, premium and accrued interest to the date of maturity or redemption;

(2) no Default or Event of Default has occurred and is continuing on the date of the deposit or will occur as a result of the deposit and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which either Issuer or any Guarantor is a party or by which either Issuer or any Guarantor is bound;

(3) the Issuers or any Guarantor have paid or caused to be paid all sums payable by the Issuers under the indenture; and

(4) the Issuers have delivered irrevocable instructions to the trustee under the indenture to apply the deposited money toward the payment of the notes at maturity or the redemption date, as the case may be.

In addition, the Issuers must deliver an officers' certificate and an opinion of counsel to the trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Concerning the Trustee

If the trustee becomes a creditor of either Issuer or any Guarantor, the indenture limits its right to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The trustee will be permitted to engage in other transactions. However, if it acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the Commission for permission to continue or resign.

The holders of a majority in principal amount of the then outstanding notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the trustee, subject to certain exceptions. The indenture will provide that in case an Event of Default occurs and is continuing, the trustee will be required, in the exercise of its power, to use the degree of care of a prudent person in the conduct of his own affairs. Subject to such provisions, the trustee will be under no obligation to exercise any of its rights or powers under the indenture at the request of any holder of notes, unless that holder shall have offered to the trustee security and indemnity satisfactory to it against any loss, liability or expense.

Governing Law

The Collateral Documents generally provide for the application of the internal laws of the State of New York, except to the extent that (1) the laws of Nevada are mandatory or (2) the validity or perfection of security interests in respect of certain items of Collateral (such as real property) is governed by the laws of the jurisdiction where that collateral is located. The indenture, the notes, any Guarantees of the notes and the Collateral Documents will provide, with certain exceptions, for the application of the internal laws of the State of New York. There is no certainty regarding whether New York or Nevada law would be applied by any court with respect to the enforcement of remedies under the notes, the indenture, any Guarantees of the notes or the Collateral Documents.

Book-Entry, Delivery and Form

Except as described in the next paragraph, the notes will be issued in the form of one or more global notes (the "Global Notes"). The Global Notes will be deposited on the date of the closing of this offering with The Depository Trust Company ("DTC") and registered in the name of Cede & Co., as nominee of DTC (such nominee being referred to herein as the "Global Note Holder").

Notes that are issued as described below under "—Certificated Notes" will be issued in the form of registered definitive certificates (the "Certificated Notes"). Upon the transfer of Certificated Notes, Certificated Notes may, unless all of the Global Notes have previously been exchanged for Certificated Notes, be exchanged for an interest in the Global Note representing the principal amount of notes being transferred, subject to the transfer restrictions set forth in the note indenture.

DTC has advised the Issuers that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "Participants") and to facilitate the clearance and settlement of transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "Indirect Participants"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

DTC has also advised the Issuers that, pursuant to procedures established by it:

(1) upon deposit of the Global Notes, DTC will credit the accounts of Participants designated by the Issuers with portions of the principal amount of the Global Notes; and

(2) ownership of these interests in the Global Notes will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interest in the Global Notes).

Prospective purchasers are advised that the laws of some states require that certain Persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a Global Note to such Persons will be limited to such extent.

So long as the Global Note Holder is the registered owner of any notes, the Global Note Holder will be considered the sole holder under the indenture of any notes evidenced by the Global Notes. Beneficial owners of notes evidenced by the Global Notes will not be considered the owners or holders of the notes under the indenture for any purpose, including with respect to the giving of any directions, instructions or approvals to the trustee. Neither the Issuers nor the trustee will have any responsibility or liability for any aspect of the records of DTC or for maintaining, supervising or reviewing any records of DTC relating to the notes.

Payments in respect of the principal of, and interest and premium, if any, on a Global Note registered in the name of the Global Note Holder on the applicable record date will be payable by the trustee to or at the direction of the Global Note Holder in its capacity as the registered holder of the notes under the indenture. Under the terms of the indenture, the Issuers and the trustee will treat the Persons in whose names the notes, including the Global Notes, are registered as the owners of the notes for the purpose of receiving payments and for all other purposes. Consequently, neither the Issuers, the trustee nor any agent of the Issuers or the trustee has or will have any responsibility or liability for:

(1) any aspect of DTC's records or any Participant's or Indirect Participant's records relating to or payments made on account of any beneficial ownership interest in the Global Notes or for maintaining, supervising or reviewing any of DTC's records or any Participant's or

Indirect Participant's records relating to the beneficial ownership interests in the Global Notes; or

(2) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised the Issuers that its current practice, upon receipt of any payment in respect of securities such as the notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on such payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the trustee or the Issuers. Neither the Issuers nor the trustee will be liable for any delay by DTC or any of its Participants in identifying the beneficial owners of the notes, and the Issuers and the trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Certificated Notes

If:

(1) Wynn Las Vegas notifies the trustee in writing that DTC is no longer willing or able to act as a depository and Wynn Las Vegas is unable to locate a qualified successor within 90 days; or

(2) upon request to the trustee by any Person having a beneficial interest in a Global Note, following the occurrence and during the continuation of a Default or Event of Default,

then, upon surrender by the Global Note Holder of its Global Notes, notes in certificated form will be issued to each Person that the Global Note Holder and DTC identify as being the beneficial owner of the related notes. All such Certificated Notes will be subject to the legend requirements set forth in the indenture.

Neither the Issuers nor the trustee will be liable for any delay by the Global Note Holder or DTC in identifying the beneficial owners of notes, and the Issuers and the trustee may conclusively rely on, and will be protected in relying on, instructions from the Global Note Holder or DTC for all purposes.

Certain Definitions

Set forth below are certain defined terms used in the indenture. Reference is made to the indenture for a full disclosure of all such terms, as well as any other capitalized terms used herein for which no definition is provided.

"*Acquired Debt*" means, with respect to any specified Person:

(1)

Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Subsidiary of, such specified Person; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. Beneficial ownership of 10% or more of the voting stock of a Person will be deemed to be control. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" will have correlative meanings.

"*Affiliate Agreements*" means:

(1) the Management Agreement,

(2) the Water Show Entertainment Production Agreement,

(3) the Project Lease and Easement Agreements,

(4) the Water Supply Agreement,

(5) the Art Rental and Licensing Agreement,

(6) the Wynn Employment Agreement,

(7) the Wynn Design Agreement, and

(8) the Tax Indemnification Agreement,

in each case as amended, modified or otherwise supplemented from time to time in accordance with the covenant captioned "—Amendments to Certain Agreements."

"*Aircraft Assets*" means the Existing Aircraft and the Replacement Aircraft, in each case, together with the products and proceeds thereof.

"*Aircraft Refinancing Date*" means the date on which the net proceeds of the sale of the Existing Aircraft and up to $10.0 million of borrowings under the FF&E Facility are applied to repay Replacement Aircraft Indebtedness.

"*Aircraft Trustee*" means Well Fargo Bank Northwest, National Association, not in its individual capacity, but solely as trustee under a trust agreement in favor of World Travel, LLC, and any successor or replacement trustee, including any trust holding ownership of the Replacement Aircraft.

"*Allocable Overhead*" means, at any time, an amount equal to (1) the amount of reasonable corporate or other organizational overhead expenses of, and actually incurred by, Wynn Resorts and its Subsidiaries (other than the Issuers) calculated in good faith on a consolidated basis, after the elimination of intercompany transactions, in accordance with GAAP, divided by (2) the number of gaming and/or hotel projects of Wynn Resorts and its Subsidiaries which are operating or for which debt and/or equity financing has been obtained to finance, in whole or in part, the development, construction and/or opening thereof. For purposes of this definition, the Project and the Macau Project shall each count as separate projects. In addition, any such amounts that are applied in connection with the Phase II Land or the Golf Course Land shall be applied in accordance with the covenants captioned "—Limitation on Development of Phase II Land" and "—Limitation on Development of Golf Course Land," respectively. Any amounts payable pursuant to the Affiliate Agreements or any agreements entered into by and among Wynn Resorts, any of its Subsidiaries and/or any of their respective Affiliates, Allocable Overhead shall not include any fee, profit or similar component and shall represent only the payment or reimbursement of actual costs and

expenses. The amount of Allocable Overhead payable during any 12-month period shall not exceed, in the aggregate, the greater of:

(a) $21.5 million, and

(b) if the Consolidated Leverage Ratio of the Issuers and their Restricted Subsidiaries for the period of four full consecutive fiscal quarters of Wynn Las Vegas ending immediately prior to the commencement of such 12-month period is 3.5 to 1.0 or less, 1.29% of Net Revenues of Wynn Las Vegas and its Restricted Subsidiaries for such period of four full consecutive fiscal quarters.

"*Art Rental and Licensing Agreement*" means the Second Amended and Restated Art Rental and Licensing Agreement, dated September 18, 2002, by and between Stephen A. Wynn and Wynn Resorts Holdings, as amended, modified or otherwise supplemented from time to time in accordance with the covenant captioned "—Certain Covenants—Amendments to Certain Agreements."

"*Aruze Corp.*" means Aruze Corp., a Japanese public corporation.

"*Aruze USA*" means Aruze USA, Inc., a Nevada corporation.

"*Asset Sale*" means:

(1) the sale, lease, conveyance or other disposition of any assets; and

(2) the issuance of Equity Interests by either Issuer, any Restricted Entity or any of their respective Restricted Subsidiaries or the sale of Equity Interests in either Issuer, any Restricted Entity or any of their respective Subsidiaries.

Notwithstanding the above, the sale, conveyance or other disposition of all or substantially all of the assets of Wynn Las Vegas, the Restricted Entities and their respective Restricted Subsidiaries, taken as a whole, or Wynn Las Vegas and its Restricted Subsidiaries, taken as a whole, will be governed by the provisions of the indenture described above under the caption "—Repurchase at the Option of Holders—Change of Control" and the provisions described above under the caption "—Certain Covenants—Merger, Consolidation or Sale of Assets" and not by the provisions of the Asset Sale covenant.

In addition, none of the following items will be deemed to be an Asset Sale (except for purposes of the definition of "Consolidated Cash Flow"):

(1) any single transaction or series of related transactions that involves assets having a fair market value of less than $1.0 million;

(2) the sale, lease, conveyance or other disposition of any assets (excluding any transfer of assets from a Person that is a Guarantor to a Person, other than Wynn Las Vegas, that is not a Guarantor):

(a) to Wynn Las Vegas and/or its Restricted Subsidiaries,

(b) between Wynn Resorts Holdings and Valvino Lamore, excluding a transfer of any or all of the Golf Course Land or any related Water Rights, unless such Golf Course Land is then a Released Asset,

(c) by (i) any Restricted Entity or any Restricted Subsidiary of a Restricted Entity, that, in each case, is not a Guarantor to (ii) any Restricted Entity or any Restricted Subsidiary of a Restricted Entity that, in each case, is a Guarantor, or

(d) by any Wynn Group Entity to any Restricted Entity,

(3) the Water Rights Transfer;

(4) an issuance of Equity Interests by Wynn Las Vegas or any Restricted Entity or any of their respective Restricted Subsidiaries to a Guarantor;

(5) the sale, lease or exchange of equipment, inventory, accounts receivable or other assets in the ordinary course of business;

(6) the disposition of obsolete, damaged or worn-out property that is no longer necessary for the conduct of the business of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries;

(7) the sale or other disposition of cash or Cash Equivalents;

(8) a Restricted Payment or Permitted Investment that is permitted by the covenant described above under the caption "—Certain Covenants—Restricted Payments";

(9) like-kind exchanges of personal property if the fair market value of the personal property transferred by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries in such exchanges does not exceed $10.0 million in the aggregate in any calendar year;

(10) a dedication of space within the Project as necessary for the development of the Project and as permitted by the Collateral Documents;

(11) licenses of patents, trademarks and other intellectual property rights granted by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries in the ordinary course of business and not interfering in any material respect with the ordinary conduct of the business of such Person;

(12) the transfer or sale or disposition of any Released Assets or Aircraft Assets;

(13) a transfer of assets between or among Wynn Las Vegas, the Restricted Entities and their respective Restricted Subsidiaries pursuant to any Affiliate Agreement, as in effect on the date of the indenture;

(14) the granting, creation or existence of a Permitted Lien and dispositions of assets pursuant to an exercise of remedies, including by way of foreclosure, against the underlying assets subject to such Permitted Liens, under circumstances not otherwise resulting in Defaults or Events of Default, so long as the net proceeds, if any, of any such disposition received by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries shall be treated as if they were Net Proceeds of an Asset Sale and applied in accordance with the covenant captioned "—Asset Sales"; and

(15) Government Transfers or Permitted Liens of the type described in clause (12) of the definition of Permitted Liens, so long as the net proceeds, if any, of any such disposition received by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries in respect thereof shall be treated as if they were Net Proceeds of an Asset Sale and applied in accordance with the covenant captioned "—Asset Sales."

"*Attributable Debt*" in respect of a sale and leaseback transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP.

"*Beneficial Owner*" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"*Budgeted Overhead Final Payment Date*" means the date on which the final payments in respect of corporate or other organizational overhead expenses of Wynn Resorts and its Subsidiaries included in the Project Budget are disbursed pursuant to the Disbursement Agreement. Wynn Las Vegas shall deliver an officers' certificate to the trustee, within 30 days following a written request therefor from the trustee or any note holder, confirming and setting forth such date.

"*Buy-Sell Agreement"* means the Buy-Sell Agreement, dated as of June 13, 2002, among Stephen A. Wynn, Kazuo Okada, Aruze USA and Aruze Corp.

"*Capital Lease Obligation*" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet in accordance with GAAP.

"*Cash Equivalents*" means:

(1) United States dollars;

(2) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (as long as the full faith and credit of the United States is pledged in support of those securities) having maturities of not more than six months from the date of acquisition;

(3) interest-bearing demand or time deposits (which may be represented by certificates of deposit) issued by banks having general obligations rated (on the date of acquisition thereof) at least "A" or the equivalent by S&P or Moody's or, if not so rated, secured at all times, in the manner and to the extent provided by law, by collateral security in clause (1) or (2) of this definition, of a market value of no less than the amount of monies so invested;

(4) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper having the highest rating obtainable from Moody's or S&P and in each case maturing within six months after the date of acquisition;

(6) money market funds or mutual funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (5) of this definition; and

(7) to the extent not permitted above, Permitted Securities.

"*Change of Control*" means the occurrence of any of the following:

(1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of Wynn Las Vegas, the Restricted Entities and their respective Restricted Subsidiaries, taken as a whole, or of Wynn Las Vegas and its Restricted Subsidiaries, taken as a whole, to any "person" (as that term is used in

Section 13(d)(3) of the Exchange Act), other than to the Principal or a Related Party of the Principal;

(2) the adoption of a plan relating to the liquidation or dissolution of either Issuer or any successor thereto;

(3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that:

(a) any "person" (as defined in clause (1) above), other than the Principal and any of his Related Parties becomes the Beneficial Owner, directly or indirectly, of more than 50% of the outstanding voting stock of Wynn Resorts, measured by voting power rather than number of equity interests;

(b) any "person" (as defined in clause (1) above) (other than Kazuo Okada, Aruze USA and Aruze Corp., so long as (i) the Stockholders Agreement, as in effect on the date of the indenture, remains in full force and effect, (ii) a majority of the board of directors is constituted of Persons named on any slate of directors chosen by the Principal and Aruze USA pursuant to the Stockholders Agreement, as in effect on the date hereof, and (iii) Kazuo Okada and his Related Parties either (A) "control" (as that term is used in Rule 405 under the Securities Act) Aruze Corp. and Aruze USA or (B) otherwise remain the direct or indirect Beneficial Owners of the voting stock of Wynn Resorts held by Aruze Corp.) becomes the Beneficial Owner, directly or indirectly, of a greater percentage of the outstanding voting stock of Wynn Resorts, measured by voting power rather than number of equity interests, than is at that time Beneficially Owned by the Principal and his Related Parties as a group;

(c) the Principal and his Related Parties as a group own less than 20% of the outstanding Voting Stock of Wynn Resorts, measured by voting power rather than number of equity interests (excluding, for purposes of calculating the outstanding voting stock of Wynn Resorts pursuant to this clause 3(c), shares of voting stock issued in a primary issuance by Wynn Resorts in one or more bona fide public offerings of additional voting stock of Wynn Resorts (other than the IPO)); or

(d) the Principal and his Related Parties as a group own less than 10% of the outstanding voting stock of Wynn Resorts, measured by voting power rather than number of equity interests;

(4) the first day on which the Principal does not act as either the chairman of the board of directors or the chief executive officer of Wynn Resorts, other than (1) as a result of death or disability or (2) if the board of directors of Wynn Resorts, exercising their fiduciary duties in good faith, removes or fails to re-appoint the Principal as chairman of the board of directors or chief executive officer of Wynn Resorts;

(5) the first day on which a majority of the members of the board of directors of Wynn Resorts or Wynn Las Vegas are not Continuing Directors;

(6) the first day on which Wynn Resorts ceases to own, directly or indirectly, 100% of the outstanding Equity Interests of Wynn Las Vegas; or

(7) Wynn Resorts consolidates with, or merges with or into, any Person or sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of its assets to any Person, or any Person consolidates with, or merges with or into, Wynn Resorts, in any such event pursuant to a transaction in which any of the outstanding voting stock of Wynn Resorts is converted into or exchanged for cash, securities or other property, other than any such transaction where the voting stock of Wynn Resorts outstanding

immediately prior to such transaction is converted into or exchanged for voting stock (other than Disqualified Stock) of the surviving or transferee Person constituting a majority of the outstanding shares of such voting stock of such surviving or transferee Person (immediately after giving effect to such issuance),

Notwithstanding the above, a Change of Control will not occur solely by reason of a Permitted C-Corp. Conversion.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Collateral*" means all assets, now owned or hereafter acquired, of either Issuer, any Guarantor, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, or any other Person (including, if applicable, Wynn Resorts), to the extent such assets are pledged or assigned or purport to be pledged or assigned, or are required to be pledged or assigned under the indenture or the Collateral Documents to the trustee, including, the Exclusive Note Collateral, the Primary Note Collateral and the FF&E Collateral, together with the proceeds and products thereof (including, without limitation, the proceeds of Asset Sales).

"*Collateral Documents*" means:

(1) the Completion Guarantee,

(2) the Deeds of Trust,

(3) the Disbursement Agreement,

(4) the Guarantee and Collateral Agreements,

(5) the Intellectual Property Security Agreements,

(6) the Intercreditor Agreements,

(7) the Parent Guarantee, if any,

(8) the Parent Security Agreement, if any,

(9) the Secured Account Agreement,

(10) the Management Fees Subordination Agreement, and

(11) instruments, documents, pledges or filings that create, evidence, perfect, set forth, consent to, acknowledge or limit the security interest of the trustee in the Collateral,

in each case, as amended, modified or otherwise supplemented from time to time in accordance with their respective terms and with the indenture and the Collateral Documents.

"*Completion*" has the meaning given that term in the Disbursement Agreement. That definition includes the requirement that each of the following has occurred:

(1) the Opening Date has occurred under the Disbursement Agreement;

(2) all contractors and subcontractors have been paid in full (other than (A) retainage amounts and other amounts that, as of the Completion Date, are being withheld from the contractors and subcontractors in accordance with the provisions of the Project documents, (B) amounts

being contested in accordance with the Disbursement Agreement, the Credit Agreement and the FF&E Facility and other related financing agreements so long as adequate reserves have been established through an allocation in the Project anticipated cost report in accordance with any requirements of such financing agreements and (C) amounts payable in respect of Project punchlist items to the extent not covered by clause (A) above);

(3) for Project punchlist items:

(a) a list of any remaining Project punchlist items shall have been delivered to the Construction Consultant and the Disbursement Agent by the Issuers and Wynn Design and approved by the Construction Consultant as a reasonable final punchlist (such approval not to be unreasonably withheld); and

(b) a written agreement with all contractors performing work with respect to Project punchlist items shall have been entered into by the Issuers and Wynn Design and such contractors detailing the cost of remaining Project punchlist items and shall have been delivered to the Construction Consultant and the Disbursement Agent by the Issuers and Wynn Design and approved by the Construction Consultant and the Disbursement Agent;

(4) for the FF&E Financing:

(a) the Issuers and Wynn Design shall have, at their own cost and expense, caused to be completed and delivered to the agent under the FF&E Facility an appraisal demonstrating the fair market value of the FF&E acquired under the FF&E Facility (excluding the aircraft). If the aggregate principal amount of loans advanced under the FF&E Facility (excluding amounts advanced for Project costs that, pursuant to the Project Budget are allocated to the purchase (or indebtedness incurred to fund the purchase) of a corporate aircraft (including the Replacement Aircraft)) exceeds 75% of the aggregate fair market value of such FF&E as reflected in such appraisal (excluding the aircraft), the Issuers and Wynn Design shall promptly cause, with the consent of the agent under the FF&E Facility, first (A) additional items of eligible FF&E equipment of a particular type or class selected by the Issuers and Wynn Design (and otherwise acceptable to the agent under the FF&E Facility) to become part of the FF&E acquired under the FF&E Facility and subject to the first priority security interest of the FF&E Facility security documents while the agent under the FF&E Facility simultaneously releases another particular type or class of items of eligible FF&E equipment currently part of the FF&E acquired under the FF&E Facility and subject to the FF&E Facility security documents and selected by the agent under the FF&E Facility, in order that, in either case, the aggregate principal amount of loans advanced under the FF&E Facility (excluding amounts advanced for Project costs that, pursuant to the Project Budget are allocated to the purchase (or indebtedness incurred to fund the purchase) of a corporate aircraft (including the Replacement Aircraft)) does not exceed 75% of the fair market value of the FF&E acquired under the FF&E Facility (excluding the aircraft), and second (B) additional items of eligible FF&E equipment of any type or class selected by the Issuers and Wynn Design (and otherwise acceptable to the agent under the FF&E Facility) to become part of the FF&E acquired under the FF&E Facility and subject to the first priority security interest of the FF&E Facility security documents; and

(b) a final list of the fixtures, furniture and equipment that constitutes the FF&E component shall have been delivered by the Company to the Construction Consultant and the Disbursement Agent;

(5) the title insurer shall have issued a title insurance endorsement with respect to all work performed by any contractor or subcontractor prior to the Completion Date;

(6) delivery of an update to the business plan previously delivered under the Disbursement Agreement and a written analysis of the business and prospects of Wynn Las Vegas, the Restricted Entities and their respective Restricted Subsidiaries, in each case for the period from the Completion Date through the end of the calendar year in which the Completion

Date occurs, all in form and substance satisfactory to the lenders under the Credit Agreement and the FF&E Facility;

(7) the General Contractor, the contractor under the Golf Course Construction Contract and the parking structure contractor each shall have delivered its completion certificate certifying, among other things, as to "substantial completion" of the work under its construction contract and such certifications shall have been accepted by the Issuers and Wynn Design in accordance with the Disbursement Agreement; and

(8) for each contract and subcontract for which a Payment and Performance Bond is required under the Disbursement Agreement and for which the Issuers and Wynn Design (or the applicable contractor) will release retainage as a result of Completion being achieved, the Issuers and Wynn Design shall have delivered from the surety under each Payment and Performance Bond a "Consent of Surety to Reduction in or Partial Release of Retainage" (AIA form G707A).

"*Completion Date"* means the date on which Completion occurs.

"*Completion Guarantee*" means the Completion Guarantee, dated as of the date of indenture, by the Completion Guarantor in favor of the trustee.

"Completion Guarantee Release Date" means the date on which the Completion Guarantee Release Conditions are satisfied.

"Completion Guarantee Release Conditions" has the meaning given the term "Completion Guaranty Release Conditions" in the Disbursement Agreement. That definition includes the requirements that:

(1) Completion shall have occurred,

(2) a notice of completion has been posted with respect to the Project and recorded in the Office of the County Recorder of Clark County, Nevada and the statutory period for filing mechanics liens under Nevada law with respect to work performed before filing such notice of completion has expired,

(3) the trustee and the agents for the lenders under the Credit Agreement and the FF&E Facility have received final 101.6 endorsements from the title insurer insuring the priority of their respective Liens on the Project collateral,

(4) the Issuers and Wynn Design shall have delivered to the Disbursement Agent, the trustee and the agents for the lenders under the Credit Agreement and the FF&E Facility their completion guarantee date certificate certifying that:

(a) all Project punchlist items have been completed other than punchlist items with an aggregate value (as reasonably determined by the Construction Consultant) of not more than $17.5 million so long as 150% of the Project punchlist completion amount for such uncompleted punchlist items shall have been reserved in a segregated account which is subject to a perfected first priority security interest in favor of the Disbursement Agent on behalf of the Project secured parties, and

(b) the Issuers and Wynn Design have settled with the contractors all claims for payments and amounts due under the construction contracts and the Issuers and Wynn Design have received a final lien release from each contractor and subcontractor as required under the Disbursement Agreement, other than with respect to disputed claims (including claims subject to audit before payment) not exceeding $15.0 million in the aggregate so long as an amount

equal to such disputed amounts shall have been reserved in a segregated account which is subject

to a perfected first priority security interest in favor of the Disbursement Agent on behalf of the Project secured parties,

(5) the Construction Consultant shall have delivered its completion guarantee date certificate, and

(6) the Issuers and Wynn Design shall have delivered from the surety under each Payment and Performance Bond required under the Disbursement Agreement a "Consent of Surety to Final Payment" (AIA form G707) other than with respect to contracts and subcontracts which the Issuers and Wynn Design are disputing amounts in accordance with clause (4)(b) of this definition.

"*Consolidated Cash Flow*" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period *plus*:

(1) an amount equal to any extraordinary loss plus any net loss realized by such Person or any of its Restricted Subsidiaries in connection with an Asset Sale, to the extent such losses were deducted in computing such Consolidated Net Income; *plus*

(2) provision for taxes based on income or profits or the Tax Amount of such Person and its Restricted Subsidiaries for such period, to the extent that such provision for taxes or Tax Amount was included in computing such Consolidated Net Income; *plus*

(3) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued and whether or not capitalized (including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net of the effect of all payments made or received pursuant to Hedging Obligations), to the extent that any such expense was deducted in computing such Consolidated Net Income; *plus*

(4) depreciation, amortization (including amortization of goodwill and other intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period), and other non-cash expenses (excluding any such non-cash expense to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense) of such Person and its Restricted Subsidiaries for such period to the extent that such depreciation, amortization and other non-cash expenses were deducted in computing such Consolidated Net Income; *plus*

(5) any pre-opening expenses, to the extent such pre-opening expenses were deducted in calculating Consolidated Net Income on a consolidated basis; *plus*

(6) non-cash items reducing Consolidated Net Income for such period; *minus*

(7) non-cash items increasing such Consolidated Net Income for such period, other than the accrual of revenue in the ordinary course of business,

in each case, on a consolidated basis and determined in accordance with GAAP.

Notwithstanding the preceding, the provision for taxes based on the income or profits of, and the depreciation and amortization and other non-cash expenses of, a Restricted Subsidiary of Wynn Las Vegas will be added to Consolidated Net Income to compute Consolidated Cash Flow of Wynn Las Vegas only to the extent that a corresponding amount would be permitted at the date of determination to be distributed to Wynn Las Vegas by such Restricted Subsidiary without prior governmental approval that has not been obtained, and

without direct or indirect restriction pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to that Subsidiary or its equity holders.

"*Consolidated EBITDA*" of any Person for any period, means consolidated net income of such Person and its Subsidiaries for such period *plus*, without duplication and to the extent reflected as a charge in the statement of such consolidated net income for such period, the sum of (a) income tax expense or the Tax Amount (whether or not paid during such period), (b) consolidated interest expense of such Person and its Subsidiaries, amortization or write-off of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with indebtedness (including, in the case of Wynn Las Vegas, the loans and letters of credit under the Credit Agreement), (c) depreciation and amortization expense, (d) amortization of intangibles (including, but not limited to, goodwill) and organization costs and (e) any extraordinary expenses or losses (and whether or not otherwise includable as a separate item in the statement of such consolidated net income for such period, losses on sales of assets outside of the ordinary course of business and pre-opening expenses, if any, related to the opening of the Project) and *minus*, to the extent included in the statement of such consolidated net income for such period, the sum of (a) interest income (except to the extent deducted in determining consolidated interest expense) and (b) any extraordinary income or gains (and whether or not otherwise includable as a separate item in the statement of such consolidated net income for such period, gains on the sales of assets outside of the ordinary course of business), all as determined on a consolidated basis.

"*Consolidated Leverage Ratio*" means as at the last day of any period of four consecutive fiscal quarters, the ratio of (a) Consolidated Total Debt on such day to (b) Consolidated EBITDA of Wynn Las Vegas and its Subsidiaries for such period.

"*Consolidated Member*" means a corporation, other than the common parent, that is a member of an affiliated group (as defined in Section 1504 of the Code) of which Wynn Resorts, any Restricted Entity or any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity is the common parent.

"*Consolidated Net Income*" means, with respect to any specified Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP. For purposes of determining Consolidated Net Income:

(1) the Net Income (but not loss) of any Person that is not a Subsidiary or that is accounted for by the equity method of accounting will be included only to the extent of the amount of dividends or distributions paid in cash to the specified Person or a Wholly Owned Restricted Subsidiary of such Person;

(2) the Net Income of any Restricted Subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its equity holders;

(3) the Net Income of any Person acquired in a pooling of interests transaction for any period prior to the date of such acquisition will be excluded;

(4) the Net Income of any Unrestricted Subsidiary will be excluded, whether or not distributed to the specified Person or one of its Subsidiaries; and

(5) the cumulative effect of a change in accounting principles will be excluded.

"*Consolidated Net Worth*" means, with respect to any specified Person as of any date, the sum of:

(1) the consolidated equity of the common stockholders of such Person and its consolidated Restricted Subsidiaries as of such date; plus

(2) the respective amounts reported on such Person's balance sheet as of such date with respect to any series of preferred equity (other than Disqualified Stock) that by its terms is not entitled to the payment of dividends unless such dividends may be declared and paid only out of net earnings in respect of the year of such declaration and payment, but only to the extent of any cash received by such Person upon issuance of such preferred equity.

"*Consolidated Total Debt*" means at any date, the aggregate principal amount of all indebtedness of Wynn Las Vegas and its Subsidiaries at such date, determined on a consolidated basis in accordance with GAAP.

"*Construction Consultant*" means Inspection & Valuation International, Inc., or any other construction consultant designated under the Disbursement Agreement.

"*Construction Contract*" means the Agreement for Guaranteed Maximum Price Construction Services for Le Rêve, dated as of June 4, 2002, between Wynn Las Vegas and the General Contractor, as amended, modified or otherwise supplemented from time to time in accordance with the covenant captioned "—Amendments to Certain Agreements."

"*Construction Contract Guarantee*" means the Construction Contract Guarantee, dated as of the date of the indenture, by the Construction Contract Guarantor in favor of the trustee, as amended, modified or otherwise supplemented from time to time in accordance with the covenant captioned "—Amendments to Certain Agreements."

"*Construction Contract Guarantor*" means Austi, Inc., a Nevada corporation.

"*Continuing Directors*" means, as of any date of determination, with respect to any Person, any member of the board of directors of such Person who:

(1) was a member of such board of directors on the date of the indenture;

(2) was nominated for election or elected to such board of directors with the approval of a majority of the Continuing Directors who were members of such board at the time of such nomination or election; or

(3) in the case of a limited liability company, was nominated by the direct or indirect board of directors of its managing member or sole member.

"*Credit Agreement*" means the Credit Agreement, dated as of the date of the indenture, by and among Wynn Las Vegas, the lenders party thereto, Deutsche Bank Securities Inc., as lead arranger and joint book running manager, Deutsche Bank Trust Company Americas, as administrative agent and swing line lender, Banc of America Securities LLC, as lead arranger, joint book running manager and syndication agent, Bear Stearns & Co. Inc., as arranger and joint book running manager, Bear Stearns Corporate Lending Inc., as joint documentation agent, Deutsche Bank AG., New York Branch, as arranger and joint documentation agent,

and J.P. Morgan Securities Inc., as joint documentation agent, including any related notes, guarantees, collateral documents, instruments and agreements executed in connection therewith, and in each case (1) as amended, supplemented, amended and restated or

otherwise modified from time to time, or (2) as renewed, refunded, replaced or refinanced from time to time, whether with the same or different lenders or holders.

"*Dealership Lease Agreement*" means the Dealership Lease Agreement, dated as of the date of the indenture, between Wynn Las Vegas, as lessor, and Kevyn, LLC, as lessee, with respect to the lease of space at the Project for the development and operation of a Ferrari and Maserati automobile dealership, as amended, modified or otherwise supplemented from time to time in accordance with the covenant captioned "—Amendments to Certain Agreements."

"*Deeds of Trust*" means the deeds of trust entered into by the Issuers, the Guarantors and, if applicable, Wynn Resorts, from time to time in accordance with the provisions of the indenture and the Collateral Documents.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"*Desert Inn Improvement Co.*" means Desert Inn Improvement Co., a Nevada corporation.

"*Desert Inn Water Company*" means Desert Inn Water Company, LLC, a Nevada limited liability company.

"*Design/Build Contract*" means the Design/Build Agreement, effective as of June 6, 2002, by and between Wynn Las Vegas and Bomel Construction Company, Inc., as amended, modified or otherwise supplemented from time to time in accordance with the covenant captioned "—Amendments to Certain Agreements."

"*DIIC Casino Water Permit*" means the permit identified as of the date of the indenture as Permit No. 13393 (Cert. 4731) as shown in the records of the State of Nevada, Division of Water Resources, in Carson City, Nevada (and any successor or replacement permit thereto).

"*DIIC Water Permits*" means, collectively, the permits identified as of the date of the indenture as Permit No. 13393 (Cert. 4731), Permit No. 16938 (Cert. 4765), Permit No. 16939 (Cert. 4766), Permit No. 24558 (Cert. 7828), Permit No. 24560 (Cert. 7827), Permit No. 24561 (Cert. 7829), and Permit No. 25223 (Cert. 7830), in each case as shown in the records of the State of Nevada, Division of Water Resources, in Carson City, Nevada (and any successor or replacement thereto).

"*DIIC Water Transfer*" means a transfer by Desert Inn Improvement Co. at no cost and in accordance with all requirements of law and pursuant to all necessary consents of Governmental Authorities (including, if applicable, the Nevada Public Utilities Commission and the State of Nevada, Division of Water Resources) of (1) the fee ownership of the Water Utility Land to Wynn Resorts Holdings and (2) the DIIC Water Permits to (a) in the case of the DIIC Casino Water Permit, Wynn Las Vegas and (b) in the case of all other DIIC Water Permits, Wynn Resorts Holdings.

"*Disbursement Agent*" means Deutsche Bank Trust Company Americas, in its capacity as the disbursement agent under the Disbursement Agreement and its successors in such capacity pursuant to the Disbursement Agreement.

"*Disbursement Agreement*" means the Master Disbursement Agreement, dated as of the date of the indenture, among Wynn Las Vegas, Wynn Capital, Wynn Design, the trustee, a representative of the lenders under the Credit Agreement, a representative of the lenders under the FF&E Facility and the Disbursement Agent in connection with the Project, as amended, modified or otherwise supplemented from time to time in accordance with its terms.

"*Disqualified Stock*" means any capital stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder of the capital stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the capital stock, in whole or in part, on or prior to the date that is 91 days after the date on which the notes mature. Notwithstanding the preceding sentence, any capital stock that would constitute Disqualified Stock solely because the holders of the capital stock have the right to require Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries to repurchase such capital stock upon the occurrence of a change of control or an asset sale shall not constitute Disqualified Stock if the terms of such capital stock provide that Wynn Las Vegas, such Restricted Entity or such Restricted Subsidiary may not repurchase or redeem any such capital stock pursuant to such provisions unless such repurchase or redemption complies with the covenant described above under the caption "—Certain Covenants—Restricted Payments."

"*Driving Range Lease*" means the lease, dated as of the date of the indenture between Valvino Lamore, as lessor, and Wynn Las Vegas, as lessee, with respect to the lease of land on which the driving range for the 18-hole championship golf course will be located, as amended, modified or otherwise supplemented from time to time in accordance with the covenant captioned "—Amendments to Certain Agreements."

"*Entertainment Facility*" means a showroom or entertainment facility adjoining the Le Rêve hotel on the Project and connected directly to such hotel.

"*Equity Interests*" means capital stock and all warrants, options or other rights to acquire capital stock (but excluding any debt security that is convertible into, or exchangeable for, capital stock).

"*Event of Loss*" means, with respect to any property or asset (tangible or intangible, real or personal), whether in respect of a single event or a series of related events, any of the following:

(1) any loss, destruction or damage of such property or asset;

(2)

any actual condemnation, seizure or taking by exercise of the power of eminent domain or otherwise of such property or asset, or confiscation of such property or asset or the requisition of the use of such property or asset; or

(3) any settlement in lieu of clause (2) above.

"*Excluded Project Assets*" means (1) any Equity Interests held by Wynn Resorts, other than Equity Interests in Valvino Lamore or any other Restricted Entity and (2) the Released Assets.

"*Exclusive Note Collateral*" means the net proceeds of the offering of the notes, which are required, under the Disbursement Agreement, to be deposited into the Secured Account.

"*Existing Aircraft*" means the Bombardier Global Express aircraft (manufacturer's serial number 9065 and United States Registration No. N711SW (formerly N789TP)) owned by a trust of which World Travel, LLC is the beneficial interest holder.

"*Existing Stockholders*" means Stephen A. Wynn, Aruze, USA, Inc., Baron Asset Fund and the Kenneth R. Wynn Family Trust dated February 20, 1985.

"*FF&E*" means furniture, fixtures or equipment used in the ordinary course of the business of Wynn Las Vegas and its Restricted Subsidiaries.

"*FF&E Collateral*" means all assets, now owned or hereafter acquired, of either Issuer, any Guarantor or any other Person, to the extent such assets are pledged or assigned or purport to be pledged or assigned, or are required to be pledged or assigned, on a first lien priority basis, under the FF&E Facility or the related collateral documents to the lenders under the FF&E Facility, or a representative on their behalf, as security for the obligations under the FF&E Facility, together with the proceeds and products thereof, *excluding* the Aircraft Assets.

"*FF&E Financing*" means the incurrence of Indebtedness, the proceeds of which are used solely to finance the acquisition by Wynn Las Vegas or any of its Restricted Subsidiaries of, or entry into a capital lease by Wynn Las Vegas or any of its Restricted Subsidiaries with respect to, FF&E.

"*FF&E Facility*" means the Credit Agreement, dated as of the date of the indenture, among Wynn Las Vegas, the collateral agent thereunder and the lenders party thereto, including any related notes, guarantees, collateral documents, instruments and agreements executed in connection therewith, and in each case (1) as supplemented, amended and restated or otherwise modified from time to time, or (2) as renewed, refunded, replaced or refinanced from time to time in accordance with the indenture.

"*Final Completion*" has the meaning given that term in the Disbursement Agreement. That definition includes the requirement that:

(1) Completion shall have occurred,

(2) the Project shall have received a permanent certificate of occupancy from the Clark County building department (and copies of such certificates shall have been delivered to the Disbursement Agent, the agent for the lenders under the Credit Agreement, the trustee and the Construction Consultant),

(3) a notice of completion has been posted with respect to the Project and recorded in the Office of the County Recorder of Clark County, Nevada and the statutory period for filing mechanics liens under Nevada law with respect to work performed before filing such notice of completion has expired,

(4) the trustee and the agents for the lenders under the Credit Agreement and the FF&E Facility have received final 101.6 endorsements from the title insurer insuring the priority of their respective Liens on the Project collateral,

(5) the Issuers and Wynn Design shall have delivered to the Disbursement Agent, the trustee and the agents for the lenders under the Credit Agreement and the FF&E Facility its Final

Completion certificate certifying that (a) all Project punchlist items have been completed, and (b) the Issuers and Wynn Design have settled with the contractors all claims for payments and amounts due under the construction contracts and the Issuers and Wynn Design have received a final lien release from each contractor and subcontractor as required under the Disbursement Agreement,

(6) the Construction Consultant, the Project architect and the General Contractor each shall have delivered its Final Completion certificate and the Issuers, Wynn Design and the Construction Consultant shall have accepted the General Contractor's Final Completion certificate in accordance with the Disbursement Agreement,

(7) the Issuers and Wynn Design shall have delivered to the trustee and the agents for the lenders under the Credit Agreement and the FF&E Facility an "as built survey" of the Project, and

(8) the Issuers and Wynn Design shall have delivered from the surety under each Payment and Performance Bond, as required under the Disbursement Agreement, a "Consent of Surety to Final Payment" (AIA form G707).

"*Final Completion Date*" means the date on which Final Completion occurs.

"*Fixed Charge Coverage Ratio*" means with respect to any specified Person for any period, the ratio of the Consolidated Cash Flow of such Person and its Restricted Subsidiaries for such period to the Fixed Charges of such Person for such period. In the event that the specified Person or any of its Restricted Subsidiaries incurs, assumes, Guarantees, repays, repurchases or redeems any Indebtedness (other than ordinary working capital borrowings) or issues, repurchases or redeems preferred equity subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "Calculation Date"), then the Fixed Charge

Coverage Ratio will be calculated giving pro forma effect to such incurrence, assumption, Guarantee, repayment, repurchase or redemption of Indebtedness, or such issuance, repurchase or redemption of preferred equity, and the use of the proceeds therefrom as if the same had occurred at the beginning of the applicable four-quarter reference period.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

(1) acquisitions that have been made by the specified Person or any of its Restricted Subsidiaries, including through mergers or consolidations and including any related financing transactions, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date will be given pro forma effect as if they had occurred on the first day of the four-quarter reference period and Consolidated Cash Flow for such reference period will be calculated on a pro forma basis in accordance with Regulation S-X under the Securities Act, but without giving effect to clause (3) of the proviso set forth in the definition of Consolidated Net Income;

(2) the Consolidated Cash Flow attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, will be excluded; and

(3) the Fixed Charges attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, will be excluded, but only to the extent that the obligations giving rise to such Fixed Charges will not be obligations of the specified Person or any of its Restricted Subsidiaries following the Calculation Date.

"*Fixed Charges*" means, with respect to any specified Person for any period, the sum, without duplication, of:

(1) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period (excluding amortization of debt issuance costs), whether paid or accrued, including, without limitation, original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net of the effect of all payments made or received pursuant to Hedging Obligations; *plus*

(2) the consolidated interest of such Person and its Restricted Subsidiaries that was capitalized during such period; *plus*

(3) any interest expense on Indebtedness of another Person that is Guaranteed by such Person or one of its Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Restricted Subsidiaries, whether or not such Guarantee or Lien is called upon; *plus*

(4) the product of (a) all cash dividend payments or other cash distributions (and non-cash dividend payments in the case of a Person that is a Restricted Subsidiary) on any series of preferred equity of such Person, times (b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of such Person (or, in the case of a Person that is a partnership or a limited liability company, the combined federal, state and local income tax rate that was or would have been utilized to calculate the Tax Amount of such Person), expressed as a decimal, in each case, on a consolidated basis and in accordance with GAAP.

"*Floor Plan Financing*" means the floor plan financing to be obtained by Kevyn, LLC in respect of the Ferrari and Maserati automobile dealership forming part of the Project and located on the Project Site in an aggregate principal amount at any time outstanding not to exceed $5.0 million; *provided* that neither Issuer, no Restricted Entity nor any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity:

(1) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) as to such Indebtedness,

(2) is directly or indirectly liable as a guarantor or otherwise as to such Indebtedness, or

(3) constitutes the lender of such Indebtedness.

(4) in the case of Indebtedness of others secured by a Lien on any asset of the specified Person, the lesser of:

(a) the face amount of such Indebtedness (plus, in the case of any letter of credit or similar instrument, the amount of any reimbursement obligations in respect thereof), and

(b) the fair market value of the asset(s) subject to such Lien.

"*Independent Director*" means, in the case of any Person, a member of the board of directors of such Person who:

(1) does not have (and whom the board of directors of such Person has affirmatively determined does not have) any material relationship (including, without limitation, any commercial, industrial, banking, consulting, legal, accounting, charitable or familial relationship) with such Person, either directly or indirectly or as a partner, equityholder or officer of an organization that has a relationship with such Person, and

(2) is not the Principal or a Related Party,

For purposes of this definition, no member of the board of directors of any Person who is, or who has a Related Party who:

(1) is a former employee of such Person will be eligible for consideration as an "Independent Director" until the fifth anniversary of the date on which that employment ended,

(2) in the five years prior to the date of determination, has been affiliated with or employed by a present or former auditor of such Person or of any Affiliate of such Person will be eligible for consideration as an "Independent Director" until the fifth anniversary of the date on which the affiliation or the auditing relationship ended, or

"*GAAP* " means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time.

"*Gaming Authority*" means any agency, authority, board, bureau, commission, department, office or instrumentality of any nature whatsoever of the United States federal government, any foreign government, any state, province or city or other political subdivision or otherwise, whether now or hereafter in existence, including the Nevada Gaming Commission, the Nevada State Gaming Control Board, the Clark County Liquor and Gaming Licensing Board and any other applicable gaming regulatory authority or agency, in each case, with authority to regulate any gaming operation (or proposed gaming operation) owned, managed or operated by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries.

"*Gaming Facility*" means any building or other structure used or expected to be used to enclose space in which a gaming operation is conducted and (1) is wholly or partially owned, directly or indirectly, by Wynn Las Vegas or any Restricted Subsidiary of Wynn Las Vegas or (2) any portion or aspect of which is managed or used (pursuant to the Management Agreement or otherwise), or expected to be managed or used (pursuant to the Management Agreement or otherwise), by Wynn Las Vegas or a Restricted Subsidiary of Wynn Las Vegas.

"*Gaming Law*" means the gaming laws, rules, regulations or ordinances of any jurisdiction or jurisdictions to which Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries is, or may be at any time after the date of the indenture, subject.

"*Gaming License*" means any license, permit, franchise or other authorization from any Gaming Authority necessary on the date of the indenture or at any time thereafter to own, lease, operate or otherwise conduct the gaming business of Wynn Las Vegas or any of its Restricted Subsidiaries.

"*Gaming Redemption Indebtedness*" means Indebtedness of Wynn Resorts incurred solely to finance the repurchase by Wynn Resorts of Equity Interests or Indebtedness of Wynn Resorts (other than Equity Interests held by or Indebtedness owed to the Existing Stockholders) to the extent required by any Gaming Authority having jurisdiction over Wynn Las Vegas or any of its Restricted Subsidiaries for not more than the fair market value thereof in order to avoid the suspension, revocation or denial of a Gaming License by that Gaming Authority; *provided* that so long as such efforts do not jeopardize any Gaming License, Wynn Resorts and its Subsidiaries shall have diligently attempted to find a third-party purchaser for such Equity Interests or Indebtedness and no third-party purchaser acceptable to the applicable Gaming Authority was willing to purchase such Equity Interests or Indebtedness within a time period acceptable to such Gaming Authority.

"*General Contractor*" means Marnell Corrao Associates, Inc., a Nevada corporation.

"*Golf Course Construction Contract*" means the agreement to be entered into following the date of the indenture between Wynn Resorts Holdings and/or Wynn Las Vegas and a golf course contractor for the construction of the new golf course on the Project Site, as amended, modified or otherwise supplemented from time to time in accordance with the Disbursement Agreement.

"*Golf Course Design Services Agreement*" means that certain Golf Course Design Services Agreement, that Wynn Las Vegas is a party to, as amended, modified or otherwise

supplemented from time to time in accordance with covenant captioned "—Amendments to Certain Agreements."

"*Golf Course Homes*" means the golf course homes located on the periphery of the Golf Course Land not acquired by Wynn Las Vegas, any Restricted Entity or any of their respective Subsidiaries as of the date of the indenture.

"*Golf Course Land*" means that portion of the Project Site designated as the Golf Course Land in the Collateral Documents and described in an exhibit to the Disbursement Agreement, together with all improvements thereon and all rights appurtenant thereto.

"*Golf Course Lease*" means the Golf Course Lease, dated as of the date of the indenture, between Wynn Resorts Holdings, as lessor, and Wynn Las Vegas, as lessee, with respect to the lease of land on which the 18-hole championship golf course will be located, as amended, modified or otherwise supplemented from time to time in accordance with the covenant captioned "—Amendments to Certain Agreements."

"*Government Transfers*" means:

(1) any seizures, condemnations, confiscations or takings by the power of eminent domain or other similar mandatory actions, in each case by a governmental authority against real property held by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries, or

(2) any transfers of interests in real property held by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries to any State of Nevada, Clark County or local governmental authority consisting of easements, rights-of-way, dedications, exchanges or swaps or other similar transfers undertaken in the ordinary course of business in furtherance of the development, construction or operation of the Project, so long as; (a) in each case, the transferring entity receives reasonably equivalent value for the real property transferred, and (b) such transfers, individually and in the aggregate, do not materially interfere with the ordinary course of business or the assets or operations of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries, or materially detract from the value of the real property subject thereto.

"*Guarantee*" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness or other Obligations.

"*Guarantee and Collateral Agreements*" means:

(1) the Guarantee and Collateral Agreement, dated as of the date of the indenture, among the Issuers, the Restricted Entities and the trustee,

(2) any other guarantee and collateral agreement entered into by any Wynn Resorts, either Issuer, any Restricted Entity or any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity from time to time in accordance with the provisions of the indenture,

in each case, as amended, modified or otherwise supplemented from time to time in accordance with their respective terms and with the indenture and the other Collateral Documents.

"*Guarantor*" means each of:

(1) the Restricted Entities,

(2) the Restricted Subsidiaries, if any, of Wynn Las Vegas or any Restricted Entity, and

(3) any other Person (other than the Parent Guarantor) that executes a Guarantee (including pursuant to a Guarantee and Collateral Agreement) in accordance with the provisions of the indenture,

and, except to the extent the applicable Guarantee is released in accordance with the caption "—Release of Security Interests," their respective successors and assigns (other than the Issuers). A Person shall cease to be a Guarantor following the release of its Guarantee as described above under that caption.

"*Hedging Obligations*" means, with respect to any specified Person, the obligations of such Person under:

(1) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements; and

(2) other agreements or arrangements designed to protect such Person against fluctuations in interest rates.

"*Holder*" or "holder" means any registered holder, from time to time, of the notes. Only registered holders will have any rights under the indenture.

"*Indebtedness*" means, with respect to any specified Person, any indebtedness of such Person, whether or not contingent, but without duplication:

(1) in respect of borrowed money;

(2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);

(3) in respect of banker's acceptances;

(4) representing Capital Lease Obligations;

(5) representing the balance deferred and unpaid of the purchase price of any property, except any such balance that constitutes an accrued expense or trade payable; or

(6) representing any Hedging Obligations,

if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed or guaranteed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person.

The amount of any Indebtedness outstanding as of any date will be:

(1) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount;

(2) the principal amount of the Indebtedness, together with any interest on the Indebtedness that is more than 30 days past due, in the case of any other Indebtedness;

(3) in the case of a Guarantee of Indebtedness, the maximum amount of the Indebtedness guaranteed under such Guarantee; and

(3) in the five years prior to the date of determination, has been part of an interlocking directorate in which an executive officer of such Person serves on the compensation committee of another Person that employs such board member will be eligible for consideration as an "Independent Director."

Notwithstanding the preceding, no Person shall be deemed not to be an Independent Director of Wynn Resorts, any Restricted Entity or any of their respective Restricted Subsidiaries solely because such Person is a member of the Board of Directors of any direct or indirect parent of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries.

"*Intellectual Property Security Agreements*" means:

(1) the Intellectual Property Security Agreement, dated as of the date of the indenture, among the Issuers, the Restricted Entities and the trustee, and

(2) any other intellectual property security agreement entered into by Wynn Resorts, either Issuers, any Restricted Entity or any Restricted Subsidiary of Wynn Las Vegas, or any Restricted Entity from time to time in accordance with the provisions of the indenture,

in each case, as amended, modified or otherwise supplemented from time to time in accordance with their respective terms and with the indenture and the other Collateral Documents.

"*Intercreditor Agreements*" means:

(1) the Project Lenders Intercreditor Agreement, dated as of the date of the indenture, between the trustee, and a representative of the lenders under the Credit Agreement, and

(2) the FF&E Intercreditor Agreement, dated as of the date of the indenture, among the trustee, a representative of the lenders under the Credit Agreement and a representative of the lenders under the FF&E Facility.

"*Investments*" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of loans (including Guarantees or other obligations), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. If Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries sells or otherwise disposes of any Equity Interests of any Restricted Entity or any direct or indirect Restricted Subsidiary of such selling Person such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of Wynn Las Vegas, such Restricted Entity or any of their respective Restricted Subsidiaries, as the case may be, then Wynn Las Vegas, such Restricted Entity or such Restricted Subsidiary shall be deemed to have made an Investment on the date of any such sale or disposition equal to the fair market value of such selling Person's Investments in such Subsidiary that were not sold or disposed of in an amount determined as provided in the final paragraph of the covenant described above under the caption "—Certain Covenants—Restricted Payments." The acquisition by Wynn Las Vegas, a Restricted Entity or any of their respective Restricted Subsidiaries of a Person that holds an Investment in a third Person will be deemed to be an Investment by Wynn Las Vegas, that Restricted Entity or that Restricted Subsidiary, as the case may be, in such third Person in an amount equal to the fair market value of the Investments held by the acquired Person in such third Person in an amount determined as

provided in the final paragraph of the covenant described above under the caption "—Certain Covenants—Restricted Payments."

"*IPO*" means a bona fide underwritten initial public offering of Wynn Resorts' common stock (other than Disqualified Stock) concurrently with the closing of this offering pursuant to a registration statement that has been declared effective by the Commission.

"*Issuers*" means Wynn Las Vegas and Wynn Capital.

"*Key Project Documents*" means:

(1) the Affiliate Agreements,

(2) the Construction Contract,

(3) the Construction Contract Guarantee,

(4) the Design/Build Contract,

(5) upon execution and delivery thereof, the Golf Course Construction Contract,

(6) each Payment and Performance Bond, and

(7) all other material agreements, instruments or documents entered into by Wynn Resorts, any Restricted Entity or any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity that are necessary for the construction, ownership and operation of the Project,

in each case as amended, modified or otherwise supplemented from time to time in accordance with the Disbursement Agreement (or, if the covenant captioned "—Amendments to Certain Agreements" is applicable thereto, as amended, modified or otherwise supplemented in accordance with that covenant).

"*Lien*" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

"*Macau Project*" means the gaming and/or hotel project in Macau contemplated by the Concession Contract for the Operation of Games of Chance or Other Games in Casinos in the Macau Special Administrative Region, dated June 24, 2002, between the Macau Special Administrative Region and Wynn Resorts (Macau), S.A.

"*Management Agreement*" means the Management Agreement dated as of the date of the indenture, between Wynn Resorts as manager, the Issuers, the Restricted Entities and their respective Restricted Subsidiaries, as in effect on the date of the indenture or as amended, modified or supplemented from time to time in accordance with the covenant captioned "—Amendments to Certain Agreements."

"*Management Fees*" means any fees payable pursuant to the Management Agreement, in an aggregate amount not to exceed, during any 12-month period, 1.5% of Net Revenues of Wynn Las Vegas and its Restricted Subsidiaries for the period of four full consecutive fiscal quarters of Wynn Las Vegas most recently ended prior to the commencement of such 12-month period.

"*Management Fees Subordination Agreement*" means the Management Fees Subordination Agreement, dated as of the date of the indenture, by and among Wynn

Resorts, Wynn Las Vegas, the administrative agent under the Credit Agreement, the collateral agent under the FF&E Facility and the notes trustee.

"*Material Project Assets*" means:

(1) assets that are necessary to the development, construction or operation of the Project in accordance with the Plans and Specifications, or

(2) assets, the absence of which, would result in the Completion Date occurring after the Outside Completion Deadline. In no event shall Released Assets be considered Material Project Assets.

"*Minimum Facilities*" means, with respect to the Project:

(1) a casino which has in operation at least 1,900 slot machines and 120 table games,

(2) a resort which has approximately 70,000 gross square feet of retail space, approximately 190,000 gross square feet of convention, meeting, pre-function and reception facilities, a spa and salon complex occupying approximately 30,000 gross square feet, at least 15 food and beverage outlets, seating for approximately 1,900 persons at a show-room for an entertainment production, and approximately 1,600 parking spaces for guests and other visitors which, together with existing parking facilities, will provide approximately 3,500 parking spaces in total for employees, guests and other visitors,

(3) a hotel with at least 2,565 guest rooms and suites, and

(4) an 18-hole championship golf course on the Golf Course Land occupying approximately 130 acres of the Project property.

"*Moody's*" means Moody's Investors Service, Inc., or any successor to its statistical rating business, except that any reference to a particular rating by Moody's will be deemed to be a reference to the corresponding rating by any such successor.

"*Net Income*" means, with respect to any specified Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred equity dividends, giving effect to, without duplication, any amounts paid or distributed by Wynn Las Vegas or any of its Restricted Subsidiaries as Allocable Overhead if and to the same extent that such amounts would have been included in the calculation of net income if incurred by Wynn Las Vegas directly, and excluding however:

(1) any gain (but not loss), together with any related provision for taxes on such gain (but not loss), realized in connection with: (a) any Asset Sale; or (b) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries; and

(2) any extraordinary gain (but not loss), together with any related provision for taxes on such extraordinary gain (but not loss).

"*Net Loss Proceeds*" means the aggregate cash proceeds received by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries in respect of any Event of Loss, including, without limitation, insurance proceeds from condemnation awards or damages awarded by any judgment, net of:

(1) the direct costs in recovery of such Net Loss Proceeds (including, without limitation, legal, accounting, appraisal and insurance adjuster fees and any relocation expenses incurred as a result thereof), and

(2) amounts required to be and actually applied to the repayment of Indebtedness (other than Indebtedness that is subordinated in right of payment to the notes or the Guarantees of the notes) permitted under the indenture that is secured by a Permitted Lien on the asset or assets that were the subject of such Event of Loss that ranks prior to the security interest of the trustee in those assets, after giving effect to any provisions in the Collateral Documents and the Intercreditor Agreements as to the relative ranking of security interests, and

(3) any taxes or Tax Distributions paid or payable as a result of the receipt of such cash proceeds.

"*Net New Equity Proceeds*" means the aggregate net cash proceeds received by Wynn Las Vegas from any Person other than Wynn Capital, any Restricted Entity or any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, directly or indirectly, as a contribution to its common equity capital excluding:

(1) any capital contribution made on the Closing Date to Wynn Las Vegas in respect of the Completion Guarantee Capital Contribution or the Liquidity Reserve Capital Contribution;

(2) the Steve Wynn Capital Contribution; and

(3) any capital contribution from a Qualified Equity Offering to the extent those proceeds are used to redeem the notes in compliance with the provisions described under the caption "—Optional Redemption."

"*Net Proceeds*" means the aggregate cash proceeds received by Wynn Las Vegas, any Restricted Entity, or any of their respective Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of:

(1) the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result of the Asset Sale and taxes or Tax Distributions paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements,

(2) amounts, if any, required to be, and in fact, applied to the prepayment of Indebtedness permitted under the indenture (other than Indebtedness that is subordinated in right of payment to the notes or the Guarantees of the notes) secured by a Permitted Lien on the asset or assets that were the subject of such Asset Sale that ranks prior to the security interest of the trustee in those assets, after giving effect to any provisions in the Collateral Documents and the Intercreditor Agreements as to the relative ranking of security interests, and

(3) any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP.

"*Net Revenues*" means, for any period, the net revenues of Wynn Las Vegas and its Restricted Subsidiaries, as set forth on Wynn Las Vegas' income statement for the relevant period under the line item "net revenues," calculated in accordance with GAAP and with Regulation S-X under the Securities Act and in a manner consistent with that customarily utilized in the gaming industry.

"*Nevada PUC*" means the Public Utilities Commission of Nevada.

"*Non-Project Assets*" means the Released Assets and:

(1) assets that are not necessary to the development, construction and operation of the Project in accordance with the Plans and Specifications, and

(2) assets, the absence of which would not result in the Completion Date occurring after the Outside Completion Deadline.

"*Non-Recourse Debt*" means Indebtedness:

(1) as to which neither Issuer, no Restricted Entity or any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness), (b) is directly or indirectly liable as a guarantor or otherwise, or (c) constitutes the lender;

(2) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary of Wynn Las Vegas) would permit upon notice, lapse of time or both any holder of any other Indebtedness of either Issuer, any Restricted Entity or any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity; and

(3) as to which the lenders have been notified in writing that they will not have any recourse to the stock or assets of either Issuer, any Restricted Entity or any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity.

"*Obligations*" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness (including, without limitation, interest accruing at the then applicable rate provided in such documentation after the maturity of such Indebtedness and interest accruing at the then applicable rate provided in such documentation after the filing of a petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any debtor under such documentation, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding).

"*Office Building Lease*" means the Lease, dated as of the date of the indenture, between Valvino Lamore, as lessor, and Wynn Las Vegas, as lessee, with respect to the lease of space in the building existing, on the date of the indenture, on the Phase II Land, as amended, modified or otherwise supplemented from time to time in accordance with the covenant captioned "—Amendments to Certain Agreements."

"*Opening Date*" means the date on which all or any portion of the Project is open for business, and the opening conditions set forth in the Disbursement Agreement have been satisfied.

"*Outside Completion Deadline*" means September 30, 2005, as that date may be extended from time to time pursuant to the Disbursement Agreement.

"*Parent Guarantee*" means a Guarantee by Wynn Resorts, in the event that it is required to provide a Guarantee by the provisions of the covenant under the caption "—Restrictions on Incurrence of Indebtedness and Guarantees by Wynn Resorts."

"*Parent Guarantor*" means Wynn Resorts, in the event that it is required to provide a Guarantee by the provisions of the covenant under the caption "—Restrictions on Incurrence of Indebtedness and Guarantees by Wynn Resorts."

"*Parent Security Agreement*" means a security agreement entered into by Wynn Resorts, in the event that it is required to provide a security interest by the provisions of the covenant under the caption "—Restrictions on Incurrence of Indebtedness and Guarantees by Wynn Resorts."

"*Parking Facility Lease*" means the Parking Facility Lease, dated as of the date of the indenture, between Valvino Lamore, as lessor, and Wynn Las Vegas, as lessee, with respect to the lease of land on which the parking lot structure for use by Wynn Las Vegas' employees will be located, as amended, modified or otherwise supplemented from time to time in accordance with the covenant captioned "—Amendments to Certain Agreements."

"*Pass Through Entity*" means any of (1) a grantor trust for federal or state income tax purposes or (2) an entity treated as a partnership or a disregarded entity for federal or state income tax purposes.

"*Permitted Business*" means:

(1) the gaming business;

(2) all businesses whether or not licensed by a Gaming Authority which are necessary for, incident to, useful to, arising out of, supportive of or connected to the development, ownership or operation of a Gaming Facility;

(3) any development, construction, ownership or operation of lodging, retail and restaurant facilities, sports or entertainment facilities, food and beverage distribution operations, transportation services (including operation of the Aircraft Assets), sales, leasing and repair of automobiles, parking services, or other activities related to the foregoing;

(4) any business (including any related and legally permissible internet business) that is a reasonable extension, development or expansion of any of the foregoing; and

(5) the ownership by a Person of capital stock in its direct Wholly Owned Subsidiaries.

"*Permitted C-Corp. Conversion*" means a transaction resulting in Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries becoming a subchapter "C" corporation under the Code, so long as, in connection with such transaction:

(1) the subchapter "C" corporation resulting from such transaction is a corporation organized and existing under the laws of any state of the United States or the District of Columbia and the Beneficial Owners of the Equity Interests of the subchapter "C" corporation shall be the same, and shall be in the same percentages, as the Beneficial Owners of Equity Interests of the applicable entity immediately prior to such transaction;

(2) the subchapter "C" corporation resulting from such transaction assumes in writing all of the obligations, if any, of the applicable entity under (a) the indenture, the notes, the Guarantees by the Guarantors and the Collateral Documents and (b) all other documents and instruments to which such Person is a party (other than, in the case of clause (a) only, any documents and instruments that, individually or in the aggregate, are not material to the subchapter "C" corporation);

(3) the subchapter "C" corporation resulting from such transaction complies with the covenant entitled "—Additional Collateral; Formation or Acquisition of Restricted Subsidiaries, Designation of Unrestricted Subsidiaries as Restricted Subsidiaries or Permitted C-Corp. Conversion";

(4) the trustee is given not less than 45 days' advance written notice of such transaction and evidence satisfactory to the trustee (including, without limitation, title insurance and a satisfactory opinion of counsel) regarding the maintenance of the perfection and priority

of liens granted, or intended to be granted, in favor of the trustee in the Collateral following such transaction;

(5) such transaction would not cause or result in a Default or an Event of Default;

(6) such transaction does not result in the loss or suspension or material impairment of any Gaming License unless a comparable Gaming License is effective prior to or simultaneously with such loss, suspension or material impairment;

(7) such transaction does not require any holder or Beneficial Owner of the notes to obtain a Gaming License or be qualified or found suitable under the laws of any applicable gaming jurisdiction;

(8) Wynn Las Vegas shall have delivered to the trustee an opinion of counsel of national repute in the United States reasonably acceptable to the trustee confirming that neither Issuer, nor any Restricted Entity nor any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, nor any Guarantor nor any of the holders will recognize income, gain or loss for U.S. federal or state income tax purposes as a result of such Permitted C-Corp. Conversion; and

(9) Wynn Las Vegas shall have delivered to the trustee a certificate of the chief financial officer of Wynn Las Vegas confirming that the conditions in clauses (1) through (8) have been satisfied.

"*Permitted Investments*" means:

(1) any Investment (excluding any Investment by a Person that is a Guarantor in a Person, other than Wynn Las Vegas, that is not a Guarantor):

(a) by any entity in Wynn Las Vegas or in a Wholly Owned Subsidiary of Wynn Las Vegas;

(b) between Wynn Resorts Holdings and Valvino Lamore, excluding an Investment that includes any or all of the Golf Course Land, unless such Golf Course Land is then a Released Asset,

(c) by (i) any Restricted Entity or any Restricted Subsidiary of a Restricted Entity, that, in each case, is not a Guarantor in (ii) any Restricted Entity or any Restricted Subsidiary of a Restricted Entity that, in each case, is a Guarantor, or

(d) by any Wynn Group Entity in any Restricted Entity,

so long as (i) the entity in which any such Investment is made is engaged in a Permitted Business, and (ii) such Investment is evidenced by capital stock or intercompany notes that are pledged to the trustee as Primary Note Collateral;

(2) any Investment in Cash Equivalents;

(3) any Investment by Wynn Las Vegas or any Restricted Subsidiary of Wynn Las Vegas in a Person that is engaged in a Permitted Business and that is evidenced by capital stock or intercompany notes that are pledged to the trustee as Primary Note Collateral, if as a result of such Investment:

(a) such Person becomes a Wholly Owned Restricted Subsidiary of Wynn Las Vegas; or

(b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys all or substantially all of its assets to, or is liquidated into, Wynn Las Vegas or a Wholly Owned Restricted Subsidiary of Wynn Las Vegas, and such Investment complies with the provisions of the covenant captioned "—Merger, Consolidation or Sale of Assets";

(4) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale or an Event of Loss of the type contemplated by clause (3) of the definition of "Event of Loss" that was made pursuant to and in compliance with the covenant described above under the caption "—Repurchase at the Option of Holders—Asset Sales" or "—Events of Loss";

(5) any acquisition of assets acquired solely with Net New Equity Proceeds;

(6) any extensions of trade credit in the ordinary course of business and Investments received in compromise or settlement of obligations of trade creditors or customers that were incurred in the ordinary course of business, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer;

(7) Hedging Obligations;

(8) to the extent constituting an Investment, licenses of patents, trademarks and other intellectual property rights granted by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries in the ordinary course of business and not interfering in any material respect with the ordinary conduct of the business of such Person;

(9) the Water Rights Transfer; and

(10) to the extent constituting Investments, the incurrence of Indebtedness of Wynn Las Vegas, any Restricted Entity or Restricted Subsidiary, outstanding on the date of the indenture, and any Permitted Refinancing Indebtedness thereof.

"*Permitted Liens*" means:

(1) Liens on property of a Person existing at the time such Person is merged into or consolidated with Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries, so long as such Liens were in existence prior to the contemplation of such merger or consolidation and do not extend to any assets other than those of the Person merged into or consolidated with Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries;

(2) Liens in favor of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries (other than Liens granted by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries), so long as if any such Liens are on any or all of the Collateral, such Liens are either:

(a) collaterally assigned to the trustee, or

(b) contractually subordinated to the security interests in favor of the trustee securing the obligations under the notes and the Guarantees to at least the same extent as those security interests in favor of the trustee are subordinated to the liens in favor of the representative of the lenders under the Credit Agreement pursuant to the Project Lenders Intercreditor Agreement;

(3) Liens on property existing at the time of acquisition thereof by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries (other than materials, supplies or FF&E acquired in connection with developing, constructing, expanding or equipping of the Project), so long as such Liens were in existence prior to the contemplation of such acquisition;

(4) Liens existing on the date of the indenture and disclosed in the title commitment for the Deeds of Trust relating to the Project or in the applicable schedule(s) to the Credit Agreement, as in effect on the date of the indenture;

(5) Liens to secure performance of statutory obligations of landlords and carriers, warehousemen, mechanics, suppliers, materialmen, repairmen or other like obligations arising in the ordinary course of business and with respect to amounts not yet delinquent for a period of more than 30 days or which are being contested in good faith by an appropriate process of law, so long as a reserve or other appropriate provision as shall be required by GAAP shall have been made therefor;

(6) prior to Final Completion, any Liens permitted under the Disbursement Agreement;

(7) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded, so long as any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor;

(8) Liens on the Collateral created by the indenture and the Collateral Documents securing the Indebtedness and other Obligations under the indenture and the Collateral Documents;

(9) Liens on the Collateral (other than the Exclusive Note Collateral) securing Indebtedness and other Obligations under the Credit Agreement that were permitted by the terms of the indenture to be incurred;

(10) Liens on FF&E or other property or assets to secure Indebtedness permitted by clause (7) of the second paragraph of the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Equity," so long as such Liens do not at any time encumber any assets or property other than the assets or property financed by such Indebtedness, and the proceeds (including insurance proceeds), products, rents, profits, accessions and replacements thereof or thereto;

(11) Liens, pledges or deposits to secure the performance of bids, trade contracts (other than borrowed money), leases, statutory obligations, appeal bonds and other obligations of like nature, in each case, in the ordinary course of business, and lease obligations or nondelinquent obligations under workers' compensation, unemployment insurance or similar legislation;

(12) without duplication, (i) Government Transfers, and (ii) easements, rights-of-way, restrictions, zoning, minor defects or irregularities in title and other similar charges or encumbrances not interfering in any material respect with the business or assets of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries incurred in the ordinary course of business;

(13) Liens on Equity Interests in, and assets of, Unrestricted Subsidiaries of Wynn Las Vegas that secure Non-Recourse Debt of Unrestricted Subsidiaries;

(14) Liens on assets or property of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries arising by reason of any attachment or judgment not constituting an Event of Default under the indenture, so long as:

(a) such Liens are being contested in good faith by appropriate proceedings, and

(b) such Liens are adequately bonded or adequate reserves have been established on the books of the applicable Person in accordance with GAAP;

(15) to the extent constituting Liens, ground leases and subleases in respect of the real property owned or leased by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries, to the extent that such ground leases and subleases are permitted under the indenture and the Collateral Documents and any leasehold mortgage on the lessee's leasehold interest in the underlying real property in favor of any party financing the lessee under any such lease or sublease, so long as:

(a) neither Issuer nor any Restricted Entity nor any of their respective Restricted Subsidiaries is liable for the payment of any principal of, or interest, premiums or fees on, such financing, and

(b) the affected lease and leasehold mortgage are expressly made subject and subordinate to the Lien of the applicable mortgage securing the notes, or a Guarantee of the notes, as the case may be;

(16) Uniform Commercial Code financing statements filed for precautionary purposes in connection with any true lease of property leased by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries, so long as any such financing statement does not cover any property other than the property subject to such lease and the proceeds (including insurance proceeds), products, rents, profits, accessions and replacements thereof or thereto;

(17) Liens securing Permitted Refinancing Indebtedness incurred in accordance with the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Equity," so long as:

(a) the Indebtedness being refinanced by such Permitted Refinancing Indebtedness was secured, and

(b) such Liens do not at any time encumber any assets or property other than the assets or property secured by the Indebtedness being refinanced by such Permitted Refinancing Indebtedness, and the proceeds (including insurance proceeds), products, rents, profits, accessions and replacements thereof or thereto;

(18) Liens securing Indebtedness incurred in accordance with clauses (10), (11) and (12) of the second paragraph of the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Equity";

(19) Liens created or expressly contemplated by the Affiliate Agreements, in each case as in effect on the date of the indenture, so long as such Liens do not secure Indebtedness;

(20) Liens securing Hedging Obligations permitted to be incurred in accordance with clause (5) of the second paragraph of the covenant described under the caption "—Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Equity";

(21) licenses of patents, trademarks and other intellectual property rights granted by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries in the ordinary course of business and not interfering in any material respect with the ordinary conduct of the business of such Person;

(22) Liens on cash disbursed pursuant to the Disbursement Agreement and deposited with, or held for the account of, Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries securing reimbursement obligations under performance bonds, guaranties, trade letters of credit, bankers' acceptances or similar instruments permitted under clause (14) of the second paragraph of the covenant captioned "—Incurrence of Indebtedness and Issuance of Preferred Equity," granted by Wynn Las Vegas, any

Restricted Entity or any of their respective Restricted Subsidiaries in favor of the issuers of such performance bonds, guaranties, trade letters of credit or bankers' acceptances, so long as:

(a) any cash disbursed to secure such reimbursement obligations is invested in Permitted Securities only, and

(b) the amount of cash and/or Permitted Securities secured by such Liens does not exceed 110% of the amount of the Indebtedness secured thereby (ignoring, for purposes of this clause (b), any interest earned or paid on such cash and any dividends or distributions declared or paid in respect of such Permitted Investments);

(23) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; and

(24) Liens not specified in clauses (1) through (23) above and not otherwise permitted by the covenant described under the caption "—Certain Covenants—Liens," so long as the aggregate outstanding principal amount of the obligations secured by all such Liens in the aggregate does not exceed $1.0 million at any one time (collectively for all assets and property subject to such Liens).

With respect to any Collateral, notwithstanding the definition of "Permitted Liens," a Lien shall not be a Permitted Lien on such Collateral except to the extent that any applicable Collateral Document expressly permits the applicable Person to create, incur, assume or suffer to exist such Lien on such Collateral.

"*Permitted Refinancing Indebtedness*" means any Indebtedness of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, amend and restate, restate, defease or refund other Indebtedness of any Person (other than intercompany Indebtedness), so long as:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness extended, refinanced, renewed, replaced, defeased or refunded (plus all accrued interest on the Indebtedness and the amount of all expenses and premiums incurred in connection therewith), so long as if such Indebtedness is secured by a Lien described in clause (10) of the definition of "Permitted Liens," the principal amount, or accreted value will not exceed the then current fair market value of the asset so encumbered;

(2) such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(3) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the notes or the Guarantees of the notes, such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and is subordinated in right of payment to, the notes on terms at least as favorable to the Holders of notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and

(4) such Indebtedness is incurred by the Person that is the obligor on the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded.

"*Permitted Securities"* means:

(1) marketable direct obligations issued by, or unconditionally quaranteed by, the United States government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within 18 months from the date of acquisition; or

(2) shares of money market, mutual or similar funds which invest exclusively in assets satisfying the requirements of clause (1) of this definition.

"*Person*" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"*Phase II Land*" means the approximately 20-acre portion of the Project Site designated as the Phase II Land in the Collateral Documents, together with all improvements thereon and all rights appurtenant thereto.

"*Plans and Specifications*" has the meaning given that term in the Disbursement Agreement.

"*Point of Diversion*" means, with respect to any Water Permit, the location designated under such Water Permit where a well can be located for the draw of water under such Water Permit.

"*Presumed Tax Liability*" means, for any Person that is not a Pass Through Entity for any period, an amount equal to the product of (a) the Taxable Income allocated or attributable to such Person (directly or through one or more tiers of Pass Through Entities) (net of taxable losses allocated to such Person with respect to Wynn Las Vegas, the Completion Guarantor, any Restricted Entity or any of their respective Restricted Subsidiaries that (i) are, or were previously, deductible by such Person and (ii) have not previously reduced Taxable Income), and (b) the Presumed Tax Rate.

"*Presumed Tax Rate*" with respect to any Person for any period means the highest effective combined Federal, state and local income tax rate applicable during such period to a corporation organized under the laws of the State of Nevada, taxable at the highest marginal Federal income tax rate and the highest marginal Nevada and Las Vegas income tax rates (after giving effect to the Federal income tax deduction for such state and local income taxes, taking into account the effects of the alternative minimum tax, such effects being calculated on the assumption that such Person's only taxable income is the income allocated or attributable to such Person for such period (directly or through one or more tiers of Pass Through Entities) with respect to its equity interest in Wynn Las Vegas, the Completion Guarantor, any Restricted Entity or any of their respective Restricted Subsidiaries that is a Pass Through Entity). In determining the Presumed Tax Rate, the character of the items of income and gain comprising Taxable Income (*e.g.* ordinary income or long term capital gain) shall be taken into account.

"*Primary Note Collateral*" means all Collateral, other than the FF&E Collateral, together with the proceeds and products thereof (including, without limitation, the proceeds of Asset Sales).

"*Principal*" means Stephen A. Wynn.

"*Project*" means the Le Rêve Casino Resort, a large scale luxury hotel and destination casino resort, with related parking structure and golf course facilities to be developed on the

Project Site, all as more particularly described in the applicable exhibit to the Disbursement Agreement.

"*Project Assets*" means, with respect to the Project at any time, all of the assets then in use related to the Project including any real estate assets, any buildings or improvements thereon, and all equipment, furnishings and fixtures, but excluding any obsolete personal property determined by Wynn Las Vegas' board of directors to be no longer useful or necessary to the operations or support of the Project.

"*Project Budget*" means the Project Budget attached as an exhibit to the Disbursement Agreement.

"*Project Lease and Easement Agreements*" means:

(1) the Golf Course Lease,

(2) the Parking Facility Lease,

(3) the Driving Range Lease,

(4) the Office Building Lease,

(5) the Shuttle Easement Agreement, and

(6) the Dealership Lease Agreement,

in each case, as amended, modified or otherwise supplemented from time to time in accordance with the covenant captioned "Amendments to Certain Agreements."

"*Project Related Indebtedness*" means Indebtedness for borrowed money incurred by Wynn Resorts, the proceeds of which are contributed, directly or indirectly, as common equity capital to Wynn Las Vegas and its Restricted Subsidiaries, so long as neither Issuer, no Restricted Entity nor any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity:

(1) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) as to such Indebtedness,

(2) is directly or indirectly liable as a guarantor or otherwise as to such Indebtedness, or

(3) constitutes the lender of such Indebtedness.

"*Project Site*" means the approximately 212-acre site upon which the Project will be located, together with all easements, licenses and other rights running for the benefit of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries and/or appurtenant thereto, and all as more particularly described in the exhibit captioned "Project Site" in the indenture.

"*Qualified Equity Offering*" means a bona fide offering of common stock (other than Disqualified Stock) of Wynn Resorts which results in gross proceeds to Wynn Resorts of at least $50.0 million, to the extent that such gross receipts are contributed as a cash common equity contribution to Wynn Las Vegas.

"*Qualified Intercompany Agreement*" means any agreement entered into by or among one or more of the Restricted Entities, on the one hand, and one or more of Wynn Resorts or any of its Subsidiaries, on the other hand, for the provision of goods, rights and/or services to be used in Permitted Businesses related to or in connection with and, in any event, for the benefit of, the Project, so long as the Affiliate Transactions effected under such Qualified Intercompany Agreement satisfy the requirements of the covenant captioned "—Transactions with Affiliates."

"*Related Party*" means:

(1) any 80% (or more) owned Subsidiary, heir, estate, lineal descendent or immediate family member of the Principal; or

(2) any trust, corporation, partnership or other entity, the beneficiaries, equity holders, partners, owners or Persons beneficially holding an 80% or more controlling interest of which consist of the Principal and/or such other Persons referred to in the immediately preceding clause (1).

"*Released Assets*" means any item of Collateral for which conditions to its release are expressly set forth in the indenture or the Collateral Documents (it being understood that conditions incorporated by reference to the Credit Agreement or other documents shall be considered expressly set forth for this purpose), and as to which such conditions have been met, including, subject to meeting the applicable conditions, the Golf Course Land, the Phase II Land, the funds securing the Completion Guarantee (initially, $50.0 million) and the funds deposited in the Liquidity Reserve Account (initially, $30.0 million). Any such item of Collateral shall cease to be a Released Asset in the event, and to the extent, that Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries is required to grant a security interest therein in favor of the trustee to secure the notes or a guarantee of the notes pursuant to the covenants captioned "—Release of Golf Course Land and Phase II Land—Release of Portions of the Golf Course Land" and "—Release of Golf Course Land and Phase II Land—Release of the Phase II Land."

"*Replacement Aircraft*" means the corporate aircraft to be acquired with Replacement Aircraft Indebtedness.

"*Replacement Aircraft Indebtedness*" means Indebtedness represented by Capital Lease Obligations, mortgage financings or purchase money obligations incurred by Wynn Resorts or a direct Wholly Owned Subsidiary (which may be a trust) of Wynn Resorts (other than Wynn Capital, Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries) for the purpose of financing all or part of the purchase price of a Replacement Aircraft, so long as:

(1) the principal amount of such Indebtedness does not exceed the cost (including sales and excise taxes, installation and delivery charges and other direct costs of, and other direct expenses paid or charged in connection with, such purchase) of the Replacement Aircraft purchased with the proceeds thereof,

(2) the aggregate principal amount of such Indebtedness does not exceed $55.0 million at any time outstanding, and

(3) neither Issuer, no Restricted Entity nor any of their respective Restricted Subsidiaries:

  (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) as to such Indebtedness,

  (b) is directly or indirectly liable as a guarantor or otherwise as to such Indebtedness, or

  (c) constitutes the lender of such Indebtedness.

"*Restricted Entity*" means any of Desert Inn Water Company, LLC, Valvino Lamore, Wynn Design, Wynn Resorts Holdings, Las Vegas Jet, LLC, World Travel, LLC and Palo, LLC.

"*Restricted Investment*" means an Investment other than a Permitted Investment.

"*Restricted Subsidiary*" means (1) as to Wynn Las Vegas, any Subsidiary of Wynn Las Vegas that is not an Unrestricted Subsidiary, or (2) as to any Restricted Entity, any Subsidiary

of a Restricted Entity, other than (a) any other Restricted Entity, (b) the Issuers or (c) any Subsidiary of either Issuer.

"*S&P*" means Standard & Poor's Rating Services, a division of the McGraw Hill Companies, Inc., or any successor to its statistical rating business, except that any reference to a particular rating by S&P shall be deemed to be a reference to the corresponding rating by any such successor.

"*Shuttle Easement Agreement*" means the Easement Agreement, dated as of the date of the indenture, among Wynn Resorts Holdings, Valvino Lamore and Wynn Las Vegas, as amended, modified or otherwise supplemented from time to time in accordance with the covenant captioned "—Amendments to Certain Agreements."

"*Significant Restricted Entity*" means:

(1) Valvino Lamore,

(2) Wynn Resorts Holdings,

(3) Desert Inn Water Company, or

(4) any Restricted Entity if it (a) contributes at least 10% of the Restricted Entities' total consolidated income from continuing operations before income taxes, extraordinary items, or (b) owns at least 10% of the Restricted Entities' total assets on a consolidated basis.

"*Significant Restricted Subsidiary*" means:

(1) with respect to any Restricted Subsidiary of Wynn Las Vegas, such Subsidiary if it (a) contributes at least 10% of Wynn Las Vegas' and its Restricted Subsidiaries' total consolidated income from continuing operations before income taxes, extraordinary items, or (b) owns at least 10% of Wynn Las Vegas' and its Restricted Subsidiaries' total assets on a consolidated basis, and

(2) with respect to any Restricted Subsidiary of a Restricted Entity, such Subsidiary if it (a) contributes at least 10% of the Restricted Entities' and their Restricted Subsidiaries' total consolidated income from continuing operations before income taxes, extraordinary items, or (b) owns at least 10% of the Restricted Entities' and their Restricted Subsidiaries' total assets on a consolidated basis.

"*Solvent*" means, when used with respect to any Person, as of any date of determination:

(1) the amount of the "present fair saleable value" of the assets of such Person will, as of such date, exceeds the amount of all "liabilities of such Person, contingent or otherwise," as of such date, as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors,

(2) such Person does not reasonably expect that such person may be unable to pay the liability of such Person on its debts as such debts become absolute and matured,

(3) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business,

(4) such Person will be able to pay its undisputed debts generally as they mature, and

(5) such Person is not insolvent within the meaning of any applicable requirements of law.

In addition, for purposes of this definition, (a) "debt" means liability on a "claim," and (b) "claim" means any (i) right to payment, whether or not such a right is reduced to

judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (ii) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured.

"*Stated Maturity*" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"*Stockholders Agreement*" means that certain Stockholders Agreement, dated as of April 11, 2002, by and among Stephen A. Wynn, Baron Asset Fund and Aruze USA, as in effect on the date of the indenture.

"*Subsidiary*" means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of capital stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership (a) the sole general partner or the managing general partner of which is that Person or a Subsidiary of that Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

"*Tax Amount*" means, with respect to any period, (1) in the case of any direct or indirect member of any of Wynn Las Vegas, the Completion Guarantor, any Restricted Entity or any of their respective Restricted Subsidiaries that is a Pass Through Entity, the Presumed Tax Liability of such direct or indirect member, and (2) with respect to any of Wynn Las Vegas, the Completion Guarantor, the Restricted Entities or any of their respective Restricted Subsidiaries that are Consolidated Members, the aggregate federal income tax liability such Persons would owe for such period if each was a corporation filing federal income tax returns on a stand alone basis at all times during its existence and, if any of the Consolidated Members files a consolidated or combined state income tax return such that it is not paying its own state income taxes, then Tax Amount shall also include the aggregate state income tax liability such Consolidated Members would have paid for such period if each was a corporation filing state income tax returns on a stand alone basis at all times during its existence.

"*Tax Distribution*" means a distribution in respect of taxes pursuant to clause (5) of the second paragraph of the covenant described above under the caption "Certain Covenants—Restricted Payments."

"*Tax Indemnification Agreement*" means the Tax Indemnification Agreement, dated as of the date of the indenture, among Wynn Resorts, Valvino Lamore, Stephen A. Wynn, Aruze USA, Baron Asset Fund, a Massachusetts business trust, on behalf of the Baron Asset Fund Series, Baron Asset Fund, a Massachusetts business trust, on behalf of the Baron Growth Fund Series, and Kenneth R. Wynn Family Trust dated February 20, 1985, as amended, modified or otherwise supplemented from time to time in accordance with the covenant captioned "—Amendments to Certain Agreements."

"*Taxable Income*" means, with respect to any Person for any period, the taxable income or loss of such Person for such period for federal income tax purposes as a result of such Persons equity ownership of Wynn Las Vegas, the Completion Guarantor, any Restricted Entity or any of their respective Restrictive Subsidiaries that are Pass Through Entities for such period, so long as all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code are included in taxable income or loss.

"*Unrestricted Subsidiary*" means (1) Desert Inn Improvement Co., (2) Wynn Completion Guarantor, LLC and (3) any Subsidiary of Wynn Las Vegas, other than Wynn Capital that is designated by the board of directors of Wynn Las Vegas as an Unrestricted Subsidiary pursuant to a resolution of the board of directors (and any Subsidiary of each such Unrestricted Subsidiary), but only to the extent that such Subsidiary of Wynn Las Vegas:

(1) has no Indebtedness other than Non-Recourse Debt;

(2) is not party to any agreement, contract, arrangement or understanding with either Issuer, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity or any Guarantor unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to such Person than those that (a) might be obtained at the time from Persons who are not Affiliates of such Person, (b) are Permitted Investments or transactions permitted as Restricted Payments under the covenant described above under the caption "Certain Covenants—Restricted Payments, or (c) are Affiliate Transactions permitted under the first paragraph of the covenant described above under the caption "Certain Covenants—Transactions with Affiliates";

(3) is a Person with respect to which neither Issuer, nor any Restricted Entity, nor any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, nor any Guarantor has any direct or indirect obligation (a) to subscribe for additional Equity Interests or (b) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results;

(4) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of either Issuer, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, or any Guarantor; and

(5) has at least one director on its board of directors that is not a director or executive officer of either Issuer, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, or any Guarantor and has at least one executive officer that is not a director or executive officer of either Issuer, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, or any Guarantor.

Any designation of a Subsidiary of Wynn Las Vegas as an Unrestricted Subsidiary will be evidenced to the trustee by filing with the trustee a certified copy of the resolution of Wynn Las Vegas' board of directors giving effect to such designation and an officers' certificate certifying that such designation complied with the preceding conditions and was permitted by the covenant described above under the caption "Certain Covenants—Restricted Payments." If, at any time, any Unrestricted Subsidiary of Wynn Las Vegas would fail to meet the preceding requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary of Wynn Las Vegas for purposes of the indenture and any Indebtedness of such Subsidiary shall be deemed to be incurred by a Restricted Subsidiary of Wynn Las Vegas as of such date and, if such Indebtedness is not permitted to be incurred as of such date under the covenant described under the caption "—Incurrence of Indebtedness and Issuance of Preferred Equity," Wynn Las Vegas shall be in default of such covenant. The board of directors of Wynn Las Vegas may at any time designate Desert Inn Improvement Co. or any Unrestricted

Subsidiary of Wynn Las Vegas to be a Restricted Entity or a Restricted Subsidiary, as the case may be. Such designation shall be deemed to be an incurrence of Indebtedness by a Restricted Entity or a Restricted Subsidiary of Wynn Las Vegas, as the case may be, of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation shall only be permitted if (1) such Indebtedness is permitted under the covenant described under the caption "Certain Covenants—Incurrence of Indebtedness and Issuance of Preferred Equity," calculated on a pro forma basis as if such designation had occurred at the beginning of the four-quarter reference period and (2) no Default or Event of Default would be in existence following such designation.

"*Valvino Water Permit Transfer*" means the transfer of the Valvino Water Permits by Valvino Lamore to Wynn Las Vegas at no cost, in accordance with all requirements of law and pursuant to all necessary consents of Governmental Authorities (including, if applicable, the Nevada Public Utilities Commission and the State of Nevada, Division of Water Resources), so long as:

(1) the designated place of use for water available for draw under the Valvino Water Permits shall include the real property upon which the water features of the Le Reve casino are located,

(2) either (i) no Points of Diversion with respect to the Water Permits and the wells associated with the Water Permits are located on the Phase II Land or (ii) Valvino Lamore shall have transferred at no cost:

  (a) in the case of Points of Diversion with respect to the Valvino Water Permits and DIIC Casino Water Permit and the wells associated therewith located on the Phase II Land, such easements to Wynn Las Vegas as are necessary for Wynn Las Vegas to access such Points of Diversion, own and operate such wells and transport the water drawn therefrom to the water features of the Le Reve casino, and

  (b) in the case of Points of Diversion with respect to all other DIIC Water Permits and the wells associated therewith located on the Phase II Land, such easements to Wynn Las Vegas and Wynn Resorts Holdings as are necessary for Wynn Las Vegas and Wynn Resorts Holdings to access such Points of Diversion, own and operate such wells and transport the water drawn at such Points of Diversion and from such wells to the Golf Course Land, and

(3) Wynn Las Vegas and Wynn Resorts Holdings, as the case may be, shall have taken all actions required pursuant to the covenant captioned "—Additional Collateral; Acquisition of Assets or Property" with respect to any assets or property acquired pursuant to clause (2)(ii) above.

"*Valvino Water Permits*" means, collectively, the permits identified as of the date of the indenture Permit No. 60164 (Cert. 15447) and Permit No. 60165 (Cert. 15448), in each case as shown in the records of the State of Nevada, Division of Water Resources, in Carson City, Nevada (and any successor or replacement permits thereto).

"*Water Companies*" means:

(1) Desert Inn Water Company, LLC, a Nevada limited liability company, and

(2) Desert Inn Improvement Co., a Nevada corporation.

"*Water Permits*" means, collectively, the DIIC Water Permits and the Valvino Water Permits.

"*Water Rights*" means, (1) with respect to any Person, all of such Person's right, title and interest in and to any water stock, permits or entitlements and any other water rights related to or appurtenant to property owned or leased by such Person, and (2) with respect to any property, any water stock, permits or entitlements and any other water rights related to or appurtenant to such property.

"*Water Rights Transfer*" means collectively, (1) the Valvino Water Permit Transfer and (2) the DIIC Water Transfer.

"*Water Show Entertainment Production Agreement*" means the Agreement, dated January 25, 2001, between Wynn Resorts Holdings and Calitri Services and Licensing Limited Liability Company, as amended, modified or otherwise supplemented from time to time in accordance with the covenant captioned "—Amendments to Certain Agreements."

"*Water Supply Agreement*" means the Water Supply Agreement, dated as of the date of indenture, between Desert Inn Improvement Co. and Wynn Las Vegas, as amended, modified or otherwise supplemented from time to time in accordance with the covenant captioned "—Amendments to Certain Agreements."

"*Water Utility Land*" means the approximately 0.17 acre tract of land located on the Golf Course Land owned by Desert Inn Improvement Co., as more particularly described in an exhibit to the Disbursement Agreement.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(2) the then outstanding principal amount of such Indebtedness.

"*Wholly Owned Restricted Subsidiary*" of any specified Person means a Restricted Subsidiary of such Person all of the outstanding capital stock or other ownership interests of which (other than directors' qualifying shares) shall at the time be owned by such Person or by one or more Wholly Owned Restricted Subsidiaries of such Person.

"*Wholly Owned Subsidiary*" of any specified Person means a Subsidiary of such Person all of the outstanding capital stock or other ownership interests of which (other than directors' qualifying shares) shall at the time be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person.

"*Wynn Capital*" means Wynn Las Vegas Capital Corp., a Nevada corporation.

"*Wynn Design*" means Wynn Design & Development, LLC, a Nevada limited liability company."

"*Wynn Design Agreement*" means the Wynn Design Agreement, dated as of October 4, 2002, between Wynn Las Vegas and Wynn Design, as amended, modified or otherwise supplemented from time to time in accordance with the covenant captioned "—Amendments to Certain Agreements."

"*Wynn Employment Agreement*" means the Employment Agreement, dated as of October 4, 2002, between Wynn Resorts and Stephen A. Wynn, as amended, modified or

otherwise supplemented from time to time in accordance with the covenant caption "—Amendments to Certain Agreements."

"*Wynn Group Entities*" means (1) Palo, LLC, (2) Wynn Design, and (3) each of their respective Subsidiaries.

"*Wynn Las Vegas*" means Wynn Las Vegas, LLC, a Nevada limited liability company.

"*Wynn Put Agreement"* means the Agreement, dated as of June 13, 2002, among Stephen A. Wynn and Wynn Resorts, relating to the Buy-Sell Agreement, as amended, modified or otherwise supplemented from time to time in accordance with the Wynn Resort Agreement."

"*Wynn Resorts*" means Wynn Resorts, Limited, a Nevada corporation.

"*Wynn Resorts Agreement*" means the Wynn Resorts Agreement, dated as of the date of the indenture, by Wynn Resorts, in favor of the trustee.

"*Wynn Resorts Holdings*" means Wynn Resorts Holdings, LLC, a Nevada limited liability company (formerly known as Wynn Resorts, LLC).

DESCRIPTION OF OTHER INDEBTEDNESS

The following discussion summarizes the material terms of certain material agreements to which certain of our subsidiaries will be parties. However, this summary is qualified in its entirety by reference to the relevant agreements described herein.

Credit Facilities

Wynn Las Vegas will enter into credit facilities with a syndicate of lenders and Deutsche Bank Trust Company Americas, as administrative agent, Deutsche Bank Securities Inc, as lead arranger and joint book running manager, Banc of America Securities LLC, as lead arranger, joint book running manager and syndication agent, Bear, Stearns & Co. Inc., as arranger and joint book running manager, Bear Stearns Corporate Lending Inc., as joint documentation agent, Dresdner Bank AG, New York Branch, as arranger and joint documentation agent, and J.P. Morgan Securities Inc., as joint documentation agent, as follows:

- a $750 million senior secured revolving credit facility under which we can borrow for a period of six years beginning on the closing date. The revolving credit facility will mature six years after the closing date. We may use up to $25 million of the revolving credit facility for letters of credit, and after Le Rêve opens, we may use up to $10 million of the revolving credit for swing line loans; and

- a $250 million delay draw senior secured term loan facility under which we can borrow for a period of twenty-seven months beginning on the closing date. The delay draw term loan facility will mature seven years after the closing date, and will require quarterly principal payments, scheduled to begin after Le Rêve opens.

When borrowings outstanding under our revolving credit facility equal or exceed $200 million, lead arrangers holding a majority of the commitments of the lead arrangers will have the right to convert $100 to $400 million of the amounts outstanding under our revolving loan to term loans, on the same terms and conditions as those made under our delay draw term loan facility. The commitments of the lenders to make revolving loans to us will be permanently reduced by the amount of any revolving loans that are converted to term loans, and the outstanding loans under our delay draw term loan facility will be correspondingly increased.

We expect to use a total of $713.2 million of the proceeds of the credit facilities to finance development and construction of Le Rêve and to meet our pre-opening expenses and debt service obligations with an additional anticipated $33.8 million of such proceeds being available to us for debt service in the event that it takes us longer to complete Le Rêve than we expect. After Le Rêve opens, the issuers and the restricted entities may use any remaining revolving credit availability, including the final $3 million of availability which may not be used until Le Rêve is completed, for operating expenses and other general corporate purposes.

Interest and Fees

Subject to certain exceptions, amounts borrowed under the credit facilities will bear interest, as follows:

- before Le Rêve opens, borrowings will bear interest, at Wynn Las Vegas' election, at either (i) the base rate plus a margin still to be determined for both revolving loans and term loans or (ii) the reserve adjusted Eurodollar Rate plus 4.00% per annum for revolving loans or the reserve adjusted Eurodollar Rate plus 4.25% per annum for term loans; and

- after Le Rêve opens, the interest rate will be the base rate or reserve adjusted Eurodollar Rate, as Wynn Las Vegas elects, plus, in either case, a margin based on our leverage ratio.

Wynn Las Vegas will be required to obtain interest rate protection through interest rate swaps, caps or other similar arrangements against increases in the interest rates with respect to not less than $125 million of term loan availability, and up to $200 million of revolving credit loans that are converted to term loans.

Until Le Rêve opens, Wynn Las Vegas will pay, quarterly in arrears, 2.00% per annum on the daily average of unborrowed availability under our revolving credit facility.

After Le Rêve opens, the annual fee Wynn Las Vegas will be required to pay for unborrowed amounts, if any, under our revolving credit facility will be determined by a grid based on our leverage ratio. For unborrowed amounts under our delay draw term loan facility, Wynn Las Vegas will pay, quarterly in arrears, 2.50% per annum from the closing date until December 31, 2002, 3.00% per annum from January 1, 2003 to June 30, 2003 and after June 30, 2003, 4.00% per annum, in each case, calculated based on the daily average of the unborrowed amounts under our delay draw term loan facility.

Completion Guarantee

A special purpose subsidiary of Wynn Las Vegas will be providing a $50 million completion guarantee in favor of the lenders under the credit facilities and the holders of the second mortgage notes to secure completion in full of the construction and opening of Le Rêve, including all furniture, fixtures and equipment, the parking structure, the golf course and the availability of initial working capital. Wynn Resorts will contribute $50 million of the net proceeds of its initial public offering to that subsidiary to support that subsidiary's obligations under the completion guarantee. These funds will be deposited into a collateral account to be held in cash or short-term highly rated securities, and pledged to the senior lenders under the credit facilities and the holders of the second mortgage notes as security for the completion guarantee. Pursuant to the disbursement agreement, these funds will become available to us on a gradual basis to apply to the costs of the project only after fifty percent of the Le Rêve construction work has been completed. Upon the occurrence of an event of default under our credit facilities or the indenture governing the second mortgage notes, the lenders under our credit facilities or, if no amounts are outstanding under our credit facilities, the holders of the second mortgage notes, will be permitted to exercise remedies against such sums and apply such sums and apply such sums against the obligations under their respective documents. After completion and opening of Le Rêve, any amounts remaining in this account will be released to Wynn Resorts.

Guarantees

Under the credit facilities, subsidiaries and certain affiliates of Wynn Las Vegas will be considered restricted entities and will guarantee the obligations of Wynn Las Vegas under the credit facilities. In the event that Wynn Resorts guarantees other specified indebtedness prior to meeting a prescribed leverage ratio and debt rating test, then Wynn Resorts will also be required to guarantee the credit facilities and the second mortgage notes, subject to certain limited exceptions.

The obligations of each guarantor under its guarantee will be limited as necessary to reduce the risk that the guarantee would be treated as a fraudulent conveyance under applicable law. Each guarantee of the obligations under the credit facilities will be a senior secured obligation of each guarantor, secured by a security interest in certain of the guarantors' existing and future assets, and will rank *pari passu* in right of payment with any

existing and future senior indebtedness of the guarantors. In addition, each guarantee will rank senior in right of payment to all of the existing and future subordinated indebtedness of each guarantor.

Security

Subject to certain exceptions, compliance with all applicable laws, including gaming laws and regulations, and obtaining any necessary regulatory approvals, our obligations under the credit facilities will be secured (subject to permitted liens) by:

- a first priority security interest in a liquidity reserve account to be funded prior to closing of the credit facilities with cash or short-term, highly rated securities in an amount equal to $30 million, to secure the completion of the construction and opening of Le Rêve. Amounts on deposit in the liquidity reserve account will be applied to the costs of the design, construction and operation of Le Rêve in accordance with the disbursement agreement. Upon the occurrence of an event of default under our credit facilities or the indenture governing the second mortgage notes, the lenders under our credit facilities or, if no amounts are outstanding under our credit facilities, the second mortgage note holders, will be permitted to exercise remedies against such sums and apply such sums against the obligations under their respective documents. After Wynn Las Vegas and its restricted subsidiaries have met certain earnings before interest, taxes, depreciation and amortization targets for a period of four full consecutive fiscal quarters after Le Rêve opens, any remaining amounts in the liquidity reserve account will be used to reduce the outstanding balance of the revolving credit facility but without reducing the revolving credit facility commitment;

- a first priority pledge of all equity interests in the issuers and the restricted entities to the extent permitted by applicable law;

- first mortgages on all real property constituting Le Rêve, including initially the 20-acre parcel located next to Le Rêve and the golf course parcel, as well as substantially all appurtenant rights owned by our affiliates necessary for the development, construction and operation of Le Rêve, subject to release of the 20-acre parcel, the golf course parcel and certain other assets upon meeting certain maximum leverage tests, minimum earnings before interest, taxes, depreciation and amortization requirements and minimum credit ratings after opening, in each case as may be applicable;

- a first priority security interest in substantially all of the other existing and future assets of the issuers and the restricted entities other than the collateral securing the FF&E facility, subject to certain exceptions, and further subject to release of certain assets upon meeting certain maximum leverage tests, minimum earnings before interest, taxes, depreciation and amortization requirements and minimum credit ratings after opening, in each case as may be applicable; and

- a second priority security interest on the furniture, fixtures and equipment securing the FF&E facility, excluding the aircraft. See "—FF&E Facility."

If Wynn Resorts pledges assets to secure guarantees of other specified indebtedness prior to meeting prescribed leverage ratio and debt rating tests, then the credit facilities may be secured by liens of equal priority on the same Wynn Resorts assets. The security interests in these assets may be released if certain tests are met.

Wynn Las Vegas' obligations under the credit facilities will not be secured by any interest in the secured account holding the proceeds of the second mortgage notes.

Prepayments

Wynn Las Vegas will be required to make mandatory prepayments of indebtedness under the credit facilities from the net proceeds from all asset sales and condemnations, debt offerings (other than those constituting permitted debt) and, subject to a reinvestment period, asset sale and insurance or condemnation proceeds received by the issuers and the restricted entities, in each case with specified exceptions. Wynn Las Vegas will also be required to make mandatory payments of indebtedness under the credit facilities from a percentage of our excess cash flow, initially 75%, and decreasing based on our leverage ratio to 50%, and then to be eliminated. Wynn Las Vegas will have the option to prepay all or any portion of the indebtedness under the credit facilities at any time without premium or penalty.

Covenants

The issuers and the restricted entities will be required to comply with negative and affirmative covenants, including, among other things, limitations on:

- indebtedness;

- guarantees;

- restricted payments;

- mergers and acquisitions;

-

negative pledges;

- liens;
- dividends and distributions;
- transactions with affiliates;
- leases;
- scope changes and modifications to material contracts;
- sales of assets; and
- capital expenditures.

Additionally, the issuers and the restricted entities will be required to comply with certain financial ratios and other financial covenants such as:

- minimum fixed charge coverage;
- minimum earnings before interest, taxes, depreciation and amortization;
- total debt to earnings before interest, taxes, depreciation and amortization; and
- minimum net worth.

Conditions to Availability of Funds

The conditions to all borrowings before final completion of Le Rêve will consist of those set forth under the disbursement agreement. See "Disbursement Agreement." Borrowings of revolving loans after final completion of Le Rêve will be subject to prior written notice of borrowing, the accuracy of representations and warranties, the absence of any default or event of default and certain other customary conditions to borrowing.

Events of Default

The credit facilities will contain customary events of default, including the failure to make payments when due, defaults under other material agreements or instruments of indebtedness of specific amounts, loss of material licenses or permits (including gaming licenses), failure or inability to complete Le Rêve by the outside completion date (subject to force majeure extension), loss of material contracts, noncompliance with covenants, material breaches of representations and warranties, bankruptcy, judgments in excess of specified amounts, ERISA matters, impairment of security interests in collateral, change of control and, prior to final completion of Le Rêve, specified events under the disbursement agreement, subject in some cases to applicable notice provisions and grace periods. See "Disbursement Agreement." Events of default will apply to the issuers and the restricted entities and, in some cases, to Wynn Resorts.

FF&E Facility

Wynn Las Vegas has entered into an engagement letter with Bank of America, N.A., Banc of America Leasing & Capital LLC and Deutsche Bank Securities Inc. for a $188.5 million FF&E facility, and the placement agent for the FF&E facility has received commitments from the lenders who will enter into the FF&E facility. The FF&E facility will provide financing and refinancing for furniture, fixtures and equipment to be used at Le Rêve. Wynn Las Vegas intends to use approximately $28.5 million of the FF&E facility to refinance a loan made by Bank of America, N.A. to World Travel by means of a loan to be evidenced by an intercompany note from World Travel, secured by an aircraft mortgage on World Travel's Bombardier Global Express aircraft. Valvino acquired World Travel from Mr. Wynn and has guaranteed the Bank of America loan. Valvino intends to contribute the equity interests it holds in World Travel to Wynn Las Vegas prior to the consummation of this offering. Wynn Las Vegas may use additional proceeds of the FF&E facility to finance up to 75% of the purchase price of other furniture, fixtures or equipment or refinance other furniture, fixtures or equipment purchased with the proceeds of this offering or other funds. With respect to borrowings under the FF&E facility, Wynn Las Vegas will have the same interest rate elections and pricing at corresponding levels as under the credit facilities. Wynn Las Vegas may also use proceeds of the FF&E facility to refinance a replacement corporate aircraft, in which case Wynn Las Vegas would request the FF&E lenders to increase the total commitment under the FF&E facility by $10.0 million to $198.5 million. Entering into the FF&E facility will be a condition to the consummation of this offering. For more information, see "Use of Proceeds," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Certain Relationships and Related Transactions—Aircraft Arrangements."

INTERCREDITOR AGREEMENTS

Project Lenders Intercreditor Agreement

The project lenders intercreditor agreement will be entered into between the agent under our credit facilities and the trustee on behalf of the second mortgage note holders. The project lenders intercreditor agreement confirms that the liens granted to second mortgage note holders with respect to our assets and the assets pledged by the guarantors of the credit facilities and the second mortgage notes, other than the proceeds of this offering, are junior to liens on such assets granted to the lenders under the credit facilities. The project lenders intercreditor agreement also provides the lenders under our credit facilities with certain rights to make decisions regarding us, the guarantors and the pledged assets without the consent of the second mortgage note holders, and the agreement further materially limits

the rights of the second mortgage note holders to object to these decisions or to pursue remedies against us, the guarantors or the pledged assets. You should review the project lenders intercreditor agreement for a complete statement of its terms and conditions.

"Permanent" Standstill With Respect to Second Mortgage Notes

The project lenders intercreditor agreement provides that:

- if there is a payment default or an acceleration with respect to the credit facilities then the agent under the credit facilities shall have the right to notify the trustee of such default and any payments thereafter received by the second mortgage note holders (continuing until such time, if any, as all such defaults have been cured) shall be turned over to the agent under our credit facilities for application against the indebtedness under the credit facilities; and

- at any time that there is any outstanding indebtedness under our credit facilities, the trustee (and the second mortgage note holders) shall not be permitted to exercise any remedies with respect to the collateral following a default under the second mortgage notes except with the prior consent of the agent under our credit facilities. In particular, the trustee will not have the right to commence foreclosure proceedings against any portion of the collateral, or take other actions with respect to the collateral, without the consent of the agent under our credit facilities.

Notwithstanding the foregoing, the trustee shall have the right upon a default:

- to take actions to preserve or protect the liens securing the second mortgage notes (so long as the actions are not adverse to the lenders under the credit facilities);

- to purchase or pay off all amounts owed under the credit facilities (provided that the second mortgage note holders shall not be required in such circumstances to pay any prepayment charges payable under the terms of the credit facilities);

- to accelerate the indebtedness under the second mortgage notes; and

- to commence an involuntary bankruptcy proceeding with respect to Wynn Las Vegas, Wynn Capital and/or any of the guarantors of the second mortgage notes.

Enforcement of Security Documents

The project lenders intercreditor agreement provides that, at any time that there is any outstanding indebtedness under the credit facilities, the agent under our credit facilities shall have the right to manage, perform and enforce the terms of the security documents

evidencing the liens in favor of the lenders under the credit facilities. Such enforcement actions may include:

- enforcement of the FF&E intercreditor agreement on behalf of the lenders under the credit facilities and the second mortgage note holders;

- exercise of rights of setoff; and

- delivery of notices, claims and demands relating to the collateral, including instructions to depositary institutions holding pledged accounts to suspend further disbursements from such accounts.

The trustee and the second mortgage note holders waive any right to affect the method or challenge the appropriateness of any such action taken by the agent under our credit facilities. Notwithstanding the foregoing, the agent under our credit facilities agrees that:

- until such time as there is a payment default or an acceleration with respect to the indebtedness under the credit facilities, the agent shall not instruct any depositary institutions holding pledged accounts to suspend disbursements for expenses reasonably necessary or appropriate for the conduct of the business of Wynn Las Vegas or Wynn Capital, or for payment of debt service on permitted secured debt (including the second mortgage notes and the FF&E facility), and

- at any time when the outstanding indebtedness under the credit facilities is less than $100,000,000 and unless otherwise agreed by the trustee, the agent under our credit facilities shall not complete a foreclosure sale with respect to the pledged collateral on account of a particular default until at least 180 days after the trustee has received written notice of the default; provided that this limitation shall not limit foreclosure of liens granted by any of the guarantors with respect to the credit facilities to the extent that such liens encumber equity interests in Wynn Las Vegas, Wynn Capital or any of their affiliates, or the foreclosure of other assets that are not related in a material respect to the operation of the business at the project.

Further Authority of the Agent under our Credit Facilities to Effect Waivers and Amendments

The project lenders intercreditor agreement provides that from and after the first funding under the credit facilities, the agent under our credit facilities shall have the right to waive defaults and effect amendments under the disbursement agreement and the security documents without being required to obtain the consent of the trustee or the holders of the second mortgage notes. Any such waivers or amendments shall be effective with respect to the second mortgage notes. Notwithstanding the foregoing, except with respect to the Phase II land and the golf course parcel and related collateral, any such waiver or amendment approved by the lenders under the credit facilities shall not release liens on the collateral or modify any provisions of the second mortgage notes indenture without the consent of the trustee. The agent under our credit facilities is further authorized to effect certain amendments regarding the scope of the project without the consent of the trustee, the holders of the second mortgage notes or the FF&E lenders. See "Disbursement Agreement."

Intercreditor Arrangements in Bankruptcy

The project lenders intercreditor agreement provides that in any bankruptcy of Wynn Las Vegas, Wynn Capital or any of the guarantors, the trustee and the second mortgage note holders shall not:

- challenge the liens of the lenders under the credit facilities (and the lenders correspondingly shall agree not to take any action challenging the liens in favor of the second mortgage note holders);
- oppose or contest any motion of the agent under our credit facilities for relief from the automatic stay or any injunction against foreclosure or enforcement of the credit facilities;
- oppose or contest a credit bid of indebtedness under the credit facilities at any foreclosure sale;
- oppose or contest any use of cash collateral that has been approved by the agent under our credit facilities, so long as such use of cash collateral calls for:

  (1) payment of expenses reasonably necessary or appropriate for the conduct of the business of Wynn Las Vegas or Wynn Capital, or for the preservation of the collateral;

  (2) payment of debt secured by liens upon the collateral that are senior to the liens securing the second mortgage notes; or

  (3) payment of bankruptcy administrative expenses;
- vote to accept any plan of reorganization or restructuring plan unless lenders holding two-thirds of the outstanding amount of loans under the credit facilities have voted to accept such plan.

The foregoing provisions shall not restrict the trustee and the second mortgage note holders from voting unsecured claims based upon the indebtedness owed on the second mortgage notes, or from contesting any valuation of the collateral asserted for purposes of valuing the secured claims of the lenders under the credit facilities and/or the second mortgage note holders (except that the trustee and the second mortgage note holders shall not have the right to assert the lack of adequate protection of their liens as a basis for opposing relief sought in the bankruptcy that has been approved by the agent under our credit facilities.)

Certain Waivers by Second Mortgage Note Holders

Under the project lenders intercreditor agreement, the second mortgage note holders waive certain rights generally afforded junior creditors relative to senior creditors under applicable law, including each of the following:

- any right of marshaling accorded to a junior lienholder under equitable principles.
- any right to challenge the liens of the lenders under the credit facilities based upon any of the following:

  (1) the disbursement of any funds under the credit facilities (even if conditions to such advances have not been satisfied, so long as the maximum amount of senior lien debt permitted by the second mortgage notes indenture is not exceeded, See "Description of the Second Mortgage Notes");

  (2) a change in the dates or terms for payments under our credit facilities;

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  (3) an increase or reduction in the available credit under the credit facilities or the amounts payable on debt outstanding thereunder (provided that the maximum amount of senior lien debt permitted by the second mortgage notes indenture is not exceeded, See "Description of the Second Mortgage Notes");

  (4) failure to take necessary or appropriate action to enforce or perfect any lien; or

  (5) any exercise of rights or remedies under any security documents with respect to the credit facilities.
- any claim arising out of any action or failure to act or any error of judgment or negligence on the part of the agent under our credit facilities other than gross negligence or willful misconduct, to the maximum extent permitted by law.

The second mortgage note holders further waive any claim that the agent under our credit facilities has any duty, to keep the trustee or the second mortgage note holders informed as to circumstances bearing upon the risk of non payment of the credit facilities or the second mortgage notes.

Intercreditor Arrangements Also Applicable to Refinancing

The project lenders intercreditor agreement provides that the intercreditor arrangements described above also shall apply to any replacement debt arising as a consequence of refinancing of the credit facilities.

FF&E Intercreditor Agreement

Pursuant to the FF&E intercreditor agreement, the bank agent on behalf of the lenders under the credit facilities, the trustee on behalf of the second mortgage note holders, and the FF&E agent on behalf of the FF&E lenders agree to various concepts concerning the relative rights and obligations of such lenders. The following summary of the material provisions of the FF&E intercreditor agreement is not meant to be complete and you should review the FF&E intercreditor

agreement for a complete statement of its terms and conditions, including the definitions of terms used below. The FF&E intercreditor agreement focuses in particular on the exercise of remedies in respect of the furniture, fixtures and equipment financed under the FF&E facility, referred to as the FF&E collateral, and includes the following material provisions:

Lien Priorities.

Under the FF&E intercreditor agreement, the FF&E agent, the bank agent and the trustee acknowledge and agree to the following lien priorities with respect to the collateral from and after the initial disbursement of loans under the FF&E facility other than the disbursement in respect of the refinancing of the aircraft:

- the FF&E lenders will have a senior, first priority security interest in the FF&E collateral, including the aircraft collateral;
- the lenders under the credit facilities will have a second priority security interest in the FF&E collateral excluding the aircraft collateral;
- the second mortgage note holders will have a third priority security interest in the FF&E collateral excluding the aircraft collateral;
- the lenders under the credit facilities and the second mortgage note holders shall have first and second priority liens, respectively, upon all other assets pledged by us and the

restricted entities except that the second mortgage note holders shall have a first priority security interest in the proceeds of this offering.

- the FF&E lenders shall not have a lien upon any of our assets or the assets of the restricted entities other than the FF&E collateral.

In addition, each party has agreed not to challenge the other's liens.

Standstill Period.

Should an event of default occur under the FF&E facility (i.e., after expiration of any applicable cure period afforded to us), then subject to certain limitations, the delivery of notice to such effect to the agent under our credit facilities and to the trustee shall commence a standstill period of 30 days, referred to as the "standstill period." The bank agent, or the trustee, if there is no outstanding bank debt at the time of the event of default, shall have the right to extend the standstill period for 30 days, if the event of default occurs before completion of Le Rêve, or 15 days, if the event of default occurs after completion of Le Rêve, in each case, so long as all interest, fees, indemnities and expenses of the FF&E lenders have been paid current.

The FF&E intercreditor agreement provides that, unless otherwise agreed by the bank agent, or, if there is no indebtedness outstanding under the credit facilities, by the trustee, the FF&E lenders will not accelerate the FF&E facility, exercise any other remedies or terminate their lending commitment until after the expiration of the standstill period, as so extended. Notwithstanding the foregoing, the FF&E lenders shall be permitted to exercise remedies against Wynn Las Vegas, Wynn Capital and the FF&E collateral if a bankruptcy proceeding has been initiated by or against against Wynn Las Vegas, Wynn Capital or the guarantors or if the lenders under our credit facilities or the second mortgage note holders have commenced exercising remedies against us or the guarantors.

If during the standstill period, as extended, all defaults under the FF&E facility are cured or waived to the satisfaction of the FF&E lenders and all defaults under the credit facilities are cured or waived to the satisfaction of the bank agent and the bank agent notifies the FF&E lenders that it has elected to reinstate the credit facilities and recommence funding under the credit facilities in accordance with the terms of the credit facilities, then the FF&E lenders also must reinstate the FF&E facility and recommence funding under the FF&E facility in accordance with the terms of the FF&E facility. Subject to certain exceptions, the foregoing standstill provisions shall apply only to the first event of default that occurs during the period prior to completion of the project and the first event of default that occurs during the period after completion of the project.

Payoff of Debt Allocable to FF&E Collateral and Release of FF&E Lenders Lien on FF&E Collateral.

Under the FF&E intercreditor agreement, the bank agent and the trustee have the right to obtain the release of the lien of the FF&E lenders upon the FF&E collateral, other than the aircraft collateral, by paying off all indebtedness under the FF&E facility other than the portion of such indebtedness allocable to the aircraft collateral. Any such payment must include payment of all such amounts in full, including LIBOR breakage charges (if applicable), provided that such payment shall not include any prepayment premiums or like charges payable under the terms of the FF&E facility.

Provisions Relating to Junior Liens on FF&E Collateral.

The FF&E intercreditor agreement includes the following provisions which apply to the liens of the lenders under the credit facilities and the second mortgage note holders on the FF&E collateral:

Until and unless the indebtedness under the FF&E facility (other than the portion thereof allocable to the aircraft collateral) is paid in full as described under the subheading "Payoff of Debt Allocable to FF&E Collateral and Release of FF&E Lenders Lien on FF&E Collateral" above, the bank agent and the trustee shall not be permitted to exercise any remedies with respect to the FF&E collateral following a default under the credit facilities or indenture governing the second mortgage notes without the prior consent of the FF&E lenders. In particular, neither the bank agent nor the trustee will have the right to commence foreclosure proceedings against all or any portion of the FF&E collateral, or take other actions with respect to the FF&E collateral, without the written consent of the FF&E lenders.

Notwithstanding the foregoing, under the FF&E intercreditor agreement each of the bank agent and the trustee, subject to terms of the project lenders intercreditor agreement, have the right, subject to certain limitations, upon a default under the credit facilities or the indenture governing the second mortgage notes, as the case may be:

- to enforce remedies with respect to the FF&E collateral if the default occurs when there is no outstanding indebtedness under the FF&E facility;

- to take actions to preserve or protect its liens or its right to excess proceeds derived from a sale in foreclosure of a senior lien, excluding any claim for adequate protection, so long as the actions are not adverse to the perfection, priority or enforcement of the liens in favor of the FF&E lenders, the value of the FF&E collateral or the rights of the FF&E lenders in the FF&E collateral;

- to pay off the outstanding FF&E indebtedness as provided under the subheading Payoff of Debt Allocable to FF&E Collateral and Release of FF&E Lenders Lien on FF&E Collateral above;

- to accelerate the indebtedness under the credit facilities or second mortgage notes, as the case may be; and

- to commence an involuntary bankruptcy proceeding with respect to Wynn Las Vegas, Wynn Capital and/or any of the guarantors of the credit facilities or second mortgage notes, as the case may be.

In any bankruptcy proceeding of Wynn Las Vegas, Wynn Capital or any of the guarantors, as debtor, the FF&E intercreditor agreement prohibits the bank agent and the trustee, in their capacities as junior lienholders on the FF&E collateral, from:

- taking any action challenging the liens of the FF&E lenders (and the FF&E lenders correspondingly shall agree not to take any action challenging the liens in favor of the lenders under the credit facilities and the second mortgage note holders);

- opposing or otherwise contesting any motion of the FF&E lenders for relief from the automatic stay or any injunction against foreclosure or enforcement of any liens of the FF&E lenders; or

- opposing or otherwise contesting any exercise by the FF&E lenders of the right to credit bid any portion of the FF&E facility debt at any sale in foreclosure of any of the liens of the FF&E lenders.

Notwithstanding the foregoing, the bank agent and the trustee shall not be in any respect restricted in voting any unsecured claims or claims secured by their collateral (other than their junior liens on the FF&E collateral) based upon the indebtedness owed on the credit facilities or the second mortgage notes, as applicable.

Under the FF&E intercreditor agreement, each of the bank agent and the trustee waive each of the following with respect to their junior liens on the FF&E collateral:

- any right of marshaling accorded to a junior lienholder, as against a senior lienholder, under equitable principles;

- any right to challenge the validity, perfection, priority or enforceability of any liens of the FF&E lenders for any reason whatsoever, including any of the following, to the maximum extent permitted by law:

    - the disbursement of any funds under the FF&E facility, regardless of whether any conditions to such advances have not been satisfied so long as the maximum amounts of senior lien debt permitted by the credit facilities and the indenture governing the second mortgage notes have not been exceeded;

    - a change in the manner, place or terms of any payment under the FF&E facility, or an extension of the date on which any such payment is due, to the extent such changes are permitted;

    - an increase in the available credit under the FF&E facility or the reduction of interest, fees or other amounts payable in respect thereof or in respect of any debt outstanding thereunder so long as the maximum amounts of senior lien debt permitted by the credit facilities and the indenture governing the second mortgage notes have not been exceeded;

    - failure to take any action which may be necessary or appropriate in order to enforce or perfect any such lien; or

    - any exercise of rights or remedies by the FF&E lenders under any FF&E security documents.

- To the maximum extent permitted by law, the bank agent and the trustee shall waive any claim against the FF&E lenders arising out of any action or failure to act or any error of judgment or negligence on the part of the FF&E lenders other than gross negligence or willful misconduct.

Notwithstanding anything to the contrary set forth above, the FF&E intercreditor agreement provides that these limitations apply to the bank agent, the lenders under the credit facilities, the trustee and the second mortgage note holders solely in their respective capacities as holders of liens secured by the FF&E collateral. Nothing in the FF&E intercreditor agreement prevents or precludes the bank agent, the lenders under the credit facilities, the trustee or the second mortgage note holders from taking any action or asserting rights or claims which such parties may be entitled to take or assert in any other capacity, including as holders of unsecured claims against us or as lenders secured by collateral other than the FF&E collateral.

Cooperation with Foreclosure Purchaser.

The FF&E intercreditor agreement requires the bank agent and the trustee to cooperate with any person or entity that acquires the FF&E collateral in a foreclosure or other sale proceeding to remove the FF&E collateral from the project. After any such foreclosure

proceeding and the expiration of certain specified time periods, pending such removal by such purchaser, the bank agent and the trustee may remove such FF&E collateral and insure and store the same at their cost for the purchaser. Such purchaser shall be required to pay the costs of such storage and insurance from and after the expiration of a specified time period. The FF&E intercreditor agreement provides that such actions are not intended to prevent the lenders under our credit facilities or the second mortgage note holders from foreclosing on their collateral, other than the FF&E collateral.

Prepayment of Bank Facility and FF&E Facility.

Except for refinancings of our credit facilities or the FF&E facility, each of the credit facilities and the FF&E facility shall require all prepayments by us under either such facility, other than prepayments from proceeds of the collateral, to be accompanied by a pro rata prepayment of the other facility and, in the case of the FF&E facility, between the debt allocable to the airplane collateral and the debt allocable to the other FF&E collateral (in each case, based on the outstanding principal amount of each such facility). Notwithstanding the foregoing, any prepayments of the revolving credit facility which are not accompanied by a corresponding reduction in the commitment under such facility shall be permitted without a corresponding prepayment of the FF&E facility.

Insurance Proceeds.

Prior to completion of Le Rêve, the FF&E intercreditor agreement requires all casualty insurance proceeds to be used to repair the damaged property to the extent provided in the disbursement agreement. Subsequent to completion of the project, our right to use casualty insurance proceeds to rebuild shall be subject to the terms of the credit facilities and the indenture governing the second mortgage notes.

If we are not permitted to use the proceeds for rebuilding (whether before or after completion), then the FF&E intercreditor agreement will require that the proceeds be allocated between the FF&E collateral and the other collateral securing the credit facilities and the second mortgage notes as follows:

- if the insurance award allocates all or a portion of the proceeds thereof among the specific assets damaged (or the assets damaged consist exclusively of FF&E collateral or of collateral that does not include FF&E collateral), such proceeds shall be paid to the lender with a prior security interest in such assets; and

- with respect to any other proceeds, such proceeds shall be allocated among the assets damaged in proportion to the magnitude of the losses for the respective damaged assets (with such losses measured by the diminution in value resulting from the casualty event).

Any amounts so allocated shall be applied to reduce the indebtedness secured by such collateral, in order of priority.

Right to Remove FF&E Collateral.

After the occurrence and during the continuance of an event of default under the FF&E facility, pursuant to the FF&E intercreditor agreement, the FF&E lenders have the following rights, subject to the limitations on exercise of remedies applicable during a standstill period:

- to enter the project's real property, inspect and/or remove the FF&E collateral and all records relating thereto;

- to take such other steps as are reasonably necessary or appropriate for a foreclosure sale of the FF&E collateral or the exercise of any other remedy with respect to the FF&E collateral or to protect the FF&E collateral; and

- the limited right to store the FF&E collateral on site under certain circumstances and subject to certain exceptions.

Information Regarding Company.

Under the FF&E intercreditor agreement, the FF&E lenders, the lenders under the credit facilities and the second mortgage note holders each are responsible for keeping themselves informed of our financial condition and all other circumstances bearing upon the risk of nonpayment of the respective debts owed to each of them. None of the bank agent, the FF&E agent or the trustee shall have any responsibility to advise any of the others (or the members of the others' lending groups) of such information or circumstances.

Intercreditor Arrangements Also Applicable to Refinancing.

The FF&E intercreditor agreement provides that if the indebtedness under the FF&E facility is refinanced in accordance with the indenture governing the second mortgage notes and with the consent of the bank agent, the intercreditor arrangements described above shall apply to the replacement debt as well, and the bank agent and the trustee shall execute such documentation as reasonably may be requested to effect such arrangements.

DISBURSEMENT AGREEMENT

Wynn Las Vegas, Wynn Capital and Wynn Design & Development will enter into a disbursement agreement with Deutsche Bank Trust Company Americas, as the bank agent, Wells Fargo Bank, National Association, as the second mortgage note trustee, Wells Fargo Bank Nevada, National Association, as the FF&E agent, and Deutsche Bank Trust Company Americas, as the disbursement agent. This summary is qualified in its entirety by reference to the contract itself.

General

The disbursement agreement will set forth our material obligations to construct and complete Le Rêve and will establish a line item budget and a schedule for construction of Le Rêve. The disbursement agreement also will establish the conditions to, and the relative sequencing of, the making of disbursements from

the proceeds of the credit facilities, the FF&E facility and the second mortgage notes, and will establish the obligations of the bank agent and the FF&E facility agent to make disbursements under the credit facilities and the FF&E facility and the obligation of the second mortgage note trustee to release funds from the second mortgage notes proceeds account upon satisfaction of such conditions. The disbursement agreement also will set forth the mechanics for approving change orders and amendments to the project budget and the schedule for the construction period. Finally, the disbursement agreement will include certain representations, warranties, covenants and events of default that are common to the credit facilities, the FF&E facility and second mortgage notes.

Under the disbursement agreement, we will only be permitted to use the proceeds of the credit facilities, the FF&E facility and the second mortgage notes to pay for project costs related to Le Rêve and subject to certain limitations, corporate overhead and related costs.

We expect to commence construction of Le Rêve in October 2002, and we have incurred, and prior to the initial disbursement of debt proceeds will continue to incur, significant costs in connection with Le Rêve. Prior to borrowing any amounts under the credit facilities or the FF&E facility or receiving any disbursements from the secured account holding the proceeds of the second mortgage notes, we will be required to use a portion of the proceeds of Wynn Resorts' offering of common stock, and our other available funds, to commence construction of Le Rêve. Pursuant to the disbursement agreement, as a condition to borrowing under the credit facilities or the FF&E facility or receiving disbursements from the secured accounts, we will be required to submit evidence acceptable to the construction consultant that the construction of Le Rêve has been completed to that point in accordance with our plans and specifications, on budget and on schedule.

Funding Order

The disbursement agreement will set forth the sequencing order in which funds from the various sources will be made available to us. Under the disbursement agreement, we will pay for construction costs and financing costs (including interest during construction):

- first, by using a substantial portion of the cash equity contribution made to Wynn Las Vegas by Wynn Resorts, until exhaustion thereof;
- second, by using the proceeds from the issuance of the second mortgage notes, until exhaustion thereof; and
- third, by using the proceeds of the credit facilities and the FF&E facility.

With respect to the costs of acquiring and installing furniture, fixtures and equipment to be financed by the FF&E facility referred to as the FF&E collateral, we will be able to obtain borrowings under the FF&E facility to cover 75% of the cost of such FF&E collateral, selected by the lenders under our FF&E facility, as and when necessary to pay for such items. Notwithstanding the foregoing, except for the amounts required to refinance the purchase of the airplane, the FF&E lenders shall not be required to advance funds for acquiring or installing FF&E collateral until after exhaustion of the equity proceeds and the proceeds from the issuance of the second mortgage notes. Except with regards to the airplane, to the extent that funding is required for FF&E collateral in advance of the exhaustion of the second mortgage notes proceeds, such funding will be achieved through draws on the equity proceeds and the second mortgage notes proceeds (and the bank agent and the trustee will receive a lien on the FF&E collateral so financed). Upon satisfaction of the conditions to the initial funding under the FF&E facility (and as a condition to the commencement of funding under the credit facilities), the FF&E facility will deposit into the company's funds account described below an amount equal to 75% of the amounts previously disbursed from the equity proceeds and the second mortgage notes proceeds to pay for such FF&E costs approved by the FF&E lenders, and the bank agent and the trustee will subordinate their liens on the FF&E collateral to the lien of the FF&E lenders. The amounts so deposited into the company's funds account shall be drawn upon to pay (i) the budgeted costs and (ii) 25% of the cost to acquire and install FF&E collateral next subject to disbursement, until exhausted.

Immediately prior to completion of the project, the agent under our FF&E facility shall obtain an appraisal of the fair market value of the FF&E collateral (excluding the aircraft) in its brand new condition (and without giving effect to depreciation caused by the fact that such FF&E may have been delivered and/or installed prior to such appraisal). If the aggregate amount of loans advanced under the FF&E facility is more than 75% of the fair market value of the FF&E collateral (excluding the aircraft) as determined by such appraisal, the lenders under our FF&E facility will be permitted to substitute any items of FF&E collateral for other eligible items of FF&E or, absent such other items, add items of FF&E to the FF&E collateral such that the aggregate amount of loans advanced under the FF&E facility shall equal 75% of the appraised value of the FF&E collateral (excluding the aircraft).

Accounts

In order to implement the funding of disbursements, the disbursement agreement will call for the establishment of certain accounts, each of which will, subject to certain exceptions, be pledged to the lenders under the credit facilities and the holders of second mortgage notes, provided that the secured account holding the proceeds of the second mortgage notes will be pledged to the second mortgage note holders only.

Such accounts will include the following:

Company's Funds Account

There shall be deposited into the company's funds account, among other things:

- all cash equity contributions required to be made to Wynn Las Vegas from the equity offering of Wynn Resorts,
- funds transferred from the operating account, the completion guarantee deposit account and the liquidity reserve account pursuant to the terms of the disbursement agreement,
- all amounts received by Wynn Las Vegas, Wynn Design & Development or Wynn Capital prior to the final completion date in respect of liquidated or other damages

under the project documents and the insurance policies, amounts paid to Wynn Las Vegas under the Austi construction guaranty and any payment and performance bond;

- all loss proceeds received by Wynn Las Vegas, Wynn Capital, Wynn Design & Development, the disbursement agent or any other person as required under the disbursement agreement and all amounts received by the disbursement agent or any of the bank agent, the trustee or the agent under the FF&E facility and required to be deposited in the company's funds account pursuant to the project lenders intercreditor agreement or the FF&E intercreditor agreement; and

- all other funds or amounts received by Wynn Las Vegas, Wynn Capital or Wynn Design & Development and not otherwise provided for in the disbursement agreement, in each case, prior to termination of the disbursement agreement.

Subject to certain exceptions, amounts on deposit in the company's funds account shall, from time to time:

- be transferred by the disbursement agent to the disbursement account for application to pay project costs in accordance with the disbursement agreement,

- applied to prepayment of the obligations as set forth in the disbursement agreement, and

- transferred to the operating account to pay due and payable operating costs.

Investment income from permitted investments on amounts on deposit in the company's funds account shall be deposited at all times therein until applied as set forth in the disbursement agreement.

Second Mortgage Notes Proceeds Account

The net proceeds of the second mortgage notes will be deposited into the second mortgage notes proceeds account. Amounts on deposit in the second mortgage notes proceeds account shall be held in escrow and invested in permitted investments by the disbursement agent until transferred, from time to time, by the disbursement agent to the disbursement account for the payment of the costs set forth in the budget. Investment income from amounts on deposit in the second mortgage notes proceeds account shall be deposited therein until applied as set forth in the disbursement agreement.

Disbursement Account

There shall be deposited in the disbursement account all funds advanced from time to time by the lenders under the credit facilities, all funds advanced from time to time by the FF&E lenders, and all funds withdrawn by the disbursement agent from the company's funds account and the second mortgage notes proceeds account. Subject to certain exceptions, amounts on deposit in the disbursement account shall be applied to pay project costs and/or transferred by the disbursement agent to the cash management account or the interest payment account.

Cash Management Account

On the closing date, an agreed upon amount shall be deposited into the cash management account. Subject to certain exceptions, Wynn Las Vegas, Wynn Capital and Wynn Design & Development shall be permitted from time to time to draw checks on and otherwise withdraw amounts on deposit in the cash management account to pay costs set forth in the budget that are then due and payable. Wynn Las Vegas, Wynn Capital and Wynn

Design & Development shall be permitted from time to time to request advances to replenish amounts drawn from, and/or to increase the amount on deposit in, the cash management account by satisfying the conditions precedent set forth in the disbursement agreement (unless such conditions precedent are waived) and by delivering certificates, invoices and other items demonstrating that all previous withdrawals from the account have been applied to pay costs in accordance with the project budget. The balance in the cash management account initially will not be allowed to exceed a specified amount, provided that this limit on amounts on deposit in the account may be increased from time to time to an amount mutually agreed upon by Wynn Capital, Wynn Las Vegas, Wynn Design & Development and the disbursement agent (in consultation with the construction consultant).

Interest Payment Account

On each advance date until the completion date, funds shall be withdrawn from the disbursement account and deposited in the interest payment account to the extent necessary to pay interest and fees under the credit facilities, the second mortgage notes and the FF&E facility due and payable on or after the requested advance date and prior to the next advance date. Amounts on deposit in the interest payment account shall be applied by the disbursement agent to pay interest and fees under the credit facilities, the second mortgage notes and the FF&E facility, in each case, on the dates that such amounts become due and payable.

Operating Account

There shall be deposited in the operating account all revenues received by Wynn Las Vegas, Wynn Capital or Wynn Design & Development as a consequence of sales of goods or rendering of services in the ordinary course of business prior to the completion date. In addition, there shall be deposited in the operating account funds transferred from the company's funds account to pay operating costs prior to the completion date (excluding certain cash held on site in connection with ordinary casino operations). Subject to the disbursement agent's rights upon the occurrence of an event of default, Wynn Las Vegas, Wynn Capital and Wynn Design & Development shall be permitted from time to time to draw checks on and otherwise withdraw amounts on deposit in the operating account to pay due and payable operating costs. Until the opening date, if the amounts on deposit in the operating account exceed a specified amount, such excess shall be withdrawn and deposited in the company's funds account (provided that pre-opening deposits made by customers shall not be counted for purposes of determining whether this threshold has been exceeded). The foregoing limit on amounts on deposit in the operating account shall be increased upon opening to an amount mutually agreed upon by Wynn Capital, Wynn Las Vegas, Wynn Design & Development and the disbursement agent.

Completion Guarantee Deposit Account

A special purpose subsidiary of Wynn Las Vegas will be providing a $50 million completion guarantee in favor of the lenders under the credit facilities and the holders of the second mortgage notes to secure completion in full of the construction and opening of Le Rêve, including all furniture, fixtures and equipment,

the parking structure, the golf course and the availability of initial working capital. Wynn Resorts will contribute $50 million of the net proceeds of its initial public offering to that subsidiary to support that subsidiary's obligations under the completion guarantee. These funds will be deposited into a collateral account to be held in cash or short-term highly rated securities, and pledged to the senior lenders under the credit facilities and the holders of the second mortgage notes as security for the completion guarantee. Pursuant to the disbursement agreement, these funds will become

available to us on a gradual basis to apply to the costs of the project only after fifty percent of the Le Rêve construction work has been completed. Upon the occurrence of an event of default under our credit facilities or the indenture governing the second mortgage notes, the lenders under our credit facilities or, if no amounts are outstanding under our credit facilities, the holders of the second mortgage notes, will be permitted to exercise remedies against such sums and apply such sums against the obligations under their respective documents. After completion and opening of Le Rêve, any amounts remaining in this account will be released to Wynn Resorts.

Liquidity Reserve Account

As security for Wynn Las Vegas' obligation to complete the project, Wynn Resorts will also deposit $30 million of the proceeds of its offering of common stock into the liquidity reserve account. Until the completion and opening of Le Rêve, amounts on deposit in the liquidity reserve account shall, from time to time, be transferred to the company's funds account for application to pay budgeted costs in accordance with the disbursement agreement. Following the completion and opening of Le Rêve, these funds will be available to meet our debt service needs in connection with the operation of Le Rêve. Upon the occurrence of an event of default under the credit facilities or the indenture governing the second mortgage notes, the lenders under our credit facilities or, if no amounts are outstanding under our credit facilities, the second mortgage note holders, will be permitted to exercise remedies against such sums and apply such sums against the obligations under their respective debt documents. Once Wynn Las Vegas has met prescribed cash flow tests for a period of four consecutive fiscal quarters after the opening of Le Rêve, we will use any remaining funds to reduce the outstanding amounts under our revolving credit facility, but without reducing the revolving credit facility commitment.

Funding Conditions

From the initial funding of the second mortgage notes and until final completion has been achieved, we will be required to satisfy conditions precedent before we are permitted to receive funds from the disbursement accounts. These conditions will include, among others:

- our delivery of a disbursement request and certificate certifying as to, among other things:

  (1) the application of the funds to be disbursed,

  (2) the substantial conformity of construction undertaken to date with the plans and specifications, as amended from time to time in accordance with the disbursement agreement,

  (3) the continued expectation that the construction of Le Rêve will be completed by the scheduled completion date, which may be extended in accordance with the disbursement agreement, but not beyond September 30, 2005, except for certain limited permitted extensions due to force majeure events,

  (4) the use of funds in accordance with the budgeted amounts, as adjusted from time to time in accordance with the disbursement agreement,

  (5) the sufficiency of remaining funds (net of the reserved portions of the completion guarantee and liquidity reserve and required contingency amounts) to complete Le Rêve, and

  (6) compliance with line item category budget allocations (as such allocations may be amended from time to time in accordance with the disbursement agreement), taking into account allocations for contingencies;

- delivery by the construction consultant and certain contractors and subcontractors of certificates corroborating various matters set forth in our disbursement request and certificate;
- absence of a default or event of default under the credit facilities, the FF&E facility and the second mortgage notes documents;
- all of the credit documentation and each other material agreement for the development and construction of the project being in full force and effect;
- all representations and warranties being true and correct in all material respects;
- our receipt of the governmental approvals then required;
- our delivery to the disbursement agent of the acknowledgments of payment and lien releases required under the disbursement agreement;
- procurement of all required title insurance policies, commitments and endorsements insuring that the project continues to be subject only to permitted liens;
- the absence of any event or circumstance (including an adverse gaming determination) that has caused or could reasonably be expected to cause a material adverse effect;

- Wynn Resorts and its principal stockholders must maintain in full force and effect the existing arrangements among the stockholders to facilitate obtaining the gaming license for the Le Reve project in the event that one of our major stockholders is unable to qualify for such license; and

- we and our general contractor must have entered into subcontracts in respect of specified percentages of the total construction cost of Le Rêve to be managed by each of us, which percentages are to be mutually agreed upon by us and the lenders under the credit facilities.

From the initial funding of the second mortgage notes through exhaustion of the amounts on deposit in the second mortgage notes proceeds account, the trustee (acting under the indenture) shall be entitled to waive the conditions precedent to advances under the disbursement agreement with respect to advances from the second mortgage notes proceeds account and the company's funds account without bank agent's or the FF&E agent's consent. After exhaustion of the amounts on deposit in the second mortgage note proceeds account, the bank agent (acting under the credit facilities agreement) shall be entitled to waive the conditions precedent to advances under the disbursement agreement with respect to advances under the credit facilities and from the company's funds account without the trustee's or the FF&E agent's consent. The FF&E agent (acting under the FF&E facility agreement) shall at all times be entitled to waive the conditions precedent to advances under the disbursement agreement with respect to advances under the FF&E facility without the bank agent's or the trustee's consent.

Changes to Construction Budget and Schedule

The disbursement agreement will contain guidelines for the construction consultant and the disbursement agent to permit amendments to the budget and the plans and specifications. These conditions will generally be the same as conditions to disbursement that relate to the project and the budget.

The guidelines will only permit increases to any line item category to the extent of the sum of:

- savings in a different category;

- allocation of previously "unallocated contingency," subject to a specified minimum balance required, from time to time, to be maintained in the "unallocated contingency" line item category; and

- use of additional Le Rêve revenues or additional company equity and other amounts, to the extent deposited in the appropriate disbursement agreement accounts.

We may, from time to time, amend the project schedule to extend the completion date, but not beyond September 30, 2005, by delivering to the disbursement agent a certificate describing the amendment and complying with the conditions set forth above with respect to the changes in the project budget that will result from the extension of the completion date. We have the ability to extend the completion date for a limited period beyond September 30, 2005 due to force majeure events.

Covenants

The disbursement agreement contains various affirmative covenants with which we are obligated to comply, such as:

- to use the proceeds of the credit facilities, the FF&E facility and the second mortgage notes only to pay project costs in accordance with the project budget and the disbursement agreement;

- to repay all indebtedness in accordance with its terms;

- to maintain our existence and engage only in the business permitted by the disbursement agreement;

- to construct Le Rêve diligently and substantially in accordance with the plans and specifications (as the same may be amended from time to time in accordance with the disbursement agreement);

- to construct, maintain and operate Le Rêve in accordance in all material respects with all applicable laws and procure, maintain and comply with all required governmental approvals in all material respects;

- to permit the mortgage note trustee to inspect the project and to examine our books and records;

- to provide the mortgage note trustee with annual audited and quarterly unaudited consolidated financial statements of Valvino and certain other parties, together with certain construction progress reports and other reports, certificates and notices with respect to project;

- to cause to be deposited into the company's funds account all additional required equity as and when required;

- to indemnify the mortgage note trustee against claims, expenses, obligations and liabilities incurred or asserted against it in connection with its participation in the transactions contemplated, subject to certain exceptions;

- cause certain unincorporated materials to be stored and identified in accordance with specific requirements;

- to cause Marnell Corrao to cause its subcontractors working under a subcontract with a value more than $25.0 million to provide a payment and performance bond to secure its obligations under its subcontract;

- subject to certain exceptions, withhold from each contractor, and require each contractor to withhold from its first tier subcontractors, a retainage equal to 10% of each payment made to that person;

- to maintain and preserve the liens of the security documents and the priority thereof; and
- to maintain and comply with the required insurance policies.

The disbursement agreement will also require us and the restricted entities to comply with negative covenants. These covenants will limit, among other things, our and the restricted entities' ability to:

- waive or terminate any material right under the Marnell Corrao construction contract, the construction contract guarantee, other material project documents or any required governmental approval;
- enter into new material project documents unless we provide certifications assuring that the documents comply with the procedures set forth in the disbursement agreement (for example, new contracts with contractors or suppliers will not be permitted unless the proposed work is consistent with the previously approved project, the overall budget and the completion schedule);
- implement any material change to the plans and specifications or any change order under the construction contracts or other contracts, if the change or change order:

  (1) requires an amendment to the project budget, unless we comply with the procedures for amending the project budget;

  (2) will cause the plans and specifications to no longer comply with certain parameters;

  (3) could reasonably be expected to delay completion beyond the outside completion date;

  (4) is not permitted by a project document;

  (5) could reasonably be expected to adversely affect our compliance with legal requirements and governmental approvals; or

- amend the project budget or the project schedule except in accordance with the procedures set forth in the disbursement agreement.

From and after the first funding under the credit facilities, the bank agent, without the consent of the trustee or the lenders under our FF&E facility, shall have the right to agree with Wynn Las Vegas, Wynn Capital and Wynn Design & Development to reduce the scope of the project, so long as after giving effect to the amendment:

- the scope will continue to satisfy certain minimum project standards set forth in the indenture and the FF&E facility agreement;
- the project will remain capable of being completed at or before the scheduled completion date in effect at such time;

- remaining funds (net of the reserved portions of the completion guarantee and liquidity reserve and a required contingency amount) are sufficient to complete the project on or before the outside completion deadline; and
- no other default or event of default exists under the disbursement agreement.

See "Risk Factors—Risks Related to the Offering and the Second Mortgage Notes—Because we have multiple lenders, holders of the second mortgage notes may be disadvantaged by actions taken by one or more of our other lenders" and "Intercreditor Agreements—Project Lenders Intercreditor Agreement."

Exercise of Remedies on Default

The disbursement agreement will provide that each of the following constitutes an "event of default" thereunder:

- the occurrence of certain events of default under the credit facilities, the FF&E facility or the indenture;
- the failure, from time to time from and after the initial funding of the second mortgage notes, of remaining funds (net of the reserved portions of the completion guarantee and liquidity reserve, and a required contingency amount) to be sufficient to complete the project on or before the outside completion deadline, if such failure has not been remedied within 30 days;
- Wynn Las Vegas, Wynn Capital or Wynn Design & Development's failure, for 60 consecutive days, to submit an advance request for disbursement of funds which is approved;
- the failure of any representation or warranty made by us in any operative agreement to have been correct when made or deemed made in any material respect;
- default by Wynn Las Vegas, Wynn Capital or Wynn Design & Development in its compliance with any affirmative or negative covenant contained in the disbursement agreement, subject to certain cure periods not to exceed 30 days;
-

default by us or any other party thereto of any construction contract with a contract value in excess of $5.0 million, subject to certain cure and substitution rights by Wynn Las Vegas, Wynn Capital or Wynn Design & Development;

- default by us or any other party thereto of any material project document (other than the construction contracts) the effect of which reasonably could be expected to have a material adverse effect, subject to certain cure and substitution rights by Wynn Las Vegas, Wynn Capital and Wynn Design & Development;

- failure of any of the credit facilities agreement, the FF&E facility agreement, the indenture or the security documents to be in full force and effect or to provide the secured parties thereunder the security interest intended to be granted therein;

- the Marnell Corrao construction contract, the Austi construction contract guaranty or certain other material project documents shall have terminated or otherwise become invalid or illegal;

- any of the other material project documents shall have terminated or otherwise become invalid or illegal, subject to certain cure and substitution rights by Wynn Las Vegas, Wynn Capital and Wynn Design & Development;

- Wynn Las Vegas ceasing to own the Le Rêve site, the improvements thereon or certain easements, subject to certain permitted exceptions;

- Wynn Resorts ceasing to own the golf course parcel, the improvements thereon or certain easements, subject to certain permitted exceptions;

- Valvino ceasing to own the 20-acre parcel next to Le Rêve, the improvements thereon or certain easements, subject to certain permitted exceptions;

- the issuers and the restricted entities ceasing to own the water rights in connection with the Le Rêve site, the improvements thereon or certain easements;

- Wynn Las Vegas, Wynn Capital or Wynn Design & Development abandoning the project or otherwise ceasing to pursue the operations of the project in accordance with standard industry practice or selling or disposing of its interest therein;

- any other governmental approvals necessary for the ownership, construction, maintenance, financing or operation of the project being modified, revoked or cancelled and the effect of such modification, revocation or cancellation is reasonably likely to have a material adverse effect;

- the construction consultant shall reasonably determine that the completion date is likely to occur no earlier than 75 days after the scheduled completion date, as in effect from time to time; or

- failure to achieve the completion date on or before the scheduled completion date, as in effect from time to time.

Upon the occurrence of an event of default under the disbursement agreement, our lenders will be permitted to exercise remedies, including one or more of the following:

- termination of the obligation to make any further disbursements; and

- exercising any and all rights and remedies available to them under any of the credit facilities agreement, the FF&E facility agreement or the indenture.

Pursuant to the project lenders intercreditor agreement and subject to certain limitations, from and after the first funding under the credit facilities, the lenders under the credit facilities will have the right (without obtaining the holders of the second mortgage notes' consent) to waive certain defaults under the disbursement agreement. Except for the 20-acre parcel and portions of the golf course parcel, any such waiver or amendment approved by the lenders under the credit facilities shall not be permitted to effect any release of liens on the collateral without the consent of the trustee. See "Risk Factors—Risks Related to the Offering and the Second Mortgage Notes—Because we have multiple lenders, holders of the second mortgage notes may be disadvantaged by actions taken by one or more of our other lenders" and "Intercreditor Agreements—Project Lenders Intercreditor Agreement."

The disbursement agreement will terminate after final completion occurs, all work has been completed and all contractors have been paid.

U.S. FEDERAL INCOME TAX CONSIDERATIONS

General

The following is a general discussion of certain United States federal income tax consequences of the purchase, ownership and disposition of the second mortgage notes by an investor who acquires beneficial ownership of a second mortgage note pursuant to this offer. Those consequences will differ depending on whether the investor is a U.S. Holder or a Non-U.S. Holder.

As used herein, a "U.S. Holder" is a beneficial owner of a second mortgage note who is for United States federal income tax purposes (1) an individual who is a citizen or resident of the United States; (2) a corporation created in or organized under the laws of the United States or any state or political subdivision thereof; (3) an estate the income of which is subject to United States federal income taxation regardless of its source; or (4) a trust if (A) the administration of the trust is subject to the primary supervision of a United States court and one or more United States persons have the authority to control all substantial decisions of the trust, or (B) the trust was in existence on August 20, 1996, was treated as a United States person under the Internal Revenue Code of 1986, as amended (the "Code"), in effect immediately prior to such date and has made a valid election to be treated as a United States person under the Code.

As used herein, a "Non-U.S. Holder" is a beneficial owner of a second mortgage note that is not a U.S. Holder.

If a partnership (including for this purpose any entity treated as a partnership for United States federal income tax purposes) is a beneficial owner of the second mortgage notes, the treatment of a partner in the partnership will generally depend upon the status of the partner and upon the activities of the partnership. A holder of second mortgage notes that is a partnership and partners in such partnership should consult their tax advisors about the United States federal income tax consequences of the purchase, ownership, and disposition of the second mortgage notes.

This summary assumes that investors hold second mortgage notes as "capital assets" under the Code and does not discuss special situations, such as those of (1) holders who are broker-dealers, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, financial institutions, partnerships or other passthrough entities, insurance companies, controlled foreign corporations, passive foreign investment companies, foreign personal holding companies, or corporations that accumulate their earnings to avoid United States federal income tax; (2) certain former citizens or former long-term residents of the United States, or (3) persons holding second mortgage notes as part of a hedging or conversion transaction, a straddle, a constructive sale or synthetic securities transaction or that have a functional currency other than the U.S. dollar, all of whom may be subject to tax rules that differ significantly from those summarized below. Furthermore, the discussion below is based upon the provisions of the Code and regulations, rulings and judicial decisions thereunder as of the date hereof, and such authorities may be repealed, revoked, or modified, possibly with retroactive effect, so as to result in United States federal income tax consequences different from those discussed below. In addition, except as otherwise indicated, the following does not consider the effect of any applicable foreign, state, local or other tax laws, including those applicable to estate or gift tax.

Prospective investors are advised to consult their own tax advisors with regard to the application of the tax considerations discussed below to their particular situations, as well as the application of any state, local, foreign or other tax laws, or subsequent revisions thereof.

United States Federal Income Taxation of U.S. Holders

Payments of Interest on the Second Mortgage Notes

Interest on the second mortgage notes will be taxable to a U.S. Holder as ordinary income from domestic sources at the time it is paid or accrued in accordance with the U.S. Holder's regular method of accounting for tax purposes. We do not believe that the second mortgage notes have any original issue discount.

Effect of Optional Redemption

In the event of a change of control, the issuers will be required to offer to redeem all of the second mortgage notes at 101% of principal amount plus accrued and unpaid interest. In addition, we have an option under specified circumstances related to the Issuer's gaming license described in "Description of the Second Mortgage Notes—Gaming Redemption" to redeem the second mortgage notes from certain holders at redemption prices specified elsewhere herein. Under Treasury Regulations, the possibility of the redemption of the second mortgage notes prior to maturity may be disregarded for purposes of determining the amount of interest or original issue discount income (or the timing of their recognition) if as of the date the second mortgage notes are issued, the likelihood of the payment is remote. We intend to take the reporting position, based on all of the facts and circumstances as of the date of issuance, that the likelihood of a change of control or a redemption related to Issuers' gaming license is remote and do not intend to treat such possibilities as affecting the yield to maturity of the second mortgage notes. Our reporting position that there is a remote likelihood of a change of control or a redemption related to Issuers' gaming license is binding on each U.S. Holder unless the holder explicitly discloses in a manner required by applicable Treasury Regulations that its determination is different from ours. Our reporting position is not, however, binding on the Internal Revenue Service, referred to as the IRS, and if the IRS were to successfully challenge this position, a U.S. Holder might be required to accrue income on its notes in excess of stated interest.

We may redeem up to 35% of the second mortgage notes prior to , 2005 and may redeem the second mortgage notes, in whole or in part, at any time on or after , 2006, at redemption prices specified elsewhere herein plus accrued and unpaid stated interest. The date of any such redemption is referred to as the optional call date. The Treasury Regulations contain rules for determining the "maturity date" and the stated redemption price at maturity of an instrument that may be redeemed prior to its stated maturity date at the option of the issuer. Under such Treasury Regulations, solely for the purposes of the accrual of original issue discount, it is assumed that an issuer will exercise any option to redeem a debt instrument only if such exercise would lower the yield to maturity of the debt instrument. Because the exercise of such options would not lower the yield to maturity of the second mortgage notes, we believe that we will not be presumed under these rules to redeem the second mortgage notes prior to their stated maturity.

U.S. Holders may wish to consult their own tax advisors regarding the treatment of such contingencies.

Sale, Redemption, Retirement or Other Taxable Disposition of the Second Mortgage Notes

Upon the sale, exchange, redemption, retirement or other taxable disposition of a second mortgage note, the holder will generally recognize gain or loss in an amount equal to the difference between (1) the amount of cash and the fair market value of other property received in exchange therefor and (2) the holder's adjusted tax basis in such second mortgage note. Amounts attributable to accrued but unpaid interest on the second mortgage notes will

be treated as ordinary interest income. A holder's adjusted tax basis in a second mortgage note is equal to the purchase price paid by such holder increased by the amount of any market discount previously included in income by such holder with respect to such second mortgage note or decreased by the amount of any amortizable bond premium applied to reduce interest on such second mortgage note and decreased by any payments received thereon.

Except as discussed below with respect to market discount, gain or loss realized on the sale, exchange, retirement or other taxable disposition of a second mortgage note will be capital gain or loss and will be long-term capital gain or loss if, at the time of sale, exchange, retirement, or other taxable disposition, the second mortgage note has been held for more than 12 months. The maximum rate of tax on long-term capital gains with respect to second mortgage notes held by an individual is 20%. The deductibility of capital losses is subject to certain limitations.

Market Discount

A U.S. Holder receives a "market discount" if he/she purchases a second mortgage note for an amount below the issue price (i.e. the price at which a substantial amount of notes were sold to persons other than bond houses, brokers or similar persons, or organizations acting in the capacity of underwriter, placement agent, or wholesaler). Under the market discount rules, subject to a *de minimis* exception, a U.S. Holder is required to treat any partial principal payment on, or any gain on the sale, exchange, retirement or other taxable disposition of, a second mortgage note as ordinary income to the extent of the accrued market discount that has not previously been included in income. In addition, a U.S. Holder that disposes of a note with market discount in certain otherwise nontaxable transactions must include accrued market discount as ordinary income as if such holder had sold the note at its then fair market value. Further, the U.S. Holder may be required to defer, until the maturity of the second mortgage note or its earlier disposition in a taxable transaction, the deduction of a portion of the interest expense on any indebtedness incurred or continued to purchase or carry such second mortgage note. Any market discount is considered to accrue ratably during the period from the date of acquisition to the maturity date of the second mortgage note, unless the U.S. holder elects to accrue such discount on a constant interest rate method.

Alternatively, a taxpayer may elect to include the interest income in income currently either ratably or under the constant interest rate method. If this election is made, the holder's basis in the second mortgage note will be increased to reflect the amount of income recognized and the rules described above regarding deferral of interest deductions will not apply. This election to include market discount in income currently, once made, applies to all market discount obligations acquired on or after the first day of the first taxable year to which the election applies and may not be revoked without the consent of the IRS.

Amortizable Bond Premium

A U.S. Holder that purchased a second mortgage note for an amount in excess of the stated redemption price at maturity is considered to have purchased such second mortgage note with "amortizable bond premium." A U.S. Holder generally may elect to amortize such premium over the remaining term of the second mortgage note on a constant yield method, as applied to each accrual period of the second mortgage note and allocated ratably to each day within an accrual period. As described under "Effect of Optional Redemption," the notes are subject to various call provisions. As discussed, we intend to take the reporting position that the likelihood of a redemption because of a change of control or gaming license issues is

remote and should be disregarded in determining the amount of amortizable bond premium. Accordingly, a U.S. Holder would calculate the amortizable bond premium based on the amount payable on the stated maturity date unless use of an optional call date (and price) results in smaller amortizable bond premium. The amount amortized in any year will be treated as a reduction of the U.S. Holder's interest income from the second mortgage note and a reduction in such U.S. Holder's tax basis in the second mortgage note. The election to amortize premium, once made, applies to all debt obligations held or subsequently acquired by the electing U.S. Holder on or after the first day of the first taxable year to which the election applies and may not be revoked without the consent of the IRS.

Information Reporting and Backup Withholding

Backup withholding and information reporting requirements may apply to certain payments of principal, premium, if any, and interest on a second mortgage note, and to the proceeds of the sale or redemption of the second mortgage note. We or our paying agent, as the case may be, are required to withhold from any payment that is subject to backup withholding tax if a U.S. Holder fails to furnish his taxpayer identification number, certify that such number is correct, certify that such holder is not subject to backup withholding or otherwise comply with the applicable backup withholding rules. Pursuant to recent tax legislation the rate of backup withholding tax was reduced to 30 percent on January 1, 2002 and will be reduced to 29 percent on January 1, 2004 and 28 percent on January 1, 2006. Unless extended by new legislation, however, the reduction in the rate of backup withholding tax will expire and the 31% backup withholding tax rate will be reinstated beginning January 1, 2011. Certain U.S. Holders, including all corporations, are not subject to backup withholding and information reporting.

United States Federal Income Taxation of Non-U.S. Holders

Payment of Interest

This discussion assumes, based upon the description of the DTC's book-entry procedures discussed in the section entitled "Description of the Second Mortgage Notes—Book-Entry, Delivery and Form" that upon issuance and throughout the term, all the second mortgage notes will be in registered form within the meaning of the Code and applicable Treasury Regulations. Pursuant to the "portfolio interest exception," the payment to a Non-U.S. Holder of interest on the second mortgage note is not subject to United States federal withholding tax pursuant to the "portfolio interest exception," provided that (i) the Non-U.S. Holder (A) does not actually or constructively own 10% or more of our capital or profits interest and (B) is neither a controlled foreign corporation that is related to us within the meaning of the Code, nor a bank that received the second mortgage notes on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business; and (ii) either (A) the beneficial owner of the second mortgage notes certifies to us or to our paying agent, under penalties of perjury, that it is not a U.S. Holder and provides its name and address on Internal Revenue Service Form W-8BEN (or a suitable substitute form) or (B) a securities clearing organization, bank or other financial institution that holds the second mortgage notes on behalf of such Non-U.S. Holder in the ordinary course of its trade or business (a "financial institution") certifies under penalties of perjury that such a Form W-8BEN (or suitable substitute form) has been received from the beneficial owner by it (or by a financial institution between it and the beneficial owner that has furnished it with a copy thereof).

If a Non-U.S. Holder cannot satisfy the requirements of the portfolio interest exception described above, payments of interest made to such Non-U.S. Holder will be subject to a 30%

withholding tax, unless the beneficial owner of the second mortgage note provides us or our paying agent, as the case may be, with a properly executed (i) Form W-8BEN (or a suitable substitute form) claiming an exemption from or reduction in the rate of withholding pursuant to a tax treaty or (ii) Form W-8ECI (or a suitable substitute form) providing a United States identification number and stating that interest paid on the second mortgage note is effectively connected with the beneficial owner's conduct of a trade or business in the United States.

If a Non-U.S. Holder of a second mortgage note is engaged in a trade or business in the United States and interest on the second mortgage note is effectively connected with the conduct of such trade or business and, where an income tax treaty applies, attributable to a United States permanent establishment, such Non-

U.S. Holder, will be subject to United States federal income tax on such interest. In addition, if such Non-U.S. Holder is a foreign corporation, it may be subject to a branch profits tax equal to 30% of its effectively connected earnings and profits for that taxable year, subject to adjustment, unless it qualifies for a lower rate under an applicable income tax treaty.

Sale, Redemption, Retirement or Other Taxable Disposition of the Notes

A Non-U.S. Holder generally will not be subject to United States federal income tax on gain realized on a sale, exchange, redemption, retirement or other taxable disposition of a second mortgage note unless (1) the gain is effectively connected with the conduct of a trade or business in the United States by the Non-U.S. Holder, and, where an income tax treaty applies, attributable to a United States permanent establishment or (2) in the case of a Non-U.S. Holder who is an individual, such holder is present in the United States for 183 days or more in the taxable year of disposition and certain other conditions are met.

If a Non-U.S. Holder of a second mortgage note is engaged in the conduct of a trade or business in the United States, gain on the disposition of the second mortgage note that is effectively connected with the conduct of such trade or business and, where an income tax treaty applies, is attributable to a United States permanent establishment, will be taxed on a net basis at applicable graduated individual or corporate rates. Effectively connected gain of a foreign corporation may, under certain circumstances, be subject as well to a branch profits tax at a rate of 30 percent or a lower applicable income tax treaty rate.

Federal Estate Tax

Second mortgage notes held by an individual Non-U.S. Holder will not be included in such holder's gross estate for United States federal estate tax purposes if (a) the interest on the second mortgage notes qualifies for the "portfolio interest exemption" from United States federal income tax under the rules described above in "—United States Federal Income Taxation of Non-U.S. Holders—Payment of Interest," or (b) they are excluded under an applicable treaty. The United States federal estate tax generally has been repealed for decedents dying in 2010. Unless extended by new legislation, however, the repeal expires and the United States federal estate tax is reinstated beginning January 1, 2011.

Information Reporting and Backup Withholding

We must report annually to the IRS and to each Non-U.S. Holder on Form 1042-S the amount of interest paid on a second mortgage note, regardless of whether withholding was required, and any tax withheld with respect to the interest. Under the provisions of an income tax treaty and other applicable agreements, copies of these information returns may be made available to the tax authorities of the country in which the Non-U.S. Holder resides.

Backup withholding is unlikely to apply to payments of principal or interest made by us or our paying agents to a Non-U.S. Holder if the holder is exempt from United States withholding tax on interest as described above in "United States Federal Income Tax Considerations—United States Federal Income Taxation of Non-U.S. Holders—Payments of Interest."

The payment of proceeds from the disposition of a second mortgage note effected by or through a United States office of a broker is also subject to both backup withholding and information reporting unless a Non-U.S. Holder provides the payor with such Non-U.S. Holder's name and address and either certifies non-United States status or otherwise establishes an exemption. In general, backup withholding and information reporting will not apply to the payment of the proceeds of a sale of a second mortgage note by or through a foreign office of a broker. If, however, such broker is, for United States federal income tax purposes, a United States person, a controlled foreign corporation, a foreign person 50 percent or more of whose gross income is from a United States trade or business for a specified three-year period, or a foreign partnership that at any time during its tax year either is engaged in the conduct of a trade or business in the United States or has as partners one or more United States persons that, in the aggregate, hold more than 50 percent of the income or capital interest in the partnership, such payments will be subject to information reporting, but not backup withholding, unless such broker has documentary evidence in its records that the holder is a Non-U.S. Holder and certain other conditions are met, or the exemption is otherwise established.

Pursuant to recent tax legislation the rate of backup withholding tax was reduced to 30 percent on January 1, 2002 and will be reduced to 29 percent on January 1, 2004 and 28 percent on January 1, 2006. Unless extended by new legislation, however, the reduction in the rate of backup withholding tax will expire and the 31 percent backup withholding tax rate will be reinstated beginning January 1, 2011. Any amounts withheld under the backup withholding rules will be allowed as a refund or credit against the Non-U.S. Holder's United States federal income tax liability provided that the required information is furnished to the IRS.

Investors are urged to consult their tax advisors in determining the tax consequences to them of the purchase, ownership, and disposition of the second mortgage notes, including the application to their particular situations of the United States federal income tax considerations discussed in this prospectus and the application of state, local, foreign or other tax laws.

UNDERWRITING

Subject to the terms and conditions of the underwriting agreement, the underwriters named below, through their representatives Deutsche Bank Securities Inc., Banc of America Securities LLC, Bear, Stearns & Co. Inc. and Dresdner Kleinwort Wasserstein — Grantchester, Inc., have severally agreed to purchase from us the following respective principal amounts of the second mortgage notes listed opposite their name below at the public offering price less the underwriting discounts and commissions set forth on the cover page of this prospectus:

Underwriters	Principal Amount of Notes
Deutsche Bank Securities Inc.	$
Banc of America Securities LLC	
Bear, Stearns & Co. Inc.	

Dresdner Kleinwort Wasserstein — Grantchester, Inc.	
Fleet Securities, Inc.	
Scotia Capital (USA) Inc.	
SG Cowen Securities Corporation	
Jefferies & Company, Inc.	
Total	$

The underwriting agreement provides that the obligations of the several underwriters to purchase the second mortgage notes offered hereby are subject to certain conditions precedent and that the underwriters will purchase all of the second mortgage notes offered by this prospectus if any of these second mortgage notes are purchased.

We have been advised by the representatives of the underwriters that the underwriters propose to offer the second mortgage notes to the public at the public offering price set forth on the cover of this prospectus and to dealers at a price that represents a concession not in excess of % of the principal amount of the second mortgage notes. The underwriters may allow, and these dealers may re-allow, a concession of not more than % of the principal amount of the second mortgage notes to other dealers. After the initial public offering, representatives of the underwriters may change the offering price and other selling terms.

In addition, we estimate that our share of the total expenses of this offering, excluding underwriting discounts and commissions, will be approximately $.

We have agreed to indemnify the underwriters against some specified types of liabilities, including liabilities under the Securities Act, and to contribute to payments the underwriters may be required to make in respect of any of these liabilities.

The representatives of the underwriters have advised us that the underwriters do not intend to confirm sales to any account over which they exercise discretionary authority. The second mortgage notes are a new issue of securities with no established trading market. The second mortgage notes will not be listed on any securities exchange or on any automated dealer quotation system. The underwriters may make a market in the second mortgage notes after completion of the offering, but will not be obligated to do so and may discontinue any market-making activities at any time without notice. No assurance can be given as to the liquidity of the trading market for the second mortgage notes or that an active public market for the second mortgage notes will develop. If an active public trading market for the second

mortgage notes does not develop, the market price and liquidity of the second mortgage notes may be adversely affected.

In connection with the offering, the underwriters may purchase and sell the second mortgage notes in the open market. These transactions may include short sales, purchases to cover positions created by short sales and stabilizing transactions.

Short sales involve the sale by the underwriters of a greater principal amount of second mortgage notes than they are required to purchase in the offering. The underwriters may close out any short position by purchasing second mortgage notes in the open market. A short position is more likely to be created if underwriters are concerned that there may be downward pressure on the price of the second mortgage notes in the open market prior to the completion of the offering.

Stabilizing transactions consist of various bids for or purchases of the second mortgage notes made by the underwriters in the open market prior to the completion of the offering.

The underwriters may impose a penalty bid. This occurs when a particular underwriter repays to the other underwriters a portion of the underwriting discount received by it because the representatives of the underwriters have repurchased notes sold by or for the account of that underwriter in stabilizing or short covering transactions.

Purchases to cover a short position and stabilizing transactions may have the effect of preventing or slowing a decline in the market price of the second mortgage notes. Additionally, these purchases, along with the imposition of the penalty bid, may stabilize, maintain or otherwise affect the market price of the second mortgage notes. As a result, the price of the notes may be higher than the price that might otherwise exist in the open market. These transactions may be effected in the over-the-counter market or otherwise.

A prospectus in electronic format may be made available on Internet web sites maintained by one or more of the lead underwriters of this offering and may be made available on web sites maintained by other underwriters. The representatives may agree to allocate a number of second mortgage notes to underwriters for sale to their online brokerage account holders. The representatives may allocate the second mortgage notes to underwriters that may make Internet distributions on the same basis as other allocations. In addition, the second mortgage notes may be sold by the underwriters to securities dealers who may resell the second mortgage notes to online brokerage account holders. Other than the prospectus in electronic format, the information on any underwriter's web site and any information contained in any other web site maintained by an underwriter is not part of the prospectus or the registration statement of which the related prospectus forms a part.

Deutsche Bank Securities Inc., Bear, Stearns & Co. Inc. and Banc of America Securities LLC will act as joint book-running managers, and an affiliate of Dresdner Kleinwort Wasserstein - Grantchester, Inc. will act as co-lead managing underwriter for the initial public offering of Wynn Resorts, which is expected to close concurrently with this offering, and will receive certain fees for their services. Jefferies & Company, Inc. and SG Cowen Securities Corporation will also act as underwriters in connection with the initial public offering of Wynn Resorts and will receive certain fees for their services.

Deutsche Bank Trust Company Americas, an affiliate of Deutsche Bank Securities Inc., will act as the sole administrative agent and as a lender under the credit facilities and will receive certain fees for its services. In addition, Deutsche Bank Securities Inc. will act as advisor, joint book-running manager and lead-arranger in connection with the credit facilities and will receive certain fees for its services.

Bank of America, N.A., an affiliate of Banc of America Securities LLC, will act as a lender under the credit facilities and will receive certain fees for its services. In addition, Banc of America Securities LLC will act as sole syndication agent and as advisor, joint book-running manager and lead-arranger in connection with the credit facilities and will receive certain fees for its services.

Bear Stearns Corporate Lending Inc., an affiliate of Bear, Stearns & Co. Inc., will act as joint documentation agent and as a lender under the credit facilities and will receive certain fees for its services. In addition, Bear, Stearns & Co. Inc. will act as advisor, joint book-running manager and arranger in connection with the credit facilities and will receive certain fees for its services.

Dresdner Bank AG, New York branch, an affiliate of Dresdner Kleinwort Wasserstein — Grantchester, Inc., will act as arranger and joint documentation agent and as a lender under the credit facilities and will receive certain fees for its services.

Affiliates of Fleet Securities, Inc. and Scotia Capital (USA) Inc. will act as lenders under the credit facilities and will receive certain fees for their services. See "Description of Other Indebtedness—Credit Facilities."

Bank of America, N.A. and Banc of America Leasing & Capital LLC, affiliates of Banc of America Securities LLC, and Deutsche Bank Securities Inc. will act as arrangers under the FF&E facility and will receive certain fees for their services. An affiliate of Bear, Stearns & Co. Inc. will act as a lender under the FF&E facility and will receive certain fees for its services. An affiliate of SG Cowen Securities Corporation will act as a lender under the FF&E facility and will receive certain fees for its services. Wynn Las Vegas intends to use approximately $28.5 million of borrowings under the FF&E facility to refinance a loan made by Bank of America, N.A. to World Travel, LLC, which will become a wholly owned subsidiary of Wynn Las Vegas prior to the consummation of this offering. See "Description of Other Indebtedness—FF&E Facility."

Some of the underwriters or their affiliates have provided investment and commercial banking services to us and our affiliates in the past and may do so in the future. They receive customary fees and commissions for these services.

It is expected that delivery of the notes will be made against payment therefor on the date specified on the cover page of this prospectus, which will be the fifth business day following the date of pricing of the notes. Under Rule 15c6-1 under the Exchange Act, trades in the secondary market generally are required to settle in three business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the notes on the date of pricing or the next succeeding four business days will be required by virtue of the fact that the notes initially will settle in five business days to specify an alternate settlement cycle at the time of any such trade to prevent failed settlement. Purchasers of the notes who wish to trade the notes on the date of pricing or the next succeeding four business days should consult their own advisor.

Foreign Jurisdictions

The information contained in this prospectus does not constitute an offer or an invitation to make an offer for the acquisition of notes by Austrian investors nor are such notes available to Austrian investors with the following exemption. The notes are exclusively offered to a limited number of institutional investors and are therefore not subject to the public offering requirements of the Austrian Capital Markets Act (Section 3, paragraph 1, subparagraph 11). Institutional investors are persons whose ordinary business activities

include the acquisition of the respective notes for the purpose of their business and who are interested in the notes not with the purpose of offering such notes to third parties in Austria. Such notes are not offered and will not be made available to any other persons in Austria.

This prospectus has not been prepared in the context of a public offering of securities in France within the meaning of Article L.411-1 of the French *Code Monétaire et Financier* and Regulations No. 98-01 and 98-08 of the *Commission des opérations de bourse* ("COB") and has therefore not been submitted to the COB for prior approval. It is made available only to qualified investors and/or to a limited circle of investors (as defined in Article L.411-2 of the French *Code Monétaire et Financier* and in the Decree No. 98-880 dated 1 October 1998), on the condition that it shall not be passed on to any person nor reproduced (in whole or in part) and that applicants act for their own account in accordance with the terms set out by the said Decree and undertake not to retransfer, directly or indirectly, the notes in France, other than in compliance with applicable laws and regulations (Articles L.411-1, L.411-2, L.412-1 and L.621-8 of the French *Code Monétaire et Financier*).

The public offer of securities for sale in Germany is subject to certain restrictions, namely the restrictions provided in the German Securities Selling Prospectus Act (*Wertpapier-Verkaufsprospektgesetz*). The offer of the notes does not constitute a public offer of securities for sale in Germany. This prospectus has not been approved by the German Federal Supervisory Authority for Financial Services (*Bundesanstalt für Finanzdienstleistungsaufsicht*) or any other competent German authority under the relevant laws. This prospectus may not be publicly distributed in Germany and may not be used in connection with any resale of the notes. The notes may not be resold in Germany by way of a public offer. The underwriters, any other purchaser of the notes and the persons into whose possession this prospectus comes acknowledge these restrictions.

No public offering of the notes is permitted in the Hellenic Republic without the issuance and publication of a prospectus approved by the Capital Market Committee and the Athens Stock Exchange and consequently no advertisement of any kind, notifications, statements or other actions are permitted to be taken in the Hellenic Republic with a view to attracting the public in Greece to acquire any of the notes. All provisions of codified law 2190/1920, law 876/1979 and presidential decree 52/1992 must be complied with in respect of anything done in relation to the public offering of the notes in, from or otherwise involving the Hellenic Republic. In accordance with Article 4 of presidential decree 52/1992, the above approval procedure is not required if the notes are to be offered in the Hellenic Republic only to a restricted number of investors and/or persons engaged professionally in the investment business (such as insurance companies, credit institutions, social security funds and other persons who qualify as institutional investors within the meaning of Resolution No. 9/201/10.10.2000 of the Capital

Markets Commission). The notes have not been and will not be offered or sold to persons in Greece other than to insurance companies, credit institutions, social security funds and other persons who qualify as "institutional investors" within the meaning of Resolution no. 9/201/10.10.2000 of the Capital Market Commission and any other relevant regulation. No action has been taken or will be taken by the underwriters that would, or is intended to, permit a "public offer" of the notes in the Hellenic Republic as the meaning of "public offer" results from article 4 of Presidential Decree 52/1992, (re: determination of the requirements for the drawing up, scrutiny and distribution of the prospectus to be published when transferable securities are offered to the public in accordance with Directive 89/298/EC) and the above noted Resolution. Each underwriter further represents and agrees that it will comply with all applicable laws and regulations, and make or obtain all necessary filings, consents or approvals in Greece in connection with the sale of the notes in Greece, as provided by Greek legislation.

This prospectus does not constitute an offer or invitation to you or to the public to purchase or subscribe for any notes in the Republic of Ireland.

The offering of the notes has not been registered pursuant to the Italian securities legislation and, accordingly, the underwriters have represented and agreed that they have not offered or sold, and will not offer or sell, any notes in Italy a solicitation to the public, and that sales of the notes in Italy shall be effected in accordance with all Italian securities, tax, exchange control and other applicable laws and regulations.

The underwriters have represented that they will not offer, sell or deliver any notes or distribute copies of the prospectus or any other document relating to the notes in Italy except:

(a) to "professional investors", as defined in Article 31.2 of CONSOB Regulation No. 11522 of 1 July 1998, as amended ("Regulation No. 11522"), pursuant to Article 30.2 and 100 of Legislative Decree No. 58/1998 of 24 February 1998 ("Decree No. 58/1998"), or in any other circumstances where an express exemption from compliance with the solicitation restrictions provided by Decree No. 58/1998 or CONSOB Regulation No. 11971 of 14 May 1999, as amended, applies, provided however, that any such offer, sale or delivery of notes or distribution of copies of the prospectus or any other document relating to the notes in Italy must be:

(i) made by investment firms, banks or financial intermediaries permitted to conduct such activities in Italy in accordance with Legislative Decree No. 385 of 1 September 1993 ("Decree No. 385/1993"), Decree No. 58/1998, Regulation No. 11522 and any other applicable laws and regulations;

(ii) in compliance with Article 129 of Decree No. 385/1993 and the implementing instructions of the Bank of Italy, pursuant to which the issue, trading or placement of securities in Italy is subject to prior notification to the Bank of Italy, unless an exemption, depending, inter alia, on the amount of the issue and the characteristics of the securities, applies; and

(iii) in compliance with any other applicable notification requirement or limitation which may be imposed by CONSOB or the Bank of Italy; or

(b) to Italian residents who submit unsolicited offers to the Sole Bookrunner to purchase the notes.

The notes may not and will not be offered or sold to any individual or legal entity in The Netherlands other than to individuals or legal entities who or which trade in securities in the conduct of their profession or trade within the meaning of section 2 of the exemption regulation pursuant to the Dutch Securities Market Supervision Act (*Vrijstellingregeling Wet toezicht effectenverker* 1995), which includes banks, securities intermediaries (including dealers and brokers), insurance companies, pension funds, other institutional investors and commercial enterprises which, as an ancillary activity, regularly invest or trade in securities.

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the notes may not be circulated or distributed, nor may the notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to the public or any member of the public in Singapore other than (i) to an institutional investor or other person specified in Section 274 of the Securities and Futures Act 2001 of Singapore (the "SFA"), (ii) to a sophisticated investor in accordance with the conditions specified in Section 275 of the SFA

or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

The notes may not be offered or sold in Spain except in accordance with the requirements of the Spanish Securities Market Law (Ley 24/1988 de 28 de julio, del mercado de valores as amended by Law 37/1998 of November 16) and Royal Decree 291/1992, on Issues and Public Offerings of Securities (Real Decreto 291/1992, de 27 de marzo, sobre emisiones y ofertas públicas de valores) as amended or restated by Royal Decree 2590/1998 of 7 December (hereinafter the "R.D. 291/92"). This offering memorandum has not been verified nor registered in the administrative registries of the National Stock Exchange Commission ("CNMV") in Spain, and therefore a public offer for subscription of the notes shall not be promoted in Spain. Notwithstanding that and in accordance with the requirement set forth in R.D. 291/92, a private placement of the notes addressed exclusively to institutional investors (as defined in Article 7.1a of R.D. 291/92) will be carried out. The institutional investors will be subject to the restrictions on the subsequent transfer of the notes to other investors in Spain which are not institutional investors.

The notes are sold in Switzerland on the basis of a private placement. This prospectus does not, therefore, constitute a Prospectus within the meaning of Art. 652A of the Swiss Federal Code of Obligations.

This prospectus is directed only at persons who (i) are outside the United Kingdom or (ii) fall within Article 19 (Investment Professionals, being persons having professional experience in matters relating to investments) or Article 49 ("High Net Worth Companies," "Unincorporated Associations," etc.) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2001 (all such persons being referred to together as "relevant persons"). This prospectus must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this prospectus relates is available only to relevant persons and will be engaged in only with relevant persons.

LEGAL MATTERS

Selected legal matters in connection with this offering, including the validity of the second mortgage notes offered hereby, will be passed upon for Wynn Las Vegas, Wynn Capital and the guarantors listed herein by Irell & Manella LLP, Los Angeles, California. Certain matters of Nevada law will be passed upon for Wynn Las Vegas, Wynn Capital and the guarantors listed herein by Schreck Brignone, Las Vegas, Nevada. Selected legal matters in connection with this offering will be passed upon for the underwriters by Latham & Watkins, Los Angeles, California. Latham & Watkins is acting as counsel to the underwriters for the second mortgage notes, the underwriters for the initial public offering of common stock of Wynn Resorts and the arrangers under the credit facilities.

EXPERTS

The financial statements of Valvino Lamore, LLC and subsidiaries (a development stage company) as of December 31, 2001 and 2000, and for the year ended December 31, 2001 and the period from inception (April 21, 2000) to December 31, 2000, included in this prospectus and the related financial statement schedule included elsewhere in the registration statement have been audited by Deloitte & Touche LLP, independent auditors, as stated in their reports (which reports express unqualified opinions and include an explanatory paragraph referring to the restatement of the financial statements at Note 12) appearing herein and elsewhere in the registration statement, and have been so included in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

The financial statements of Wynn Las Vegas, LLC (a wholly owned subsidiary of Valvino Lamore, LLC and a development stage company) as of December 31, 2001 and for the period from inception (April 17, 2001) to December 31, 2001, included in this prospectus have been audited by Deloitte & Touche LLP, independent auditors, as stated in their report (which report expresses an unqualified opinion and includes an explanatory paragraph referring to the restatement of the financial statements at Note 6) appearing herein, and have been so included in reliance upon the reports of such firm given upon their authority of experts in accounting and auditing.

INDEPENDENT ACCOUNTANTS

In May, 2002, Valvino decided to no longer engage Arthur Andersen LLP ("Andersen") as its independent public accountants. The reports of Andersen on the financial statements of Valvino for the past two fiscal years contained no adverse opinion or disclaimer of opinion and were not qualified or modified as to uncertainty, audit scope or accounting principles. Through the present date, there has been no disagreement between Valvino and Andersen on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreement, if not resolved to the satisfaction of Andersen, would have caused Andersen to make reference to the subject matter thereof in its report on Valvino's financial statements for such periods. Through the present date, there have been no reportable events (as defined in Item 304(a)(1)(v) of Regulation S-K).

Valvino named Deloitte & Touche LLP ("Deloitte & Touche") as its new independent auditors in May, 2002. Prior to their appointment as independent auditors, neither Valvino nor anyone acting on its behalf, consulted with Deloitte & Touche regarding the application of accounting principles to a specified transaction or the type of audit opinion that might be rendered on Valvino's financial statements.

WHERE YOU CAN FIND MORE INFORMATION

Wynn Las Vegas, Wynn Capital and the guarantors listed herein have filed with the Securities and Exchange Commission, referred to as the SEC, a registration statement on Form S-1 with respect to the second mortgage notes offered by this prospectus. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement or the exhibits and schedules, which are part of the registration statement. The rules and regulations of the SEC allow Wynn Las Vegas and Wynn Capital to omit various information about Wynn Las Vegas, Wynn Capital, the guarantors and the second mortgage notes offered by this prospectus. For further information with respect to Wynn Las Vegas, Wynn Capital, the guarantors and the second mortgage notes offered by this prospectus, we refer you to the registration statement and exhibits and schedules filed as part of the registration statement. Statements contained in this prospectus concerning the contents of any contract or any other documents are not necessarily complete. If a contract or document has been filed as an exhibit to the registration statement, we refer you to the copy of the contract or document that has been filed. Each statement in this prospectus relating to a contract or document filed as an exhibit is qualified in all respects by the filed exhibit. Any document Wynn Las Vegas, Wynn Capital or the guarantors files may be read and copied at the SEC's public reference room at 450 Fifth Street, N.W., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information about the public reference room. Filings by Wynn Las Vegas, Wynn Capital or the guarantors with the SEC are also available to the public from the SEC's Web site at http://www.sec.gov.

Wynn Las Vegas, Wynn Capital and the guarantors listed in this prospectus do not currently file periodic reports, proxy statements or other information with the SEC. However, upon completion of this offering, Wynn Las Vegas, Wynn Capital and the guarantors will become subject to the information and periodic reporting requirements of the Securities Exchange Act, as amended, and, accordingly, will file periodic reports and other information with the SEC. Such periodic reports and other information will include information with respect to Wynn Las Vegas, Wynn Capital and the guarantors listed in this prospectus and will be available for inspection and copying at the SEC's public reference room, and the Web site of the SEC referred to above.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

INDEPENDENT AUDITORS' REPORT

To the Members of Valvino Lamore, LLC and Subsidiaries:

We have audited the accompanying consolidated balance sheets of Valvino Lamore, LLC and subsidiaries (a development stage company) as of December 31, 2001 and 2000, and the related consolidated statements of operations, members' equity, and cash flows for the year ended December 31, 2001 and for the period from inception (April 21, 2000) to December 31, 2000. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such financial statements present fairly, in all material respects, the consolidated financial position of the Company as of December 31, 2001 and 2000, and the consolidated results of its operations and its cash flows for the year ended December 31, 2001 and for the period from inception to December 31, 2000, in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 12, the accompanying financial statements have been restated.

Deloitte & Touche LLP

Las Vegas, Nevada
June 6, 2002 (October 2, 2002 as to the effects of the restatement at Note 12)

VALVINO LAMORE, LLC AND SUBSIDIARIES
(A DEVELOPMENT STAGE COMPANY)

CONSOLIDATED BALANCE SHEETS

(In thousands)

	Pro Forma Equity June 30, 2002 (See Note 10)	(As restated, see Note 12) June 30, 2002	December 31, 2001	December 31, 2000
	(Unaudited)	(Unaudited)		
ASSETS				
Current Assets				
Cash and cash equivalents		$ 187,860	$ 39,268	$ 54,429
Restricted cash		2,436	524	—
Receivables, net		273	202	877
Due from related parties, current		85	332	64
Inventories		203	284	322
Prepaid expenses and other		1,006	1,020	887
Total Current Assets		191,863	41,630	56,579
Property and equipment, net		379,726	337,467	322,696
Water rights		6,400	6,400	—
Due from related parties, net of current		—	—	6,488
Trademark		1,000	1,000	—
Other assets		7,047	2,046	1,321
Total Assets		$ 586,036	$ 388,543	$ 387,084
LIABILITIES AND MEMBERS' EQUITY				
Current Liabilities				
Accounts payable		$ 7,272	$ 2,077	$ 581
Accrued expenses		2,690	1,910	4,189
Current portion of long-term debt		670	35	32
Total Current Liabilities		10,632	4,022	4,802
Long-term debt		28,140	291	326
Minority interest		2,316	—	—
Members' Equity				
Contributed capital		586,066	412,572	392,572
Preferred Stock, $.01 par value; 40,000,000 Authorized, zero shares outstanding	$ —			
Common Stock, $.01 par value; 400,000,000 shares authorized, 40,000,000 shares outstanding	400			
Additional Paid-in Capital	585,666			
Deficit accumulated from inception during the development stage	(41,118)	(41,118)	(28,342)	(10,616)
	$ 544,948	544,948	384,230	381,956
Total Liabilities and Members' Equity		$ 586,036	$ 388,543	$ 387,084

The accompanying footnotes are an integral part of these consolidated financial statements.

VALVINO LAMORE, LLC AND SUBSIDIARIES
(A DEVELOPMENT STAGE COMPANY)

CONSOLIDATED STATEMENTS OF OPERATIONS

(In thousands, except share data)

(As restated, see Note 12)

	Six Months Ended June 30, 2002	Six Months Ended June 30, 2001	Year Ended December 31, 2001	From Inception to December 31, 2000	From Inception to June 30, 2002
	(Unaudited)	(Unaudited)			(Unaudited)
Revenues					
Airplane	726	680	1,077	87	1,890
Art gallery	117	—	35	—	152
Retail	97	—	27	—	124
Water	5	6	18	—	23
Total Revenue	945	686	1,157	87	2,189
Expenses					
Pre-opening costs	9,042	5,490	11,862	5,706	26,610
Depreciation and amortization	4,599	4,203	8,163	4,045	16,807
Loss on sale of fixed assets	105	178	394	—	499
Selling, general & administrative expenses	273	193	376	—	649
Facility closure expenses	—	373	373	1,206	1,579
Cost of water	5	19	40	—	45
Cost of retail sales	59	—	9	—	68
Loss from incidental operations	265	—	—	1,163	1,428
Total Expenses	14,348	10,456	21,217	12,120	47,685
Operating Loss	(13,403)	(9,770)	(20,060)	(12,033)	(45,496)
Other Income/(Expense)					
Interest expense, net of amounts capitalized	(453)	(14)	(28)	(17)	(498)
Interest income	798	1,550	2,362	1,434	4,594
Other Income, net	345	1,536	2,334	1,417	4,096
Minority interest	282	—	—	—	282
Net loss accumulated during the development stage	$ (12,776)	$ (8,234)	$ (17,726)	$ (10,616)	$ (41,118)
Weighted Average Shares Outstanding	208,784	203,230	205,479	200,000	204,482
Loss Per Share—Basic and Diluted	$ (61.19)	$ (40.52)	$ (86.27)	$ (53.08)	$ (201.08)
Pro Forma Share, Information (See Note 10)					
Weighted Average Shares Outstanding	39,610,500		38,983,476		
Loss Per Share—Basic and Diluted	$ (.32)		$ (.45)		

The accompanying footnotes are an integral part of these consolidated financial statements.

VALVINO LAMORE, LLC AND SUBSIDIARIES
(A DEVELOPMENT STAGE COMPANY)

CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY

(In thousands, except share data)

	Shares Outstanding	Stephen A. Wynn Capital	Aruze USA, Inc. Capital	Baron Asset Fund	Kenneth R. Wynn Family Trust	Total
Balance at Inception (April 21, 2000)	—	$ —	$ —	$ —	$ —	$ —
Member contributions	200,000	253,054	260,000	—	—	513,054
Member distributions	—	(110,482)	—	—	—	(110,482)
Third party fee	—	—	(10,000)	—	—	(10,000)
Net loss accumulated during the development stage (As restated, see Note 12)	—	(8,731)	(1,885)	—	—	(10,616)
Balance at December 31, 2000 (As restated, see Note 12)	200,000	133,841	248,115	—	—	381,956
Member contributions	7,692	—	—	20,800	—	20,800
Third party fee	—	—	—	(800)	—	(800)
Net loss accumulated during the	—	(8,614)	(8,614)	(498)	—	(17,726)

development stage (As restated, see Note 12)						
Balance at December 31, 2001 (As restated, see Note 12)	207,692	125,227	239,501	19,502	—	384,230
Member contributions (unaudited)	3,142	32,000	120,000	20,294	1,200	173,494
Net loss accumulated during the development stage (unaudited) (As restated, see Note 12)	—	(6,108)	(6,108)	(559)	(1)	(12,776)
Balance at June 30, 2002 (unaudited) (As restated, see Note 12)	210,834	$ 151,119	$ 353,393	$ 39,237	$ 1,199	$ 544,948

The accompanying footnotes are an integral part of these consolidated financial statements.

VALVINO LAMORE, LLC AND SUBSIDIARIES
(A DEVELOPMENT STAGE COMPANY)

CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)

	(As restated, see Note 12)				
	Six Months Ended June 30, 2002	**Six Months Ended June 30, 2001**	**Year Ended December 31, 2001**	**Inception to December 31, 2000**	**Inception to June 30, 2002**
	(Unaudited)	**(Unaudited)**			**(Unaudited)**
Cash Flows From Operating Activities					
Net loss accumulated during the development stage	$ (12,776)	$ (8,234)	$ (17,726)	$ (10,616)	$ (41,118)
Adjustments to reconcile net loss accumulated during the development stage to net cash provided by/(used in) operating activities:					
Depreciation and amortization	4,599	4,203	8,163	4,045	16,807
Amortization of loan origination fees	—	—	—	1,465	1,465
Loss on sale of fixed assets	105	178	394	—	499
Incidental operations	1,971	3,210	3,611	1,198	6,780
Increase (decrease) in cash from changes in:					
Restricted cash	(1,787)	—	(524)	—	(2,311)
Receivables, net	(71)	544	675	7,042	7,646
Inventories	81	107	38	690	809
Prepaid expenses and other	14	112	(133)	(738)	(857)
Accounts payable and accrued expenses	6,319	428	585	(8,986)	(2,082)
Minority interest	(282)	—	—	—	(282)
Net Cash Provided by/(Used in) Operating Activities	(1,827)	548	(4,917)	(5,900)	(12,644)
Cash Flows From Investing Activities					
Acquisition of Desert Inn Resort and Casino, net of cash acquired	—	—	—	(270,718)	(270,718)
Capital expenditures, net of construction payables	(19,460)	(14,961)	(29,082)	(47,617)	(96,159)
Acquisition of airplane	(9,591)	—	—	(9,489)	(19,080)
Other assets	(4,853)	5,462	(1,707)	(1,299)	(7,859)
Due from related parties	(219)	(6,351)	(198)	(72)	(489)
Proceeds from sale of equipment	8,008	343	775	776	9,559
Net Cash Used in Investing Activities	(26,115)	(15,507)	(30,212)	(328,419)	(384,746)

(Continued)

The accompanying footnotes are an integral part of these consolidated financial statements.

Cash Flows From Financing Activities					
Equity contributions	173,494	20,800	20,800	480,713	675,007
Equity distributions	—	—	—	(110,482)	(110,482)
Third party fee	—	(800)	(800)	(10,000)	(10,800)
Macau	3,056	—	—	—	3,056
Proceeds from issuance of long-term debt	—	—		125,000	125,000
Principal payments of long-term debt	(16)	(15)	(32)	(125,018)	(125,066)
Loan origination fees	—	—	—	(1,465)	(1,465)
Proceeds from issuance of related party loan	—	—	—	100,000	100,000
Principal payments of related party loan	—	—	—	(70,000)	(70,000)

Net Cash Provided by/(used in) Financing Activities	176,534	19,985	19,968	388,748	585,250
Increase/(Decrease) in Cash and Cash Equivalents	148,592	5,026	(15,161)	54,429	187,860
Cash, Beginning of Period	39,268	54,429	54,429	—	—
Cash, End of Period	$ 187,860	$ 59,455	$ 39,268	$ 54,429	$ 187,860
Supplemental cash flow disclosure:					
Interest paid, net of amounts capitalized	$ 453	$ 14	$ 28	$ 17	$ 498

Supplemental cash flow disclosures of noncash transactions:

During the period from inception (April 21, 2000) through December 31, 2000, a member converted $30 million of related party debt and $2.3 million of accrued interest into equity.

As further discussed in Note 1, during the year ended December 31, 2001, the Company acquired the Desert Inn Water Company, LLC and $6.4 million of receivables recorded as Due from related party in the balance sheet at December 31, 2000 were reclassified to Water rights.

During the year ending December 31, 2001, the Company reduced the value of land by approximately $1.4 million. This amount represented the amount of excess liabilities accrued at the date of the Desert Inn Resort & Casino purchase.

In April 2002, the Company converted approximately $458,000 of advances to Wynn Resorts (Macau), S.A. to capital contributions (Note 10.a.).

The accompanying footnotes are an integral part of these consolidated financial statements.

VALVINO LAMORE, LLC AND SUBSIDIARIES
(A DEVELOPMENT STAGE COMPANY)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. *Summary of Significant Accounting Policies*

a. Organization and Basis for Presentation

Valvino Lamore, LLC was formed on April 21, 2000 as a Nevada limited-liability company. At formation, the Company's sole member was Stephen A. Wynn. As of December 31, 2001, subsidiaries of Valvino Lamore, LLC include Wynn Design and Development, LLC, Rambas Marketing Company, LLC, Palo, LLC, Toasty, LLC, Wynn Resorts Holdings, LLC, WorldWide Wynn, LLC, Kevyn, LLC and Desert Inn Water Company, LLC and are collectively, with Valvino Lamore, LLC, herein referred to as the "Company."

Pursuant to an Asset and Land Purchase Agreement dated as of April 28, 2000, by and among Starwood Hotels & Resorts Worldwide, Inc., Sheraton Gaming Corporation, Sheraton Desert Inn Corporation, Valvino Lamore, LLC and Stephen A. Wynn, the Company acquired the assets and liabilities of the Desert Inn Resort and Casino for approximately $270 million plus an adjustment for working capital, as defined. Upon receiving all necessary regulatory approvals, the purchase was completed on June 22, 2000. The acquisition has been accounted for using the purchase method of accounting. The purchase price has been allocated to the assets acquired and liabilities assumed based on estimated fair values at the date of acquisition. Later in 2000, Valvino acquired all of the remaining lots located in the interior of, and some of the lots around, the former Desert Inn Resort and Casino golf course for a total of $47.8 million.

On August 28, 2000, the Company permanently closed the Desert Inn Resort and Casino with the exception of the golf course and its related retail, food and beverage operations. Operations of the Company have been primarily limited to the design, development and financing of a new casino/hotel project named "Le Rêve". As of the date of this report, neither the timing nor the full scope of the "Le Rêve" project has been finalized. Management anticipates Le Rêve will cost approximately $2.4 billion to design and construct, including the cost of the land, capitalized interest, pre-opening expenses and financing fees.

Pursuant to the Amended and Restated Operating Agreement (the "Agreement") dated October 3, 2000, the Company admitted a new member, Aruze USA, Inc., in exchange for a capital contribution of $260 million. As part of this capital acquisition, the Company paid a fee of $10 million to a third party. The Company amended the Agreement on April 16, 2001 when a third member, Baron Asset Fund, was admitted in exchange for a capital contribution of $20.8 million. As part of this capital acquisition, the Company paid a fee of $800,000 to a third party.

On April 1, 2001, the Company acquired Kevyn, LLC, a previously unconsolidated affiliate, which was wholly owned by Mr. Wynn and whose principal asset consisted of an airplane, for approximately $10 million. The acquisition was treated as a reorganization of entities under common control. Accordingly, in accordance with Statement of Financial Accounting Standards ("SFAS") No. 141, "Business Combinations", the assets and liabilities acquired have been recorded at the carrying value at the time of the acquisition and the operating results of Kevyn, LLC are included in the operating statements of the Company from the earliest period presented. As a result, the previously separate historical

financial position and results of operations of Kevyn, LLC are combined with the financial position and results of operations of the Company for all periods presented.

Additionally, effective June 28, 2001, the Nevada Public Utility Commission approved the transfer of ownership of Desert Inn Water Company, also a previously unconsolidated affiliate and wholly owned company of Mr. Wynn, to the Company. As the Desert Inn Water Company primarily consisted of water rights, this transaction was treated as an acquisition of assets for financial reporting purposes. The Company exchanged the receivable from the Desert Inn Water Company in this acquisition, which was equivalent to the fair market value of the water rights of $6.4 million.

b. Development Stage Risk Factors

As a development stage company, the Company has risks that may impact its ability to become an operating enterprise or to remain in existence. The Company is currently in the process of planning, developing and obtaining additional financing for the "Le Rêve" project.

The Company is subject to many rules and regulations in both the construction and development phases and in operating gaming facilities, including, but not limited, to receiving the appropriate permits for particular construction activities and securing a Nevada state gaming license for the ownership and operation of the "Le Rêve" project. The completion of the "Le Rêve" project is dependent upon compliance with these rules and regulations.

c. Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. Significant intercompany balances and transactions have been eliminated.

d. Cash and Cash Equivalents

Cash and cash equivalents are comprised of highly liquid investments with a maturity of three months or less. Cash equivalents are carried at cost, which approximates fair value.

e. Restricted Cash

Restricted cash consists of certificates of deposits to collateralize certain construction insurance claims as well as required sales tax deposits.

f. Inventories

Retail, food and beverage inventories are stated at the lower of cost or market value. Cost is determined by the first-in, first-out and specific identification methods.

g. Property and Equipment

The allocation of the purchase price of the Desert Inn Resort and Casino to these asset categories was based upon an appraisal and management's estimate of the fair value of the assets acquired. Subsequent purchases of property and equipment are stated

at cost. Depreciation is provided over the estimated useful lives of the assets using the straight-line method for financial reporting purposes as follows:

Buildings and improvements	1 to 3 years
Parking garage	15 years
Airplane	7 years
Furniture, fixtures and equipment	3 to 5 years

The design and development costs for the new casino/hotel project are capitalized. Costs of building repairs and maintenance are charged to expense as incurred. The cost and accumulated depreciation of property and equipment retired or otherwise disposed of are eliminated from the respective accounts and any resulting gain or loss is included in operating income or loss.

h. Loan Origination Fees

Loan origination fees, included in other assets, are capitalized and amortized over the life of the loan as interest expense using the effective interest rate method. Approximately $1.5 million was amortized during the period from April 21, 2000 through December 31, 2000. No amounts were amortized during the year ending December 31, 2001.

i. Capitalized Interest

Interest costs, including amortized loan origination fees, are capitalized and included in the cost of the new casino/hotel project based upon amounts expended on the project using the weighted-average cost of the Company's outstanding borrowings. Capitalization of interest will cease when the project is substantially complete. There was no capitalized interest for the year ended December 31, 2001. Capitalized interest for the periods from inception to December 31, 2000 and June 30, 2002 was $6.3 million.

j. Income Taxes

As a limited-liability company, Valvino Lamore, LLC is classified as a partnership for federal income tax purposes. Accordingly, no provision is made in the accounts of the Company for federal income taxes, as such taxes are liabilities of the Members.

Upon completion of the exchange of ownership interests between the Company and Wynn Resorts, Limited (see Note 1.k.), a provision for income taxes will be made in the accounts of Wynn Resorts, Limited, which will be organized as a "C Corporation" for federal income tax purposes and thus taxed at the entity level. At the date of the exchange, Wynn Resorts, Limited will be required to record taxes with respect to the difference in the tax and book basis of its assets and liabilities. Currently, management expects that a net deferred tax asset of approximately $9.1 million would be reflected in the financial statements in accordance with Statement of Financial Accounting Standards ("SFAS") No. 109, "Accounting for Income Taxes."

k. Members' Equity

As of December 31, 2001, there were approximately 207,692 common shares of Valvino outstanding. The most recent sale of shares prior to December 31, 2001 occurred at a price of approximately $2,704 per share. Consistent with the management structure

permitted under applicable Nevada law, the Agreement provides that each share is entitled to one vote on all matters requiring the vote of the members. The Agreement also includes several additional management provisions. First, Mr. Wynn, as the managing member, has authority to make decisions regarding the day-to-day activities of Valvino. Second, certain fundamental decisions must be approved by the four-member Board of Representatives. Mr. Wynn and Aruze USA each appoint two representatives to the Board of Representatives. Mr. Wynn acts as Chairman of the Board of Representatives and has certain rights in that capacity, including the right to make the tie-breaking vote with respect to board action. Allocations of Valvino's profits and losses are made based on the common shares of each member, subject to applicable tax law requirements. Non-liquidating distributions are made first based on the initial positive capital account of each member (as determined under federal tax law book accounting) and then based on each member's percentage interest in Valvino's profits and losses. Liquidating distributions are made based solely on each member's positive capital account.

Wynn Resorts, Limited, a Nevada corporation, was recently organized to offer shares of its common stock for sale to the public in an initial public offering (IPO). At June 30, 2002, Wynn Resorts, Limited has one share of common stock outstanding, which is held by Mr. Wynn and all of the assets and operations of Wynn Resorts, Limited are held by and conducted through the Company. Prior to the closing of the IPO, all of the members of the Company will contribute their membership interests in the Company to Wynn Resorts, Limited in exchange for shares of the common stock of Wynn Resorts, Limited. Upon the contribution, approximately 189.72 shares of Wynn Resorts, Limited common stock, rounded to the nearest share, will be issued in exchange for each common share of Valvino Lamore, LLC. Upon consummation of the contribution, Wynn Resorts, Limited will issue each current member of the Company that percentage of the shares of Wynn Resorts, Limited common stock to be issued that corresponds to the percentage of the issued and outstanding shares of the Company held by the members at that time. Because Mr. Wynn currently owns one share of Wynn Resorts, Limited common stock, as consideration for his contribution of its interest in the Company, he will be entitled to one fewer share of Wynn Resorts, Limited common stock. As a result of this exchange, the Company will become a wholly owned subsidiary of Wynn Resorts, Limited.

The contribution will be a tax-free contribution under the Internal Revenue Code and for financial statement accounting purposes, the transaction is considered to be a recapitalization. Because the ownership interests in Wynn Resorts, Limited after the exchange will be identical to the current ownership interests in the Company, the transaction is considered to be non-substantive. In accordance with Financial Accounting Standards Board ("FASB") Technical Bulletin 85-5, Issues Relating to Accounting for Business Combinations, Wynn Resorts, Limited will recognize the assets and liabilities transferred at their carrying value in the books and records of Valvino Lamore, LLC at the time of exchange. The financial statements of Wynn Resorts, Limited will report the results of operations for the period in which the transfer occurs as if the exchange of equity interests had occurred at the beginning of the period. Subsequent to the contribution, management does not expect the consolidated financial statements of Wynn Resorts, Limited to differ from the consolidated financial statements of Valvino Lamore, LLC and subsidiaries included herein.

l. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

m. Long-Lived Assets

Long-lived assets, which are not to be disposed of, including property and equipment, are periodically reviewed by management for impairment whenever events or changes in circumstances indicate that the carrying value of the asset may not be recoverable. As of December 31, 2001, management does not believe any assets have been impaired.

n. Water Rights

The Company, as part of the overall purchase price of the Desert Inn Resort and Casino acquired water rights with an appraised value of $6.4 million. The water rights have been recorded as an asset at this appraised value and have an indefinite useful life.

o. Interim Financial Statements

The financial statements for the six-month periods ended June 30, 2002 and 2001 are unaudited but, in the opinion of management, include all adjustments (consisting only of normal, recurring adjustments) necessary for a fair presentation of the financial results of the interim periods. The results of operations for the six-month periods ended June 30, 2002 and 2001 are not necessarily indicative of the results to be expected for the year ending December 31, 2002. The consolidated financial statements at June 30, 2002, include the accounts of the Company's majority owned subsidiaries. All intercompany balances and transactions between such entities and Valvino Lamore LLC have been eliminated in consolidation.

p. Recent Accounting Pronouncements

In June 2001, the FASB issued SFAS No. 141, "Business Combinations" and SFAS No. 142, "Goodwill and Other Intangible Assets." SFAS No. 141 prohibits the pooling of interests method of accounting for business combinations initiated after June 30, 2001. SFAS No. 142, which is effective for the Company January 1, 2002, requires, among other things, the discontinuance of goodwill amortization. In addition, the standard includes provisions for the reclassification of certain existing intangibles as goodwill, reassessment of the useful lives of existing intangibles, and ongoing assessments of potential impairment of existing goodwill. As of December 31, 2001, the Company had no goodwill but did have intangible assets consisting of a trademark and

water rights with indefinite useful lives. Accordingly, the adoption of this statement on January 1, 2002 did not have a material effect on the Company's consolidated financial position or results of operations.

In June 2001, the FASB issued SFAS No. 143, "Accounting for Asset Retirement Obligations" which addresses financial accounting and reporting for obligations associated with the retirement of tangible long-lived assets and the associated asset retirement costs. This Statement applies to legal obligations associated with the

retirement for certain obligations of lessees. This Statement is effective for fiscal years beginning after June 15, 2002. The Company does not expect adoption of SFAS No. 143 will have a material impact on the Company's consolidated financial position or results of operations.

In August 2001, the FASB issued SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets" which addresses financial accounting and reporting for the impairment or disposal of long-lived assets and supersedes SFAS No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of." The provisions of this Statement are effective for fiscal years beginning after December 15, 2001. The Company adopted SFAS No. 144 on January 1, 2002 with no material impact on the Company's consolidated financial position or results of operations.

In April 2002, the FASB issued SFAS No. 145, "Rescission of FASB Statements No. 4, 44, and 64, Amendment of FASB Statement No. 13, and Technical Corrections." Among other things, this statement rescinds SFAS No. 4, "Reporting Gains and Losses from Extinguishment of Debt" which required all gains and losses from extinguishment of debt to be aggregated and, if material, classified as an extraordinary item, net of related income tax effect. As a result, the criteria in APB Opinion No. 30, "Reporting the Results of Operations—Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions," will now be used to classify those gains and losses. The Company does not anticipate that adoption of this statement will have an impact on its consolidated financial position or results of operations.

In June 2002, the FASB issued SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities." SFAS No.146 addresses financial accounting and reporting for costs associated with exit or disposal activities and nullifies Emerging Issues Task Force Issue No. 94-3, "Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity (including Certain Costs Incurred in a Restructuring)." SFAS No. 146 requires that a liability for a cost associated with an exit or disposal activity be recognized when the liability is incurred. A fundamental conclusion reached by the FASB in this statement is that an entity's commitment to a plan, by itself, does not create a present obligation to others that meets the definition of a liability. Management does not anticipate that adoption of this statement will have an impact on the historical financial position or results of operations of the Company.

q. Pre-Opening Costs

Pre-opening costs are expensed as incurred.

r. Acquisitions

The acquisition of the Desert Inn Resort & Casino has been accounted for as a purchase. Accordingly, the purchase price is allocated to the assets acquired and liabilities assumed based upon the estimated fair values at the acquisition date. Estimated fair values were determined based on independent appraisals, discounted cash flows, market

prices for comparable assets and estimates made by management. The allocation of the purchase price was completed within one year from the acquisition date and is as follows:

Description of Assets	Allocated Fair Value ($ in Millions)
Land	$ 248
Buildings & Improvements	16
Personal Property	5
Receivables	2
Reserve for Bad Debt	(1)
Total Purchase Price	$ 270

2. *Incidental Operations*

Upon completion of the acquisition of the Desert Inn Resort and Casino on June 22, 2000, the Company announced its intention to close the property and to plan the development of a new casino/hotel project named "Le Rêve" on the existing site. In accordance with SFAS No. 67, "Accounting for Costs and Initial Rental Operations of Real Estate Projects," both the casino/hotel operation and the golf course and related operations are being accounted for as separate incidental operations. Under this method, incidental operations with a net income are excluded from the Company's consolidated operating results and the net income from each is recorded as a reduction in the carrying value of land. Incidental operations with a net loss are stated separately on the consolidated statements of operations. The amount of net income from incidental operations recorded as a reduction in the carrying value of land was approximately $3,611,000 and $1,198,000 for the year ended December 31, 2001 and the period April 21, 2000 through December 31, 2000, respectively. Incidental operations resulting in a net loss are reported in the Statement of Operations.

3. *Receivables*

Components of receivables as of December 31 were as follows:

	(In thousands)	
	2001	2000
Casino	$ 610	$ 1,707
Hotel/Golf Course	166	465
Other	53	—
	829	2,172
Less: allowance for doubtful accounts	(627)	(1,295)
	$ 202	$ 877

The Company maintains an allowance for doubtful accounts, which is based on management's estimate of the amount expected to be uncollectible considering historical experience and the information management obtains regarding the credit worthiness of the customer.

4. *Property and Equipment*

Property and equipment as of December 31 consisted of the following:

	(In thousands)	
	2001	2000
Land	$ 289,521	$ 286,998
Buildings and improvements	15,879	15,623
Parking garage	1,041	1,041
Airplane	9,489	9,489
Furniture, fixtures and equipment	3,877	5,101
Construction in progress	27,475	8,484
	347,282	326,736
Less: accumulated depreciation	(9,815)	(4,040)
	$ 337,467	$ 322,696

Construction in progress includes interest and other costs capitalized in conjunction with the new casino/hotel project.

5. *Long-term Debt*

On June 15, 2000, the Company entered into a loan agreement with Stephen A. Wynn, for unsecured borrowings totaling $100 million with an original maturity date of June 15, 2002. The interest rate during the loan period was 7.9%, as defined in the loan agreement. Pursuant to the Amended and Restated Operating Agreement dated October 3, 2000, $70 million of this loan was repaid on October 10, 2000. The remaining $30 million principal and $2.3 million accrued interest was converted to equity as a member contribution.

On July 10, 2000, the Company entered into a loan agreement with Deutsche Bank Securities Inc., as lead arranger, and Bankers Trust Company, as administrative agent, for a loan in the amount of $125 million with an original maturity date of July 10, 2001. These borrowings were used to make an equity distribution of approximately $110.5 million to Stephen A. Wynn. The interest during the loan period was 7.9%, as defined in the loan agreement. The loan was collateralized by certain real and personal property of the Company and by a guaranty from Stephen A. Wynn. Pursuant to the Amended and Restated Operating Agreement dated October 3, 2000, this loan was repaid on October 10, 2000.

The balance of long-term debt at December 31, 2001 totals approximately $291,000 net of the current portion of approximately $35,000. This represents a note payable related to the acquisition of a parcel of land in 1994. Both the land and related note payable were acquired as part of the acquisition of the Desert Inn Resort and Casino. The note carries an interest rate of 8% and provides for payments of principal and interest totaling $5,000 per month until February 2009.

6. *Employee Savings Plan*

The Company established a retirement savings plan under Section 401(k) of the Internal Revenue Code covering its non-union employees on July 27, 2000. The plan allows employees to defer, within prescribed limits, up to 18% of their income on a pre-tax basis through

contributions to this plan. The Company matches the contributions, within prescribed limits, with an amount equal to 100% of the participant's initial 2% tax deferred contribution and 50% of the tax deferred contribution between 2% and 4% of the participant's compensation. The Company recorded charges for

matching contributions of approximately $127,000 for the year ended December 31, 2001 and $67,000 for the period from inception through December 31, 2000.

Union employees are covered by various multi-employer pension plans. The Company recorded expenses of approximately $425,000 and $376,000 under such plans for the year ended December 31, 2001 and the period from inception through December 31, 2000, respectively. Information from the plans' sponsors is not available to permit the Company to determine its share of unfunded vested benefits, if any.

7. *Related Parties*

At December 31, 2001 and 2000, amounts due from related parties were comprised of $332,000 and $6,552,000 due from Desert Inn Water Company, LLC and other related parties.

8. *Commitments and Contingencies*

a. Leases

No significant third party operating leases exist as of December 31, 2001 or 2000. As discussed in Note 7, the Company leases an airplane to Las Vegas CharterJet, LLC on a per flight hour basis. The lease term runs through July 2005 or other such date as the parties may mutually agree.

The Company currently leases The Wynn Collection from Mr. & Mrs. Wynn at a monthly rate equal to the gross revenue received by the gallery each month, less direct expenses, subject to a monthly cap. No lease payments were required.

b. Long-term Executive Compensation

The Company intends to adopt incentive stock plans for non-employee directors and certain of its key executives.

c. Litigation

In the normal course of business, the Company is subject to disputes with third parties, which have led to litigation. Management believes that the final disposition of such matters will not have a material adverse effect on the Company's financial position or results of operations.

d. Entertainment Services

The Company has entered into a long-term agreement with a creative production company for the creation, development and executive production of new theatrical entertainment attractions for the new casino/hotel project. At December 31, 2001 and 2000, other assets include $1.6 million and $1.1 million, respectively, of amounts paid in conjunction with this agreement. An additional $2 million, payable in two equal installments, will be payable upon the approval of the show concepts.

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e. Construction Contracts

The Company has entered into certain contracts related to the construction of "Le Rêve". As of December 31, 2001, the Company is committed to approximately $6.2 million under these contracts.

f. Self-Insurance

The Company is self-insured for medical and worker's compensation claims. The Individual Stop Loss Attachment Point for each claim is $40,000 for medical and $250,000 for worker's compensation claims with a maximum payout of $960,000 and $1,000,000, respectively.

9. *Earnings Per Share*

Earnings per share are calculated in accordance with SFAS No. 128, "Earnings Per Share". SFAS No. 128 provides for the reporting of "basic", or undiluted earnings per share ("EPS"), and "diluted" EPS. Basic EPS is computed by dividing net income by the weighted average number of shares outstanding during the period. Diluted EPS reflects the addition of potentially dilutive securities. At December 31, 2001 and 2000 and June 30, 2002, the Company has no potentially dilutive securities and has recorded net losses and accordingly, basic EPS is equal to diluted EPS.

10. *Subsequent Events*

a. Capital Contributions

Upon completion of various legal agreements and transactions in April 2002, Mr. Wynn contributed approximately $32 million of cash to the Company. This included the assignment to the Company by Mr. Wynn of his rights to approximately $22.5 million deposited in a Macau bank account which was committed to the Macau project, and an additional $8.6 million of cash. In addition, Mr. Wynn also contributed his 90% ownership interest in Wynn Resorts (Macau) S.A. and the right to be reimbursed for approximately $825,000 of expenses incurred by Mr. Wynn on behalf of Wynn Resorts (Macau) S.A. to the Company. At the time of the capital contribution, the assets held by Wynn Resorts (Macau) S.A. principally consisted of the intangible asset associated with the provisional license to negotiate a concession with the government of the Macau Special Administrative Region of the People's Republic of China. The provisional license had no historical cost basis but had a negotiated fair value of $56 million. In accordance with SFAS No. 141, "Business Combinations," because the transactions occurred between entities under common control, the contribution of the 90% interest in Wynn Resorts (Macau) S.A. by Mr. Wynn was recorded at its historical cost basis with the primary asset recorded in the financial statements being the approximate $22.5 million of cash. However, Mr. Wynn's ownership interest in the Company after these contributions does reflect the fair value of his 90% ownership interest in Wynn resorts (Macau) S.A. relative to the fair value of the contributions from Aruze USA, Inc. and Baron Asset Fund as described below.

Concurrent with Mr. Wynn's contributions above, Aruze USA, Inc., contributed an additional $120 million in cash and Baron Asset Fund contributed an additional $20.3 million in cash.

While neither Mr. Wynn nor Aruze USA received additional shares in connection with the above described capital contributions, immediately following these additional capital contributions, Mr. Wynn and Aruze USA, Inc. each owned 47.5% of the membership interests in the Company, and Baron Asset Fund owned 5% of the membership interests in the Company.

In June 2002, The Kenneth R. Wynn Family Trust contributed $1.2 million in cash in exchange for a 0.146% of the outstanding membership interest in the Company (approximately 307 shares at $3,904 per share). Accordingly, at June 30, 2002 there were approximately 210,834 shares outstanding.

In April 2002, the Company converted approximately $458,000 of advances to Wynn Resorts (Macau) S.A. to capital contributions.

b. Sale of Airplane

On March 26, 2002, the Company sold the aircraft (See Note 1) for approximately $8 million resulting in a loss of approximately $69,000.

c. Acquisitions

In May 2002, the Company acquired World Travel, LLC and Las Vegas Jet, LLC, entities previously wholly owned by Mr. Wynn immediately prior to their acquisition by Valvino Lamore, LLC. The acquisitions have been accounted for as reorganizations of entities under common control. Accordingly, in accordance with SFAS No. 141, "Business Combinations", the assets and liabilities of the entities acquired have been recorded at the carrying value at the time of the acquisition and the operating results of the entities are included in the operating statements of the Company from the earliest period presented. As a result, the previously separate historical financial position and results of operations of World Travel, LLC and Las Vegas Jet, LLC are combined with the financial position and results of operations of the Company for all periods presented.

d. Commitments

Wynn Las Vegas LLC, a wholly owned subsidiary of the Company, has entered into an agreement with a construction contractor for guaranteed maximum price construction services, effective as of June 4, 2002 (the "Construction Agreement") and was amended by Change Order No. 1, effective as of August 12, 2002. As amended, the Construction Agreement covers approximately $919 million of the approximate $1,407 million budgeted cost to construct Le Rêve, subject to increases based on, among other items, changes in the scope of the work. The Construction Agreement provides that the guaranteed maximum price will be increased and the deadline for the completion of construction extended on account of certain circumstances. The guaranteed maximum price also provides for an "owner contingency" of approximately $7.6 million to cover various items including delays and scope changes as a result of the owner's, Wynn Las Vegas LLC's, actions.

Wynn Las Vegas LLC has entered into an agreement with a construction contractor for the design and construction of a parking structure for a maximum cost of $9.85 million, subject to specified exceptions, effective as of June 6, 2002.

The Company, Wynn Las Vegas LLC and Wynn Resorts Holdings LLC, a wholly owned subsidiary of the Company, have entered into a commitment letter with several lenders for a $750 million revolving credit facility and a $250 million delay draw term loan facility (collectively referred to as the "Credit Facilities"). Management expects to use the proceeds from the Credit Facilities to finance development and construction of Le Rêve, to pay pre-opening expenses and meet debt service obligations. Following completion of Le Rêve, proceeds will be used for operating expenses and general corporate purposes.

Management expects the revolving credit facility to mature six years from the closing date. When borrowings outstanding under the revolving credit facility equal or exceed $200 million, lead arrangers holding a majority of the commitments of the lead arrangers will have the right to convert $100 million to $400 million of the amounts outstanding to term loans with the same terms and conditions as those made under the delay draw term loan facility.

Management expects the terms of the delay draw term loan to provide for draws of funds under one or more term loans no more frequently than once per month for 27 months after the closing. Once repaid, term loans may not be reborrowed.

Before Le Rêve opens, the Credit Facilities are expected to bear interest at either the prime rate or reserve Eurodollar Rate, as elected by Wynn Las Vegas LLC, plus, in either case, 4.00% per annum. After the opening of Le Rêve, the Credit Facilities interest rate will be reduced to the prime rate or reserve adjusted Eurodollar Rate plus, in either case, a margin based on a leverage ratio.

Wynn Las Vegas LLC's placement agent has received commitments from certain lenders for a $188.5 million facility to finance furniture, fixtures and equipment (the "FF&E Facility"). The FF&E Facility will provide financing or refinancing of up to 75% of the fair market value, including installation costs, of furniture, fixtures and equipment to be used at Le Rêve. Borrowings under the FF&E Facility will bear interest at the same annual rates for base rate or LIBOR elections as borrowings under the Credit Facilities. A commitment fee of 2.50% per annum of the unused portion of the FF&E Facility will accrue from the closing date, increasing to 3.00% on January 1, 2003 and to 4.00% on July 1, 2003. Management expects the FF&E Facility to mature seven years after its closing date. Wynn Las Vegas may also use proceeds from the FF&E facility to refinance a replacement corporate aircraft, in which case Wynn Las Vegas would request the FF&E lenders to increase the total commitment under the FF&E facility by $10 million to $198.5 million.

In June 2002, Wynn Resorts (Macau), S.A., entered into a concession agreement with the government of the Macau Special Administrative Region of the People's Republic of China, permitting Wynn Resorts (Macau), S.A. to construct and operate one or more casinos in Macau. Under the concession agreement, Wynn Resorts (Macau), S.A. is obligated to invest at lease 4 billion Macau patacas (approximately US $500 million at July 31, 2002) in building its Macau casino(s) by June 26, 2009.

In compliance with the concession agreement, Wynn Resorts (Macau) S.A. has obtained an uncollateralized bank guarantee from Banco National Ultramarino, S.A. in the required amount of 700 million patacas (currently approximately US $87.5 million) for the period from the execution of the concession agreement until March 31, 2007. The amount of this required guarantee will be reduced to 300 million patacas (currently approximately

US $37.5 million) for the period from April 1, 2007 until 180 days after the end of the term of the concession agreement. Wynn Resorts (Macau) S.A. pays a commission to the bank in the amount of 0.50% per year of the guarantee amount. The purpose of this bank guarantee is to guarantee Wynn Resorts (Macau) S.A.'s performance of the concession agreement, including the payment of premiums, fines and any indemnity for failure to perform the concession agreement.

In connection with the May 2002 acquisition of World Travel, the Company assumed a loan for $28.5 million, secured by a Bombardier Global Express Aircraft and guaranteed by the Company. The loan provides for 47 monthly principal payments of approximately $158,000, commencing March 1, 2003 and the payment of approximately $21.1 million remaining principal on March 1, 2007. The loan bears interest at the prime rate plus .25% per annum unless an optional rate equal to LIBOR plus 2.50% is elected, subject to certain requirements. Interest is payable monthly commencing June 1, 2002.

On September 24, 2002, all of the members of the Company contributed 100% of the membership interests in the Company (210,834 shares) to Wynn Resorts, Limited in exchange for 40,000,000 shares of the common stock of Wynn Resorts, Limited and the Company became a wholly owned subsidiary of Wynn Resorts, Limited.

e. Unaudited Pro Forma Equity and Statement of Operations Information

As discussed in item d above on September 24, 2002 the members of the Company contributed their interest in the Company to Wynn Resorts, Limited in exchange for common stock of Wynn Resorts, Limited. Accordingly, the accompanying consolidated balance sheet includes pro forma unaudited information to reflect the revised equity of Wynn Resorts had the exchange occurred as of June 30, 2002. In addition the accompanying consolidated statements of operations include pro forma weighted average shares outstanding and loss per share information for the six month period ended June 30, 2002 and for the year ended December 31, 2001 as if the exchange had occurred as of January 1, 2001.

11. *Consolidating Financial Information of Guarantors and Issuers*

Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp., wholly owned subsidiaries of the Company, intend to jointly issue $340 million of second mortgage notes. The Company and certain of its subsidiaries anticipate providing guarantees in connection with the issuance of such notes. Wynn Resorts, Limited will not guarantee the second mortgage notes unless Wynn Resorts, Limited either incurs or guarantees certain indebtedness in excess of $10.0 million in the aggregate or quarantees certain indebtedness. Although the guarantors will provide guarantees for the second mortgage notes and they have assets that are integral to Le Rêve, they are not expected to have operations that generate significant cash flows. In addition, subsequent to the contribution of the Company's membership interests to Wynn Resorts, Limited, the Company intends to transfer certain of its assets to Wynn Resorts, Limited. The assets to be distributed are expected to include the Company's equity interests in the non-guarantor entities (Wynn Group Asia, Inc., Kevyn LLC, Rambas Marketing Co. LLC, Toasty, LLC and World Wide Wynn, LLC), inventories and affiliate receivables due from the non-guarantor entities. After such distributions, Valvino and its subsidiaries will continue to conduct substantially all of the development stage operations (including the art gallery and

golf course) reflected in its historical financial statements as well as activities associated with the design and construction of Le Rêve.

The following consolidating financial statements present information related to the issuers, guarantors and non-guarantors as of June 30, 2002 and December 31, 2001 and 2000 and for the six months ended June 30, 2002 and 2001, the year ended December 31, 2001 and the periods from inception to December 31, 2000 and June 30, 2002. However, because of the expected transfer of certain assets and interests to Wynn Resorts, Limited, the following consolidating financial statements are not indicative of the financial position of the guarantors after the expected transfer.

Wynn Las Vegas, LLC was formed in April 2001 and Wynn Las Vegas Capital Corp. was formed in June 2002. Accordingly, there is no financial information for Wynn Las Vegas Capital Corp. for the periods presented prior to June 30, 2002 and no financial information for Wynn Las Vegas, LLC for the period from inception to December 31, 2000. Guarantors of the notes anticipated to be issued are the Company and its wholly owned subsidiaries, Wynn Design and Development, LLC, Wynn Resorts Holdings, LLC, Palo, LLC, Desert Inn Water Company, LLC, World Travel, LLC and Las Vegas Jet, LLC.

The following consolidating financial statements are presented in the provided form because: (i) the issuers and guarantors are wholly owned subsidiaries of the Company; (ii) the guarantees are considered to be full and unconditional, that is, if the issuers fail to make a scheduled payment, the guarantors are obligated to make the scheduled payment immediately and, if they don't, any holder of the second mortgage notes may immediately bring suit directly against the guarantors for payment of all amounts due and payable; and (iii) the guarantees are joint and several.

CONSOLIDATING BALANCE SHEET INFORMATION

As of June 30, 2002

(In thousands)

(Unaudited)

	Valvino Lamore, LLC	Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp.	All Other Guarantors	All Other Non-Guarantors	Eliminating Entries	Total
Assets:						
Current Assets						
Cash and Cash Equivalents	$ 162,103	$ —	$ (1,240)	$ 26,997	$ —	$ 187,860
Restricted Cash	23	2,288	—	125	—	2,436
Receivables	243	—	22	8	—	273
Due from Related Parties, Current	85	—	—	—	—	85
Inventories	126	—	77	—	—	203
Prepaid Expenses and Other	55	—	950	1	—	1,006
Total Current Assets	162,635	2,288	(191)	27,131	—	191,863
Property and Equipment, Net	86,676	172,084	120,955	11	—	379,726
Water Rights	—	—	—	6,400	—	6,400
Intercompany Balances	290,338	(177,880)	(104,166)	(8,292)	—	—
Trademark	—	1,000	—	—	—	1,000
Other Assets	25,140	840	2,356	—	(21,289)	7,047
Total Assets	$ 564,789	$ (1,668)	$ 18,954	$ 25,250	$ (21,289)	$ 586,036
Liabilities and Members' Equity:						
Current Liabilities						
Accounts Payable	$ 2,834	$ 20	$ 1,533	$ 2,885	$ —	$ 7,272
Accrued Expenses	1,454	33	1,151	52	—	2,690
Current Portion of Long-Term Debt	37	—	633	—	—	670
Total Current Liabilities	4,325	53	3,317	2,937	—	10,632
Long-Term Debt	273	—	27,867	—	—	28,140
Minority Interest	—	—	—	—	2,316	2,316
Members' Equity						
Contributed Capital	586,066	—	—	26,420	(26,420)	586,066
Deficit Accumulated from Inception During the Development Stage	(25,875)	(1,721)	(12,230)	(4,107)	2,815	(41,118)
	560,191	(1,721)	(12,230)	22,313	(23,605)	544,948
Total Liabilities and Members' Equity	$ 564,789	$ (1,668)	$ 18,954	$ 25,250	$ (21,289)	$ 586,036

VALVINO LAMORE, LLC AND SUBSIDIARIES

CONSOLIDATING BALANCE SHEET INFORMATION

As of December 31, 2001

(In thousands)

	Valvino Lamore, LLC	Wynn Las Vegas, LLC	All Other Guarantors	All Other Non-Guarantors	Eliminating Entries	Total
Assets:						
Current Assets						
Cash and Cash Equivalents	$ 39,590	$ (49)	$ (273)	$ —	$ —	$ 39,268
Restricted Cash	24	500	—	—	—	524

Receivables	162	—	33	7	—	202
Due from Related Parties, Current	332	—	—	—	—	332
Inventories	223	—	61	—	—	284
Prepaid Expenses and Other	228	—	792	—	—	1,020
Total Current Assets	40,559	451	613	7	—	41,630
Property and Equipment, Net	272,071	2	54,187	11,207	—	337,467
Water Rights	—	—	—	6,400	—	6,400
Due from Related Parties and Intercompany Balances, Net of Current	82,818	(2,498)	(62,038)	(18,282)	—	—
Trademark	—	1,000	—	—	—	1,000
Other Assets	157	252	1,655	—	(18)	2,046
Total Assets	$ 395,605	$ (793)	$ (5,583)	$ (668)	$ (18)	$ 388,543
Liabilities and Members' Equity:						
Current Liabilities						
Accounts Payable	$ 256	$ 57	$ 1,760	$ 4	$ —	$ 2,077
Accrued Expenses	1,382	28	463	37	—	1,910
Current Portion of Long-Term Debt	35	—	—	—	—	35
Total Current Liabilities	1,673	85	2,223	41	—	4,022
Long-Term Debt	291	—	—	—	—	291
Members' Equity						
Contributed Capital	412,572	—	—	18	(18)	412,572
Deficit Accumulated from Inception During the Development Stage	(18,931)	(878)	(7,806)	(727)	—	(28,342)
	393,641	(878)	(7,806)	(709)	(18)	384,230
Total Liabilities and Members' Equity	395,605	(793)	(5,583)	(668)	$ (18)	$ 388,543

VALVINO LAMORE, LLC AND SUBSIDIARIES

CONSOLIDATING BALANCE SHEET INFORMATION

As of December 31, 2000

(In Thousands)

	Valvino Lamore, LLC	All Other Guarantors	All Other Non-Guarantors	Eliminating Entries	Total
Assets:					
Current Assets					
Cash and Cash Equivalents	$ 64,474	$ (30)	$ 20	$ (10,035)	$ 54,429
Receivables	867	10	—	—	877
Due from Related Parties, Current	80	(16)	—	—	64
Inventories	322	—	—	—	322
Prepaid Expenses and Other	813	51	23	—	887
Total Current Assets	66,556	15	43	(10,035)	56,579
Property and Equipment, Net	282,731	27,519	12,446	—	322,696
Due from Related Parties and Intercompany Balances, Net of Current	38,320	(29,330)	(2,502)	—	6,488
Other Assets	1,321	—	—	—	1,321
Total Assets	$ 388,928	$ (1,796)	$ 9,987	$ (10,035)	$ 387,084
Liabilities and Members' Equity:					
Current Liabilities					
Accounts Payable	$ 503	$ 73	$ 5	$ —	$ 581

Accrued Expenses	4,057	130	2	—	4,189
Current Portion of Long-Term Debt	32	—	—	—	32
Total Current Liabilities	4,592	203	7	—	4,802
Long-Term Debt	326	—	—	—	326
Members' Equity Contributed Capital	392,572	—	10,035	(10,035)	392,572
Deficit Accumulated from Inception During the Development Stage	(8,562)	(1,999)	(55)	—	(10,616)
	384,010	(1,999)	9,980	(10,035)	381,956
Total Liabilities and Members' Equity	$ 388,928	$ (1,796)	$ 9,987	$ 10,035	$ 387,084

VALVINO LAMORE, LLC AND SUBSIDIARIES

CONSOLIDATING STATEMENTS OF OPERATIONS INFORMATION

Six Months Ended June 30, 2002

(In Thousands)

(Unaudited)

	Valvino Lamore, LLC	Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp.	All Other Guarantors	All Other Non-Guarantors	Eliminating Entries	Total
Revenues						
Airplane	$ —	$ —	$ 1,609	$ —	$ (883)	$ 726
Art Gallery	—	—	117	—	—	117
Retail	—	—	97	—	—	97
Water	—	—	—	34	(29)	5
Total Revenue	—		1,823	34	(912)	945
Expenses						
Pre-Opening Costs	1,653	845	4,569	2,800	(825)	9,042
Depreciation and Amortization	3,262	1	891	445	—	4,599
Loss / (Gain) on Sale of Fixed Assets	(7)	—	43	69	—	105
Selling, General & Administrative	—	—	246	87	(60)	273
Cost of Water	—	—	—	31	(26)	5
Cost of Retail Sales	—	—	59	—	—	59
Loss / (Gain) from Incidental Operations	265	—	—	—	—	265
Total Expenses	5,173	846	5,808	3,432	(911)	14,348
Operating Loss	(5,173)	(846)	(3,985)	(3,398)	(1)	(13,403)
Other Income / (Expense)						
Interest Expense, Net of Amounts Capitalized	(13)	—	(440)	—	—	(453)
Interest Income	776	3	1	18	—	798
Equity in loss from Macau	(2,534)	—	—	—	2,534	—
Other Income, Net	(1,771)	3	(439)	18	2,534	345
Minority Interest	—	—	—	—	282	282
Net Loss Accumulated During the Development Stage	$ (6,944)	$ (843)	$ (4,424)	$ (3,380)	$ 2,815	$ (12,776)

VALVINO LAMORE, LLC AND SUBSIDIARIES

CONSOLIDATING STATEMENTS OF OPERATIONS INFORMATION

Six Months Ended June 30, 2001

(In Thousands)

(Unaudited)

	Valvino Lamore, LLC	Wynn Las Vegas, LLC	All Other Guarantors	All Other Non-Guarantors	Eliminating Entries	Total
Revenues						
Airplane	$ —	$ —	$ 1,201	$ —	$ (521)	$ 680
Water	—	—	—	30	(24)	6
Total Revenue	—	—	1,201	30	(545)	686
Expenses						
Pre-Opening Costs	3,059	103	3,279	(481)	(470)	5,490
Depreciation and Amortization	3,610	—	52	541	—	4,203
Loss / (Gain) on Sale of Fixed Assets	178	—	—	—	—	178
Selling, General & Administrative	—	—	—	193	—	193
Facility Closure	373	—	—	—	—	373
Cost of Water	—	—	—	94	(75)	19
Total Expenses	7,220	103	3,331	347	(545)	10,456
Operating Loss	(7,220)	(103)	(2,130)	(317)	—	(9,770)
Other Income / (Expense)						
Interest Expense, Net of Amounts Capitalized	(14)	—	—	—	—	(14)
Interest Income	1,550	—	—	—	—	1,550
Other Income, Net	1,536	—	—	—	—	1,536
Net Loss Accumulated During the Development Stage	$ (5,684)	$ (103)	$ (2,130)	$ (317)	$ —	$ (8,234)

VALVINO LAMORE, LLC AND SUBSIDIARIES

CONSOLIDATING STATEMENTS OF OPERATIONS INFORMATION

Year Ended December 31, 2001

(In Thousands)

	Valvino Lamore, LLC	Wynn Las Vegas, LLC	All Other Guarantors	All Other Non-Guarantors	Eliminating Entries	Total
Revenues						
Airplane	$ —	$ —	$ 2,006	$ —	$ (929)	$ 1,077
Art Gallery	—	—	35	—	—	35
Retail	—	—	27	—	—	27
Water	—	—	—	77	(59)	18
Total Revenue	—	—	2,068	77	(988)	1,157
Expenses						
Pre-Opening Costs	5,156	878	7,616	(947)	(841)	11,862
Depreciation and Amortization	6,780	—	121	1,262	—	8,163
Loss / (Gain) on Sale of Fixed	394	—	—	—	—	394

Assets						
Selling, General & Administrative	—	—	129	267	(20)	376
Facility Closure	373	—	—	—	—	373
Cost of Water	—	—	—	167	(127)	40
Cost of Retail Sales	—	—	9	—	—	9
Total Expenses	12,703	878	7,875	749	(988)	21,217
Operating Loss	(12,703)	(878)	(5,807)	(672)	—	(20,060)
Other Income / (Expense)						
Interest Expense, Net of Amounts Capitalized	(28)	—	—	—	—	(28)
Interest Income	2,362	—	—	—	—	2,362
Other Income, Net	2,334	—	—	—	—	2,334
Net Loss Accumulated During the Development Stage	$ (10,369)	$ (878)	$ (5,807)	$ (672)	$ —	$ (17,726)

VALVINO LAMORE, LLC AND SUBSIDIARIES

CONSOLIDATING STATEMENTS OF OPERATIONS INFORMATION

From Inception to December 31, 2000

(In thousands)

	Valvino Lamore, LLC	All Other Guarantors	All Other Non-Guarantors	Eliminating Entries	Total
Airplane Revenue	$ —	$ 590	$ —	$ (503)	$ 87
Expenses					
Pre-Opening Costs	3,970	2,547	(308)	(503)	5,706
Depreciation and Amortization	3,640	41	364	—	4,045
Facility Closure	1,206	—	—	—	1,206
Cost of Retail Sales	—	—	—	—	—
Loss / (Gain) from Incidental Operations	1,163	—	—	—	1,163
Total Expenses	9,979	2,588	56	(503)	12,120
Operating Loss	(9,979)	(1,998)	(56)	—	(12,033)
Other Income / (Expense)					
Interest Expense, Net of Amounts Capitalized	(17)	—	—	—	(17)
Interest Income	1,434	—	—	—	1,434
Other Income, Net	1,417	—	—	—	1,417
Net Loss Accumulated During the Development Stage	$ (8,562)	$ (1,998)	$ (56)	$ —	$ (10,616)

VALVINO LAMORE, LLC AND SUBSIDIARIES

CONSOLIDATING STATEMENTS OF OPERATIONS INFORMATION

From Inception to June 30, 2002

(In thousands)

(Unaudited)

	Valvino Lamore, LLC	Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp.	All Other Guarantors	All Other Non-Guarantors	Eliminating Entries	Total
Revenues						
Airplane	$ —	$ —	$ 4,205	$ —	$ (2,315)	$ 1,890
Art Gallery	—	—	152	—	—	152
Retail	—	—	124	—	—	124
Water	—	—	—	111	(88)	23
Total Revenue	—	—	4,481	111	(2,403)	2,189
Expenses						
Pre-Opening Costs	10,779	1,723	14,732	1,545	(2,169)	26,610
Depreciation and Amortization	13,682	1	1,053	2,071	—	16,807
Loss/(Gain) on Sale of Fixed Assets	387	—	43	69	—	499
Selling, General & Administrative	—	—	375	354	(80)	649
Facility Closure	1,579	—	—	—	—	1,579
Cost of Water	—	—	—	198	(153)	45
Cost of Retail Sales	—	—	68	—	—	68
Loss/(Gain) from Incidental Operations	1,428	—	—	—	—	1,428
Total Expenses	27,855	1,724	16,271	4,237	(2,402)	47,685
Operating Loss	(27,855)	(1,724)	(11,790)	(4,126)	(1)	(45,496)
Other Income/(Expense)						
Interest Expense, Net of Amounts Capitalized	(58)	—	(440)	—	—	(498)
Interest Income	4,572	3	1	18	—	4,594
Equity in Loss from Macau	(2,534)	—	—	—	2,534	—
Other Income, Net	1,980	3	(439)	18	2,534	4,096
Minority Interest	—	—	—	—	282	282
Net Loss Accumulated During the Development Stage	$ (25,875)	$ (1,721)	$ (12,229)	$ (4,108)	$ 2,815	$ (41,118)

VALVINO LAMORE, LLC AND SUBSIDIARIES

CONSOLIDATING STATEMENTS OF CASH FLOW INFORMATION

Six Months Ended June 30, 2002

(In thousands)

(Unaudited)

	Valvino Lamore, LLC	Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp.	All Other Guarantors	All Other Non-Guarantors	Eliminating Entries	Total
Cash Flows From Operating Activities						
Net Loss Accumulated During the Development Stage	$ (6,944)	$ (843)	$ (4,424)	$ (3,380)	$ 2,815	$ (12,776)
Adjustments to Reconcile Net Loss Accumulated During the Development Stage to Net Cash Provided by/(Used in) Operating Activities:						
Depreciation and Amortization	3,262	1	891	445	—	4,599
Equity in Loss from Macau	2,534	—	—	—	(2,534)	—
Gain/(Loss) on Sale of Fixed Assets	(7)	—	43	69	—	105
Incidental Operations	1,971	—	—	—	—	1,971
Increase (Decrease) in Cash from Changes in:						
Restricted Cash	1	(1,788)	—	—	—	(1,787)
Receivables, Net	(81)	—	11	(1)	—	(71)

Inventories	97	—	(16)	—	—	81
Prepaid Expenses and Other	173	—	(158)	(1)	—	14
Minority Interest	—	—	—	—	(282)	(282)
Accounts Payable and Accrued Expenses	2,650	(32)	1,079	2,622	—	6,319
Net Cash Provided by / (Used in) Operating Activities	3,656	(2,662)	(2,574)	(246)	(1)	(1,827)
Cash Flows From Investing Activities						
Capital Expenditures	—	—	(19,376)	(84)	—	(19,460)
Acquisition of Airplane	—	—	(9,591)	—	—	(9,591)
Other Assets	(27,518)	(589)	(701)	150	23,805	(4,853)
Due from Related Parties	(27,111)	3,300	31,275	(7,683)	—	(219)
Proceeds from Sale of Equipment	8	—	—	8,000	—	8,008
Net Cash Provided by / (Used in) Investing Activities	(54,621)	2,711	1,607	383	23,805	(26,115)
Cash Flows From Financing Activities						
Equity Contributions	173,494	—	—	23,804	(23,804)	173,494
Macau	—	—	—	3,056	—	3,056
Principal Payments of Long-Term Debt	(16)	—	—	—	—	(16)
Net Cash Provided by Financing Activities	173,478	—	—	26,860	(23,804)	176,534
Increase/(Decrease) in Cash and Cash Equivalents	122,513	49	(967)	26,997	—	148,592
Cash, Beginning of Period	39,590	(49)	(273)	—	—	39,268
Cash, End of Period	$ 162,103	$ —	$ (1,240)	$ 26,997	$ —	$ 187,860
Supplemental Cash Flow Disclosure:						
Interest Paid, Net of Amounts Capitalized	$ 13	$ —	$ 440	$ —	$ —	$ 453

VALVINO LAMORE, LLC AND SUBSIDIARIES

CONSOLIDATING STATEMENTS OF CASH FLOW INFORMATION

Six Months Ended June 30, 2001

(In thousands)

(Unaudited)

	Valvino Lamore, LLC	Wynn Las Vegas, LLC	All Other Guarantors	All Other Non-Guarantors	Eliminating Entries	Total
Cash Flows From Operating Activities						
Net Loss Accumulated During the Development Stage	$ (5,684)	$ (103)	$ (2,130)	$ (317)	$ —	$ (8,234)
Adjustments to Reconcile Net Loss Accumulated During the Development Stage to Net Cash Provided by / (Used in) Operating Activities:						
Depreciation and Amortization	3,610	—	52	541	—	4,203
Gain / (Loss) on Sale of Fixed Assets	178	—	—	—	—	178
Incidental Operations	3,210	—	—	—	—	3,210
Increase (Decrease) in Cash from Changes in:						
Receivables, Net	588	—	(46)	2	—	544
Inventories	107	—	—	—	—	107
Prepaid Expenses and Other	48	—	41	23	—	112
Accounts Payable and Accrued Expenses	(1,290)	12	1,700	6	—	428
Net Cash Provided by / (Used in) Operating Activities	767	(91)	(383)	255	—	548
Cash Flows From Investing Activities						
Capital Expenditures	(7,525)	—	(7,434)	(2)	—	(14,961)
Acquisition of Airplane	—	—	—	—	—	—
Other Assets	1,187	(1,000)	(5,257)	—	18	5,462
Due From Related Parties	(19,500)	1,091	2,315	9,743	—	(6,351)
Proceeds from Sale of Equipment	343	—	—	—		343
Net Cash Provided by / (Used in) Investing Activities	(25,495)	91	138	9,741	18	(15,507)
Cash Flows From Financing Activities						

Equity Contributions	20,800	—	—	(10,017)	10,017	20,800
Third Party Fee	(800)	—	—	—	—	(800)
Principal Payments of Long-Term Debt	(15)	—	—	—	—	(15)
Net Cash Used in Financing Activities	19,985	—	—	(10,017)	10,017	19,985
Increase/(Decrease) in Cash and Cash Equivalents	(4,743)	—	(245)	(21)	10,035	5,026
Cash, Beginning of Period	64,474	—	(30)	20	(10,035)	54,429
Cash, End of Period	$ 59,731	$ —	$ (275)	$ (1)	$ —	$ 59,455
Supplemental Cash Flow Disclosure:						
Interest Paid, Net of Amounts Capitalized	$ 14	$ —	$ —	$ —	$ —	$ 14

VALVINO LAMORE, LLC AND SUBSIDIARIES

CONSOLIDATING STATEMENTS OF CASH FLOW INFORMATION

Year Ended December 31, 2001

(In thousands)

	Valvino Lamore, LLC	Wynn Las Vegas, LLC	All Other Guarantors	All Other Non-Guarantors	Eliminating Entries	Total
Cash Flows From Operating Activities						
Net Loss Accumulated During the Development Stage	$ (10,369)	$ (878)	$ (5,807)	$ (672)	$ —	$ (17,726)
Adjustments to Reconcile Net Loss Accumulated During the Development Stage to Net Cash Provided by / (Used in) Operating Activities:						
Depreciation and Amortization	6,780	—	121	1,262	—	8,163
Loss on Sale of Fixed Assets	394	—	—	—	—	394
Incidental Operations	3,611	—	—	—	—	3,611
Increase (Decrease) in Cash from Changes in:						
Restricted Cash	(24)	(500)	(23)	—	—	(524)
Receivables, Net	705	—	—	(7)	—	675
Inventories	99	—	(61)	—	—	38
Prepaid Expenses and Other	585	—	(741)	23	—	(133)
Accounts Payable and Accrued Expenses	(1,554)	85	2,020	34	—	585
Net Cash Provided by / (Used in) Operating Activities	227	(1,293)	(4,491)	640	—	(4,917)
Cash Flows From Investing Activities						
Capital Expenditures	(9,667)	(2)	(19,390)	(23)	—	(29,082)
Acquisition of Airplane	—	—	—	—	—	—
Other Assets	1,164	(1,252)	(1,655)	18	18	(1,707)
Due from Related Parties	(37,351)	2,498	25,293	(655)	10,017	(198)
Proceeds from Sale of Equipment	775	—	—	—	—	775
Net Cash Provided by / (Used in) Investing Activities	45,079	1,244	4,248	(660)	10,035	(30,212)
Cash Flows From Financing Activities						
Equity Contributions	20,800	—	—	—	—	20,800
Third Party Fee	(800)	—	—	—	—	(800)
Principal Payments of Long-Term Debt	(32)	—	—	—	—	(32)
Net Cash Provided by Financing Activities	19,968	—	—	—	—	19,968
Decrease in Cash and Cash Equivalents	(24,884)	(49)	(243)	(20)	10,035	(15,161)

Cash, Beginning of Period	64,474	—	(30)	20	(10,035)	54,429
Cash, End of Period	$ 39,590	$ (49)	$ (273)	$ —	$ —	$ 39,268
Supplemental Cash Flow Disclosure:						
	$ 28	$ —	$ —	$ —	$ —	$ 28

VALVINO LAMORE, LLC AND SUBSIDIARIES

CONSOLIDATING STATEMENTS OF CASH FLOW INFORMATION

Inception to December 31, 2000

(In thousands)

	Valvino Lamore, LLC	All Other Guarantors	All Other Non-Guarantors	Eliminating Entries	Total
Cash Flows From Operating Activities					
Net Loss Accumulated During the Development Stage	$ (8,562)	$ (1,998)	$ (56)	$ —	$ (10,616)
Adjustments to Reconcile Net Loss Accumulated During the Development Stage to Net Cash Provided by / (Used in) Operating Activities:					
Depreciation and Amortization	3,640	41	364	—	4,045
Amortization of Loan Origination Fees	1,465	—	—	—	1,465
Incidental Operations	1,198	—	—	—	1,198
Increase (Decrease) in Cash from Changes in:					
Receivables, Net	7,052	(10)	—	—	7,042
Inventories	690	—	—	—	690
Prepaid Expenses and Other	(664)	(51)	(23)	—	(738)
Accounts Payable and Accrued Expenses	(9,196)	203	7	—	(8,986)
Net Cash Provided by/(Used in) Operating Activities	(4,377)	(1,815)	292	—	(5,900)
Cash Flows From Investing Activities					
Acquisition of Desert Inn Resort and Casino, Net of Cash Acquired	(270,718)	—	—	—	(270,718)
Capital Expenditures	(45,792)	(1,279)	(546)	—	(47,617)
Acquisition of Airplane	—	—	(9,489)	—	(9,489)
Other Assets	(1,299)	—	—	—	(1,299)
Due from Related Parties	(2,864)	3,064	(272)	—	(72)
Proceeds from Sale of Equipment	776	—	—	—	776
Net Cash Provided by/(Used in) Investing Activities	(319,897)	1,785	(10,307)	—	(328,419)
Cash Flows From Financing Activities					
Equity Contributions	480,713	—	10,035	(10,035)	480,713
Equity Distributions	(110,482)	—	—	—	(110,482)
Third Party Fee	(10,000)	—	—	—	(10,000)
Proceeds from Issuance of Long-Term Debt	125,000	—	—	—	125,000
Principal Payments of Long-Term Debt	(125,018)	—	—	—	(125,018)
Loan Origination Fees	(1,465)	—	—	—	(1,465)
Proceeds from Issuance of Related Party Loan	100,000	—	—	—	100,000
Principal Payments of Related Party Loan	(70,000)	—	—	—	(70,000)
Net Cash Provided by Financing Activities	388,748	—	10,035	(10,035)	388,748
Increase/(Decrease) in Cash and Cash Equivalents	64,474	(30)	20	(10,035)	54,429
Cash, Beginning of Period	—	—	—	—	—
Cash, End of Period	$ 64,474	$ (30)	$ 20	$ (10,035)	$ 54,429
Supplemental Cash Flow Disclosure:					
Interest Paid, Net of Amounts Capitalized	$ 17	$ —	$ —	$ —	$ 17

VALVINO LAMORE, LLC AND SUBSIDIARIES

CONSOLIDATING STATEMENTS OF CASH FLOW INFORMATION

From Inception to June 30, 2002

(In Thousands)

(Unaudited)

	Valvino Lamore, LLC	Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp.	All Other Guarantors	All Other Non-Guarantors	Eliminating Entries	Total
Cash Flows From Operating Activities						
Net Loss Accumulated During the Development Stage	$ (25,875)	$ (1,721)	$ (12,229)	$ (4,108)	$ 2,815	$ (41,118)
Adjustments to Reconcile Net Loss Accumulated During the Development Stage to Net Cash Provided by/(Used in) Operating Activities:						
Depreciation and Amortization	13,682	1	1,053	2,071	—	16,807
Equity in Loss from Macau	2,534	—	—	—	(2,534)	—
Amortization of Loan Origination Fees	1,465	—	—	—	—	1,465
Gain/(Loss) on Sale of Fixed Assets	387	—	43	69	—	499
Incidental Operations	6,780	—	—	—	—	6,780
Increase (Decrease) in Cash from Changes in:						
Restricted Cash	(23)	(2,288)	—	—	—	(2,311)
Receivables, Net	7,676	—	(22)	(8)	—	7,646
Inventories	886	—	(77)	—	—	809
Prepaid Expenses and Other	94	—	(950)	(1)	—	(857)
Minority Interest	—	—	—	—	(282)	(282)
Accounts Payable and Accrued Expenses	(8,100)	53	3,302	2,663	—	(2,082)
Net Cash Provided by / (Used in) Operating Activities	(494)	(3,955)	(8,880)	686	(1)	(12,644)
Cash Flows From Investing Activities						
Acquisition of Desert Inn Resort and Casino, Net of Cash Acquired	(270,718)	—	—	—	—	(270,718)
Capital Expenditures	(55,459)	(3)	(40,043)	(654)	—	(96,159)
Acquisition of Airplane	—	—	(9,591)	(9,489)	—	(19,080)
Other Assets	(27,653)	(1,840)	(2,358)	169	23,823	(7,859)
Intercompany Balances	67,326	5,798	59,632	(8,610)	10,017	(489)
Proceeds from Sale of Equipment	1,559	—	—	8,000	—	9,559
Net Cash Provided by/(Used in) Investing Activities	(419,597)	3,955	7,640	(10,584)	33,840	(384,746)
Cash Flows From Financing Activities						
Equity Contributions	675,007	—	—	33,839	(33,839)	675,007
Equity Distributions	(110,482)	—	—	—	—	(110,482)
Third Party Fee	(10,800)	—	—	—	—	(10,800)
Minority Interest	—	—	—	3,056	—	3,056
Proceeds from Issuance of Long-Term Debt	125,000	—	—	—	—	125,000
Principal Payments of Long-Term Debt	(125,066)	—	—	—	—	(125,066)
Loan Origination Fees	(1,465)	—	—	—	—	(1,465)
Proceeds from Issuance of Related Party Loan	100,000	—	—	—	—	100,000
Principal Payments of Related Party Loan	(70,000)	—	—	—	—	(70,000)
Net Cash Provided by Financing Activities	582,194	—	—	36,895	(33,839)	585,250
Increase/(Decrease) in Cash and Cash Equivalents	162,103	—	(1,240)	26,997	—	187,860
Cash, Beginning of Period	—	—	—	—	—	—
Cash, End of Period	$ 162,103	$ —	$ (1,240)	$ 26,997	$ —	$ 187,860
Supplemental Cash Flow Disclosure:						
Interest Paid, Net of Amounts Capitalized	$ 58	$ —	$ 440	$ —	$ —	$ 498

VALVINO LAMORE, LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIALS (Continued)

12. *Financial Statement Restatement*

Subsequent to the issuance of the Company's financial statements as of June 30, 2002, December 31, 2001 and December 31, 2000, the Company's management determined that the acquisitions of Kevyn, LLC, World Travel, LLC and Las Vegas Jet, LLC had been accounted for based on the incorrect application of an accounting principle. As a result, the consolidated financial statements of the Company for all periods presented have been restated from the amounts previously reported to reflect the transactions as reorganizations of entities under common control in accordance with SFAS No. 141, "Business

Combinations". Accordingly, operating results for Kevyn, LLC, World Travel, LLC and Las Vegas Jet, LLC have been included in the consolidated statements of operations of the Company for all periods presented and assets and liabilities of the acquired entities have been recorded at carrying value in each of the consolidated balance sheets presented.

A summary of the significant effects of the restatement is as follows (in thousands except per share amounts)

	June 30, 2002 as Previously Reported	June 30, 2002 Restated	December 31, 2001 as Previously Reported	December 31, 2001 Restated	December 31, 2000 as Previously Reported	December 31, 2000 Restated
Property and Equipment, net	$ 380,236	$ 379,726	$ 337,464	$ 337,467	$ 313,022	$ 322,696
Total Assets	586,407	586,036	390,788	388,543	388,467	387,084
Deficit Accumulated during the Development Stage	(40,747)	(41,118)	(26,054)	(28,342)	(9,155)	(10,616)
Total Liabilities & Members' Equity	586,407	586,036	390,788	388,543	388,467	387,084

	Six Months Ended June 30, 2002 as Previously Reported	Six Months Ended June 30, 2002 Restated	Six Months Ended June 30, 2001 as Previously Reported	Six Months Ended June 30, 2001 Restated	Year Ended December 31, 2001 as Previously Reported	Year Ended December 31, 2001 Restated
Total Revenues	$ 288	$ 945	$ 342	$ 686	$ 918	$ 1,157
Pre-Opening Costs	9,193	9,042	5,028	5,490	10,980	11,862
Depreciation and Amortization	3,966	4,599	4,021	4,203	7,979	8,163
Total Expenses	(15,915)	(14,348)	(9,813)	(10,456)	(20,151)	(21,217)
Net Loss Accumulated during the Development Stage	(14,693)	(12,776)	(7,935)	(8,234)	(16,899)	(17,726)
Loss Per Share—Basic and Diluted	(70.37)	(61.19)	(39.04)	(40.52)	(82.24)	(86.27)

	Inception to December 31, 2000 as Previously Reported	Inception to December 31, 2000 Restated	Inception to June 30, 2002 as Previously Reported	Inception to June 30, 2002 Restated
Total Revenues	$ 0	$ 87	$ 1,206	$ 2,189
Pre-opening Costs	4,522	5,706	24,695	26,610
Depreciation and Amortization	3,681	4,045	15,626	16,807
Total Expenses	(10,572)	(12,120)	(45,432)	(47,685)
Net Loss Accumulated during the Development Stage	(9,155)	(10,616)	(40,747)	(41,118)
Loss Per Share—Basic and Diluted	(45.78)	(53.08)	(199.27)	(201.08)

INDEPENDENT AUDITORS' REPORT

To the Members of Wynn Las Vegas, LLC:

We have audited the accompanying balance sheet of Wynn Las Vegas, LLC (a wholly owned subsidiary of Valvino Lamore, LLC and a development stage company) as of December 31, 2001, and the related statements of operations, member's deficiency, and cash flows for the period from inception (April 17, 2001) to December 31, 2001. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, such financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2001, and the results of its operations and its cash flows for the period from inception to December 31, 2001, in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 6, the accompanying financial statements have been restated.

Deloitte & Touche LLP

Las Vegas, Nevada
August 21, 2002 (October 3, 2002 as to the effects of the restatement at Note 6)

WYNN LAS VEGAS, LLC
(A WHOLLY OWNED SUBSIDIARY OF VALVINO LAMORE, LLC AND A DEVELOPMENT STAGE COMPANY)

BALANCE SHEETS

(In thousands)

	(As restated, see Note 6)	
	June 30, 2002	December 31, 2001
	(Unaudited)	
ASSETS		
Restricted cash	$ 2,288	$ 500
Property and equipment, net	172,084	2
Trademark	1,000	1,000
Other assets	840	252
Total Assets	$ 176,212	$ 1,754
LIABILITIES AND MEMBER'S DEFICIENCY		
Current Liabilities		
Accounts payable	$ 20	$ 106
Accrued expenses	33	28
Total Current Liabilities	53	134
Due to related parties, net	177,880	2,498
Member's Deficiency		
Contributed capital	—	—
Deficit accumulated from inception during the development stage	(1,721)	(878)
	(1,721)	(878)
Total Liabilities and Member's Deficiency	$ 176,212	$ 1,754

The accompanying footnotes are an integral part of these financial statements.

WYNN LAS VEGAS, LLC
(A WHOLLY OWNED SUBSIDIARY OF VALVINO LAMORE, LLC
AND A DEVELOPMENT STAGE COMPANY)

STATEMENTS OF OPERATIONS

(In thousands)

	(As restated, see Note 6)			
	Six Months Ended June 30, 2002	Six Months Ended June 30, 2001	From Inception to December 31, 2001	From Inception to June 30, 2002
	(Unaudited)	(Unaudited)		(Unaudited)
Total Revenue	$ —	$ —	$ —	$ —
Expenses				
Pre-opening costs	845	103	878	1,723
Depreciation and amortization	1	—	—	1
Total Expenses	846	103	878	1,724
Operating Loss	(846)	(103)	(878)	(1,724)
Other Income/(Expense)				
Interest income	3	—	—	3
Other Income, net	3	—	—	3
Net loss accumulated during the development stage	$ (843)	$ (103)	$ (878)	$ (1,721)

The accompanying footnotes are an integral part of these financial statements.

WYNN LAS VEGAS, LLC
(A WHOLLY OWNED SUBSIDIARY OF VALVINO LAMORE, LLC
AND A DEVELOPMENT STAGE COMPANY)

STATEMENTS OF MEMBER'S DEFICIENCY

(In thousands)

	Total
Balance at Inception (April 17, 2001) (As restated, see Note 6)	$ —
Net loss accumulated during the development stage (As restated, see Note 6)	(878)
Balance at December 31, 2001 (As restated, see Note 6)	(878)
Net loss accumulated during the development stage (unaudited) (As restated, see Note 6)	(843)
Balance at June 30, 2002 (unaudited) (As restated, see Note 6)	$ (1,721)

The accompanying footnotes are an integral part of these financial statements.

WYNN LAS VEGAS, LLC
(A WHOLLY OWNED SUBSIDIARY OF VALVINO LAMORE, LLC
AND A DEVELOPMENT STAGE COMPANY)

STATEMENTS OF CASH FLOWS

(In thousands)

	(As restated, see Note 6)			
	Six Months Ended June 30, 2002	Six Months Ended June 30, 2001	Inception to December 31, 2001	Inception to June 30, 2002
	(Unaudited)	(Unaudited)		(Unaudited)
Cash Flows From Operating Activities:				
Net loss accumulated during the development stage	$ (843)	$ (103)	$ (878)	$ (1,721)
Adjustments to reconcile net loss accumulated during the development stage to net cash provided used in operating activities:				
Depreciation and amortization	1	—	—	1
Increase (decrease) in cash from changes in:				
Restricted cash	(1,788)	—	(500)	(2,288)
Accounts payable and accrued expenses	(81)	12	134	53
Net Cash Used in Operating Activities	(2,711)	(91)	(1,244)	(3,955)
Cash Flows From Investing Activities:				
Capital expenditures	—	—	(2)	(2)
Other assets	(589)	(1000)	(1,252)	(1,841)
Due to related parties	3,300	1,091	2,498	5,798
Net Cash Provided by Investing Activities	2,711	91	1,244	3,955
Net Cash Flows From Financing Activities	—	—	—	—
Decrease in Cash and Cash Equivalents	—	—	—	—
Cash, Beginning of Period	—	—	—	—
Cash, End of Period	$ —	$ —	$ —	$ —

Supplemental cash flow disclosures of noncash transactions:

During the six months ended June 30, 2002, land and construction in progress with book values of $161,392 and $10,692, respectively, were transferred to the Company from an affiliate and the Company recorded an intercompany payable to the affiliate for the same amount (See Notes 1.f. and 2).

The accompanying footnotes are an integral part of these financial statements.

WYNN LAS VEGAS, LLC
(A WHOLLY OWNED SUBSIDIARY OF VALVINO LAMORE, LLC
AND A DEVELOPMENT STAGE COMPANY)

NOTES TO FINANCIAL STATEMENTS

1. *Summary of Significant Accounting Policies*

a. Organization and Basis for Presentation

Hotel A, LLC was formed on April 17, 2001 as a Nevada limited-liability company. On May 15, 2002, Hotel A, LLC changed its name to Wynn Las Vegas, LLC. Hotel A, LLC is hereafter referred to as Wynn Las Vegas, LLC or the Company. The sole member of the Company is Wynn Resorts, LLC. The sole member of Wynn Resorts, LLC is Valvino Lamore, LLC (Valvino).

Wynn Las Vegas, LLC was primarily organized to construct and operate "Le Rêve", a preeminent luxury hotel and destination casino resort in Las Vegas, Nevada. As of the date of this report, neither the timing nor the full scope of the "Le Rêve" project has been finalized. Management anticipates Le Rêve will cost approximately $2.4 billion to design and construct, including the cost of the land, capitalized interest, pre-opening expenses and financing fees.

Wynn Las Vegas Capital Corp. (Wynn Capital) is a wholly owned subsidiary of the Company incorporated on June 3, 2002, primarily for the purpose of obtaining financing for Le Rêve. Wynn Capital is authorized to issue 2,000 shares of common stock, par value $0.01. At June 30, 2002, the Company holds all of the authorized shares. The financial position and results of operations of Wynn Capital are included in the financial statements of the Company as of June 30, 2002 and for the periods then ended.

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America and include the assets, liabilities, operating results and cash flows of Wynn Las Vegas, LLC. However, the financial information included herein may not necessarily be indicative of the conditions that would have existed or the results of operations had the Company been a separate, stand-alone entity during the periods presented (Note 3).

b. Development Stage Risk Factors

As a development stage company, the Company has risks that may impact its ability to become an operating enterprise or to remain in existence. The Company has no operating history and is currently in the process of planning, developing and obtaining additional financing for the Le Rêve project.

The Company is subject to many rules, regulations and uncertainties in both the construction and development phases of the project, including, but not limited to, receiving the appropriate permits for particular construction activities and securing necessary financing for the project. There is no certainty that the Company will be able to secure the necessary financing or that the financial resources available will be sufficient to fund the project (see further discussion at Note 4, *Commitments and Contingencies*).

c. Principles of Consolidation

Prior to June 2002, the financial statements include the accounts of the Company. As of June 30, 2002 and for the periods then ended, the financial statements include the accounts of the Company and its wholly owned subsidiary, Wynn Capital. Significant intercompany balances and transactions, if any, are eliminated.

d. Cash and Cash Equivalents

Cash and cash equivalents are comprised of highly liquid investments with a maturity of three months or less. Cash equivalents are carried at cost, which approximates fair value.

e. Restricted Cash

Restricted cash consists of certificates of deposits to collateralize certain construction insurance claims as well as required sales tax deposits.

f. Property and Equipment

At December 31, 2001, property of the Company consisted of approximately $2 thousand of computer equipment with an estimated useful life of three years. Depreciation is provided over the estimated useful life of assets using the straight-line method.

In May of 2002, Valvino transferred approximately $161 million of land it acquired in connection with its acquisition of the Desert Inn Resort and Casino, and approximately $11 million of construction in progress to the Company (see further discussion at Note 2, *Property and Equipment*).

g. Trademark

The Company has recorded an asset representing the cost, $1 million, of the common-law name and mark "LE REVE". The trademark has an indefinite useful life and therefore is not amortized. Similar to other long-lived assets, the trademark is reviewed for impairment whenever events or circumstances indicate that the carrying value may not be recoverable.

h. Income Taxes

As a limited-liability company, Wynn Las Vegas, LLC is classified as a partnership for federal income tax purposes. Accordingly, no provision is made in the accounts of the Company for federal income taxes, as such taxes are liabilities of the Members.

i. Member's Deficiency

The Company was initially capitalized with a $100 contribution from Valvino, the sole member of the Company. Such contribution was made in exchange for a 100 percent ownership interest in the capital and profits of the Company. No additional capital contributions are required to be made. Cash or other assets may be distributed to Valvino as determined by Valvino provided that the distribution was not in violation of any applicable law or would cause a breach or default under agreements to which the Company is a party.

j. Pre-Opening Costs

Pre-opening costs primarily consists of salaries and other payroll related expenses. Pre-opening costs are expensed as incurred.

j. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

k. Long-Lived Assets

Management periodically reviews long-lived assets, which are not to be disposed of, including property and equipment, for impairment whenever events or changes in circumstances indicate that the carrying value of the asset may not be recoverable. As of December 31, 2001, management does not believe any assets have been impaired.

l. Interim Financial Statements

The financial statements for the six-month periods ended June 30, 2002 and 2001 are unaudited but in the opinion of management, include all adjustments (consisting only of normal, recurring adjustments) necessary for a fair presentation of the financial results of the interim periods. The results of operations for the six-month periods ended June 30, 2002 and 2001 are not necessarily indicative of the results to be expected for the year ending December 31, 2002.

p. Recent Accounting Pronouncements

In June 2001, the Financial Accounting Standards Board ("FASB") issued Statement on Financial Accounting Standards ("SFAS") No. 141, "Business Combinations" and SFAS No. 142, "Goodwill and Other Intangible Assets." SFAS No. 141 prohibits the pooling of interests method of accounting for business combinations initiated after June 30, 2001. SFAS No. 142, which is effective for the Company January 1, 2002, requires, among other things, the discontinuance of goodwill amortization. In addition, the standard includes provisions for the reclassification of certain existing intangibles as goodwill, reassessment of the useful lives of existing intangibles, and ongoing assessments of potential impairment of existing goodwill. As of December 31, 2001, the Company had no goodwill but did have an intangible asset consisting of a trademark with an indefinite useful life. Accordingly, the adoption of this statement on January 1, 2002 did not have a material effect on the Company's consolidated financial position or results of operations.

In June 2001, the FASB issued SFAS No. 143, "Accounting for Asset Retirement Obligations" which addresses financial accounting and reporting for obligations associated with the retirement of tangible long-lived assets and the associated asset retirement costs. This Statement applies to legal obligations associated with the retirement for certain obligations of lessees. This Statement is effective for fiscal years beginning after June 15, 2002. The Company does not expect adoption of SFAS No. 143

will have a material impact on the Company's consolidated financial position or results of operations.

In August 2001, the FASB issued SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets" which addresses financial accounting and reporting for the impairment or disposal of long-lived assets and supersedes SFAS No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of." The provisions of this Statement are effective for fiscal years beginning after December 15, 2001. The Company adopted SFAS No. 144 on January 1, 2002 with no material impact on the Company's consolidated financial position or results of operations.

In April 2002, the FASB issued SFAS No. 145, "Rescission of FASB Statements No. 4, 44, and 64, Amendment of FASB Statement No. 13, and Technical Corrections." Among other things, this statement rescinds SFAS No. 4, "Reporting Gains and Losses from Extinguishment of Debt" which required all gains and losses from extinguishment of debt to be aggregated and, if material, classified as an extraordinary item, net of related income tax effect. As a result, the criteria in APB Opinion No. 30, "Reporting the Results of Operations—Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions," will now be used to classify those gains and losses. The Company does not anticipate that adoption of this statement will have an impact on its consolidated financial position or results of operations.

In June 2002, the FASB issued SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities." SFAS No.146 addresses financial accounting and reporting for costs associated with exit or disposal activities and nullifies Emerging Issues Task Force Issue No. 94-3, "Liability Recognition for Certain Employee Termination Benefits and Other Costs to Exit an Activity (including Certain Costs Incurred in a Restructuring)." SFAS

No. 146 requires that a liability for a cost associated with an exit or disposal activity be recognized when the liability is incurred. A fundamental conclusion reached by the FASB in this statement is that an entity's commitment to a plan, by itself, does not create a present obligation to others that meets the definition of a liability. Management does not anticipate that adoption of this statement will have an impact on the historical financial position or results of operations of the Company.

2. *Property and Equipment*

Property and equipment as of December 31, 2001 consisted of the following:

	In ($000's)
Computer equipment	$ 3
Less: accumulated depreciation	(1)
	$ 2

In May of 2002, Valvino transferred land acquired in connection with its acquisition of the Desert Inn Resort and Casino to the Company. The land was transferred at its carrying value of approximately $161 million. In addition, approximately $11 million of construction in

progress was transferred. In consideration for the land, the Company recorded a payable to Valvino for an equal amount.

3. *Related Parties*

At December 31, 2001 amounts due to related parties were comprised primarily of amounts due to Valvino. For the period from inception through June 30, 2002, the Company's statements of operations include allocations from Valvino for legal, accounting, human resource, information services, real estate, or other corporate support services provided by Valvino. The corporate support service allocations have been determined on a basis that Valvino and the Company consider to be reasonable estimates of the utilization of service provided or the benefit received by the Company. The allocation methods include specific identification, relative cost, square footage and headcount. Allocated costs are reflected in pre-opening costs for the six months ended June 30, 2002 and 2001 and for the periods from inception to December 31, 2001 and June 30, 2002 and were approximately $140,000, $65,000, $196,000 and $336,000, respectively. Given the development stage nature of the Company's operations for the periods presented, management does not believe it is practicable to estimate the cost that would have been incurred if the Company had operated as a stand-alone entity.

4. *Commitments and Contingencies*

a. Litigation

In the normal course of business, the Company may be subject to disputes with third parties, which could lead to litigation. Presently, the Company is not involved in any such matters.

b. Construction Contracts

The Company has entered into certain contracts related to the construction of "Le Rêve". Effective as of June 4, 2002, and amended by Change Order No. 1, effective as of August 12, 2002, the Company entered into an agreement with a construction contractor for guaranteed maximum price construction services (as amended, the Construction Agreement). The Construction Agreement covers approximately $919 million of the approximate $1,407 million budgeted cost to construct Le Rêve, subject to increases based on, among other items, changes in the scope of the work. The Construction Agreement provides that the guaranteed maximum price will be increased and the deadline for the completion of construction extended on account of certain circumstances. The guaranteed maximum price also provides for an "owner contingency" of approximately $7.6 million to cover various items including delays and scope changes as a result of the Company's actions.

Additionally, the Company has entered into an agreement with a construction contractor for the design and construction of a parking structure for a maximum cost of $9.85 million, subject to specified exceptions, effective as of June 6, 2002.

c. Financing Arrangements

Valvino, the Company and Wynn Resorts Holdings LLC, a wholly owned subsidiary of Valvino, have entered into a commitment letter with several lenders for a $750 million

revolving credit facility and a $250 million delay draw term loan facility (collectively referred to as the Credit Facilities). Management expects to use the proceeds from the Credit Facilities to finance development and construction of Le Rêve, to pay pre-opening expenses and meet debt service obligations. Following completion of Le Rêve, proceeds will be used for operating expenses and general corporate purposes.

Management expects the revolving credit facility to mature six years from the closing date. When borrowings outstanding under the revolving credit facility equal or exceed $200 million, lead arrangers holding a majority of the commitments of the lead arrangers will have the right to convert

$100 million to $400 million of the amounts outstanding to term loans with the same terms and conditions as those made under the delay draw term loan facility.

Management expects the terms of the delay draw term loan to provide for draws of funds under one or more term loans no more frequently than once per month for two years after the closing. Once repaid, term loans may not be reborrowed.

Before Le Rêve opens, the Credit Facilities are expected to bear interest at either the prime rate or reserve Eurodollar Rate, as elected by the Company, plus, in either case, 4.00% per annum. After the opening of Le Rêve, the Credit Facilities interest rate will be reduced to the prime rate or reserve adjusted Eurodollar Rate plus, in either case, a margin based on a leverage ratio.

In addition, the Company's placement agent has received commitments from certain lenders for a $188.5 million facility to finance furniture, fixtures and equipment (the "FF&E Facility"). The FF&E Facility will provide financing or refinancing of up to 75% of the fair market value, including installation costs, of furniture, fixtures and equipment to be used at Le Rêve. Borrowings under the FF&E Facility will bear interest at the same annual rates for base rate or LIBOR elections as borrowings under the Credit Facilities. A commitment fee of 2.50% per annum of the unused portion of the FF&E Facility will accrue from the closing date, increasing to 3.00% on January 1, 2003 and to 4.00% on July 1, 2003. Management expects the FF&E Facility to mature seven years after its closing date. The Company may also use proceeds from the FF&E facility to refinance a replacement corporate aircraft in which case the Company would request the FF&E lenders to increase the total commitment under the FF&E facility by $10 million to $198.5 million.

f. Self-Insurance

Valvino is self-insured for medical and worker's compensation claims. The Individual Stop Loss Attachment Point for each claim is $40,000 for medical and $250,000 for worker's compensation claims with a maximum payout of $960,000 and $1,000,000, respectively. Valvino's self-insurance covers any claims made by employees of Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp.

5. *Employee Savings Plan*

Employees of the Company participate in the Valvino retirement savings plan, which was established in July 2000 under Section 401(k) of the Internal Revenue Code. The plan allows employees to defer, within prescribed limits, up to 18% of their income on a pre-tax basis through contributions to this plan. Valvino matches the contributions, within prescribed limits,

with an amount equal to 100% of the participant's initial 2% tax deferred contribution and 50% of the tax deferred contribution between 2% and 4% of the participant's compensation. Valvino recorded charges for matching contributions of approximately $127,000 for the year ended December 31, 2001.

6. *Financial Statement Restatement*

Subsequent to the issuance of the Company's financial statements for the six months ended June 30, 2002, and for the year ended December 31, 2001, the Company's management determined that costs incurred by Valvino associated with certain corporate support services should have been allocated to the Company. As a result, the financial statements of the Company have been restated from the amounts previously reported to reflect the allocation of certain costs associated with corporate support expenses.

A summary of the significant effects of the restatement is as follows (in thousands):

	June 30, 2002 as Previously Reported	June 30, 2002 *Restated*	December 31, 2001 Previously Reported	December 31, 2001 *Restated*
Due to Related Parties	$ 177,544	$ 177,880	$ 2,302	$ 2,498
Member's Deficiency	1,385	1,721	682	878

	Six months ended June 30, 2002 as Previously Reported	Six months ended June 30, 2002 *Restated*	Six months ended June 30, 2001 as Previously Reported	Six months ended June 30, 2001 *Restated*
Pre-opening Costs	$ (705)	$ (845)	$ (38)	$ (103)
Loss Accumulated during the Development Stage	(703)	(843)	(38)	(103)

	Inception to December 31, 2001 as Previously Reported	Inception to December 31, 2001 *Restated*	Inception to June 30, 2002 as Previously Reported	Inception to June 30, 2002 *Restated*
Pre-opening Costs	$ (682)	$ (878)	$ (1,387)	$ (1,723)
Loss Accumulated during the Development Stage	(682)	(878)	(1,385)	(1,721)

PRO FORMA UNAUDITED GUARANTOR FINANCIAL INFORMATION—
VALVINO LAMORE, LLC AND SUBSIDIARIES

The accompanying pro forma unaudited consolidating financial information is presented assuming the transfer of certain assets, as noted below, to Wynn Resorts, Limited by Valvino Lamore, LLC had occurred as of and for the six month period ended June 30, 2002 and for the year ended December 31, 2001. The statements have been adjusted to reflect the elimination of all items management believes will be ultimately transferred to Wynn Resorts, Limited in accordance with a Distribution Agreement and Assignment dated October 2002. The assets to be distributed are expected to include the Company's equity interests in the non-guarantor entities (Wynn Group Asia, Inc., Kevyn LLC, Rambas Marketing Co. LLC, Toasty, LLC and World Wide Wynn, LLC), Inventories and affiliates receivables due from the non-guarantor entities. After such distributions, Valvino and its subsidiaries will continue to conduct substantially all of the development stage operations (including the art gallery and golf course) reflected in its historical financial statements as well as activities associated with the design and construction of Le Rêve. Actual eliminations will differ as a result of operations which have occurred subsequent to June 30, 2002.

VALVINO LAMORE, LLC AND SUBSIDIARIES

PRO FORMA UNAUDITED GUARANTOR CONSOLIDATING BALANCE SHEET INFORMATION

As of June 30, 2002

(In thousands)

(Unaudited)

	Valvino Lamore, LLC	Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp.	All Other Guarantors	All Other Non-Guarantors	Eliminating Entries	Total
Assets:						
Current Assets						
Cash and Cash Equivalents	$ 162,103	$ —	$ (1,240)	$ —	$ —	$ 160,863
Restricted Cash	23	2,288	—	—	—	2,311
Receivables	243	—	22	8	—	273
Due from Related Parties, Current	85	—	—	—	—	85
Inventories		—	77	—	—	77
Prepaid Expenses and Other	55	—	950	—	—	1,005
Total Current Assets	162,509	2,288	(191)	8	—	164,614
Property and Equipment, Net	86,676	172,084	120,955	10	—	379,725
Water Rights	—	—		6,400	—	6,400
Intercompany Balances	290,338	(177,880)	(104,166)	(4,931)	—	3,361
Trademark	—	1,000	—		—	1,000
Other Assets	3,056	840	2,356		(1,194)	5,058
Total Assets	$ 542,579	$ (1,668)	$ 18,954	$ 1,487	$ (1,194)	$ 560,158
Liabilities and Members' Equity:						
Current Liabilities						
Accounts Payable	$ 2,834	$ 20	$ 1,533		$ —	$ 4,387
Accrued Expenses	1,454	33	1,151	8	—	2,646
Current Portion of Long-Term Debt	37	—	633		—	670
Total Current Liabilities	4,325	53	3,317	8	—	7,703
Long-Term Debt	273	—	27,867		—	28,140
Members' Equity						
Contributed Capital	563,856	—		18	(18)	563,856
Deficit Accumulated from Inception During the Development Stage	(25,875)	(1,721)	(12,230)	1,461	(1,176)	(39,541)
	537,981	(1,721)	(12,230)	1,479	(1,194)	524,315
Total Liabilities and Members' Equity	$ 542,579	$ (1,668)	$ 18,954	$ 1,487	$ (1,194)	$ 560,158

VALVINO LAMORE, LLC AND SUBSIDIARIES

PRO FORMA UNAUDITED GUARANTOR CONSOLIDATING STATEMENT OF OPERATIONS INFORMATION

Six Months Ended June 30, 2002

(In Thousands)

(Unaudited)

	Valvino Lamore, LLC	Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp.	All Other Guarantors	All Other Non-Guarantors	Eliminating Entries	Total
Revenues						
Airplane	$ —	$ —	$ 1,609	$ —	$ (883)	$ 726
Art Gallery	—	—	117		—	117
Retail	—	—	97		—	97
Water	—	—		34	(29)	5
Total Revenue	—		1,823	34	(912)	945
Expenses						
Pre-Opening Costs	1,653	845	4,569	(1,577)	290	5,780
Depreciation and Amortization	3,262	1	891		—	4,154
Loss / (Gain) on Sale of Fixed Assets	(7)	—	43		—	36
Selling, General & Administrative	—	—	246	6	—	252
Cost of Water	—	—		31	(26)	5
Cost of Retail Sales	—	—	59		—	59
Loss / (Gain) from Incidental Operations	265	—	—		—	265
Total Expenses	5,173	846	5,808	(1,540)	264	10,551
Operating Loss	(5,173)	(846)	(3,985)	1,574	(1,176)	(9,606)
Other Income / (Expense)						
Interest Expense, Net of Amounts Capitalized	(13)	—	(440)	—	—	(453)
Interest Income	776	3	1			780
Other Income, Net	763	3	(439)		—	327
	—	—	—	—		
Net Loss Accumulated During the Development Stage	$ (4,410)	$ (843)	$ (4,424)	$ 1,574	$ (1,176)	$ (9,279)

VALVINO LAMORE, LLC AND SUBSIDIARIES

PRO FORMA UNAUDITED GUARANTOR CONSOLIDATING STATEMENT OF OPERATIONS INFORMATION

Year Ended December 31, 2001

(In Thousands)

(Unaudited)

	Valvino Lamore, LLC	Wynn Las Vegas, LLC	All Other Guarantors	All Other Non-Guarantors	Eliminating Entries	Total
Revenues						
Airplane	$ —	$ —	$ 2,006	$ —	$ (929)	$ 1,077
Art Gallery	—	—	35		—	35
Retail	—	—	27		—	27

Water	—	—		77	(59)	18
Total Revenue	—	—	2,068	77	(988)	1,157
Expenses						
Pre-Opening Costs	5,156	878	7,616		(841)	12,809
Depreciation and Amortization	6,780	—	121		—	6,901
Loss / (Gain) on Sale of Fixed Assets	394	—	—		—	394
Selling, General & Administrative	—	—	129	23	(20)	132
Facility Closure	373	—	—		—	373
Cost of Water	—	—		167	(127)	40
Cost of Retail Sales	—	—	9		—	9
Total Expenses	12,703	878	7,875	190	(988)	20,658
Operating Loss	(12,703)	(878)	(5,807)	(113)	—	(19,501)
Other Income / (Expense)						
Interest Expense, Net of Amounts Capitalized	(28)	—	—		—	(28)
Interest Income	2,362	—	—		—	2,362
Other Income, Net	2,334	—	—		—	2,334
Net Loss Accumulated During the Development Stage	$ (10,369)	$ (878)	$ (5,807)	$ (113)	$ —	$ (17,167)

VALVINO LAMORE, LLC AND SUBSIDIARIES

PRO FORMA UNAUDITED GUARANTOR CONSOLIDATING STATEMENT OF CASH FLOW INFORMATION

Six Months Ended June 30, 2002

(In thousands)

(Unaudited)

	Valvino Lamore, LLC	Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp.	All Other Guarantors	All Other Non-Guarantors	Eliminating Entries	Total
Cash Flows From Operating Activities						
Net Loss Accumulated During the Development Stage	$ (4,410)	$ (843)	$ (4,424)	$ 1,574	$ (1,176)	$ (9,279)
Adjustments to Reconcile Net Loss Accumulated During the Development Stage to Net Cash Provided by/(Used in) Operating Activities:						
Depreciation and Amortization	3,262	1	891		—	4,154
Gain/(Loss) on Sale of Fixed Assets	(7)	—	43	—	—	36
Incidental Operations	1,971	—	—	—	—	1,971
Increase (Decrease) in Cash from Changes in:						
Restricted Cash	1	(1,788)	—	—	—	(1,787)
Receivables, Net	(81)	—	11	(1)	—	(71)
Inventories		—	(16)	—	—	(16)
Prepaid Expenses and Other	173	—	(158)	—	—	15
Accounts Payable and Accrued Expenses	2,650	(32)	1,079	3	—	3,700
Net Cash Provided by / (Used in) Operating Activities	3,559	(2,662)	(2,574)	1,576	(1,176)	(1,277)
Cash Flows From Investing Activities						
Capital Expenditures	—	—	(19,376)	(10)	—	(19,386)
Acquisition of Airplane	—	—	(9,591)	—	—	(9,591)
Other Assets	(2,899)	(589)	(701)	—	1,176	(3,013)
Due from Related Parties	(29,646)	3,300	31,275	(1,566)		3,363
Proceeds from Sale of Equipment	8	—	—	—	—	8

Net Cash Provided by / (Used in) Investing Activities	(32,537)	2,711	1,607	(1,576)	1,176	(28,619)
Cash Flows From Financing Activities						
Equity Contributions	151,507	—	—	—		151,507
	—	—	—	—	—	
Principal Payments of Long-Term Debt	(16)	—	—	—	—	(16)
Net Cash Provided by Financing Activities	151,491	—	—	—		151,491
Increase/(Decrease) in Cash and Cash Equivalents	122,513	49	(967)	—	—	121,595
Cash, Beginning of Period	39,590	(49)	(273)	—	—	39,268
Cash, End of Period	$ 162,103	$ —	$ (1,240)	$ —	$ —	$ 160,863
Supplemental Cash Flow Disclosure:						
Interest Paid, Net of Amounts Capitalized	$ 13	$ —	$ 440	$ —	$ —	$ 453

VALVINO LAMORE, LLC AND SUBSIDIARIES

PRO FORMA UNAUDITED GUARANTOR CONSOLIDATING STATEMENT OF CASH FLOW INFORMATION

Year Ended December 31, 2001

(In thousands)

(Unaudited)

	Valvino Lamore, LLC	Wynn Las Vegas, LLC	All Other Guarantors	All Other Non-Guarantors	Eliminating Entries	Total
Cash Flows From Operating Activities						
Net Loss Accumulated During the Development Stage	$ (10,369)	$ (878)	$ (5,807)	$ (113)	$ —	$ (17,167)
Adjustments to Reconcile Net Loss Accumulated During the Development Stage to Net Cash Provided by / (Used in) Operating Activities:						
Depreciation and Amortization	6,780	—	121		—	6,901
Loss on Sale of Fixed Assets	394	—	—	—	—	394
Incidental Operations	3,611	—	—	—	—	3,611
Increase (Decrease) in Cash from Changes in:						
Restricted Cash	(24)	(500)	—	—	—	(524)
Receivables, Net	705	—	(23)	(7)	—	675
Inventories		—	(61)	—	—	(61)
Prepaid Expenses and Other	585	—	(741)	—	—	(156)
Accounts Payable and Accrued Expenses	(1,554)	85	2,020	5	—	556
Net Cash Provided by / (Used in) Operating Activities	128	(1,293)	(4,491)	(115)	—	(5,771)
Cash Flows From Investing Activities						
Capital Expenditures	(9,667)	(2)	(19,390)	(6,400)	—	(35,459)
	—	—	—		—	
Other Assets	1,164	(1,252)	(1,655)		18	(1,725)
Due from Related Parties	(37,252)	2,498	25,293	6,497	—	(2,964)
Proceeds from Sale of Equipment	775	—	—	—	—	775
Net Cash Provided by / (Used in) Investing Activities	(44,980)	1,244	4,248	97	18	(39,373)
Cash Flows From Financing Activities						
Equity Contributions	20,800	—	—	18	(18)	20,800
Third Party Fee	(800)	—	—	—	—	(800)
Principal Payments of Long-Term	(32)	—	—	—	—	(32)

Debt						
Net Cash Provided by Financing Activities	19,968	—	—	18	(18)	19,968
Decrease in Cash and Cash Equivalents	(24,884)	(49)	(243)		—	(25,176)
Cash, Beginning of Period	64,474	—	(30)		—	64,444
Cash, End of Period	$ 39,590	$ (49)	$ (273)	$ —	$ —	$ 39,268
Supplemental Cash Flow Disclosure:						
	$ 28	$ —	$ —	$ —	$ —	$ 28

Note to Pro Forma Unaudited Guarantor Financial Information

The pro forma consolidating information differs from that presented in Note 11 to Valvino Lamore, LLC's financial statements for the following items:

- the elimination of ownership interest in subsidiaries that will be transferred to Wynn Resorts, Limited from other assets on Valvino Lamore, LLC's balance sheet along with related intercompany balances.
- the elimination of certain inventory currently held by Valvino Lamore, LLC's which will be transferred to Wynn Resorts, Limited.
- the elimination from the All Other non-guarantors columns for those subsidiaries transferred to Wynn Resorts since such subsidiaries will no longer be part of the Valvino Lamore, LLC consolidated group.
- the adjustment to Valvino Lamore, LLC's contributed capital to reflect the transfers as a distribution of equity to Wynn Resorts, Limited.
- the elimination of the minority interest amounts that relate to a partially owned subsidiary that will be transferred to Wynn Resorts, Limited and will no longer be part of the Valvino Lamore, LLC consolidated group.

You should rely only on the information contained in this prospectus. We have not authorized anyone to provide information different from that contained in this prospectus. We are offering to sell, and seeking offers to buy, the second mortgage notes only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of our notes.

TABLE OF CONTENTS

Until , 2002 (25 days after the date of this prospectus), all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as an underwriter and with respect to unsold allotments or subscriptions.

Wynn Las Vegas, LLC
Wynn Las Vegas Capital Corp.

$340,000,000
% Second Mortgage
Notes due 2010

Joint Book-Running Managers

Deutsche Bank Securities
Banc of America Securities LLC
Bear, Stearns & Co. Inc.
Dresdner Kleinwort Wasserstein

Co-Lead Managers

Fleet Securities, Inc.
Scotia Capital
SG Cowen

Jefferies & Company, Inc.

Prospectus

, 2002

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution

The following table sets forth the costs and expenses, other than underwriting discounts and commissions, payable by the Registrant in connection with the sale and distribution of the common stock being registered. All amounts shown are estimates except for the Securities and Exchange Commission registration fee and the National Securities Dealers, Inc. filing fee.

	Amount
Registration fee—Securities and Exchange Commission	$ 31,280
Filing fee—National Association of Securities Dealers, Inc.	30,500
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Blue sky fees and expenses	*
Transfer agent and registrar fees and expenses	*
Miscellaneous	*
Total	$ *

* To be filed by amendment.

Item 14. Indemnification of Directors and Officers

The Nevada Revised Statutes provide that a corporation may indemnify its officers and directors against expenses actually and reasonably incurred in the event an officer or director is made a party or threatened to be made a party to an action (other than an action brought by or on behalf of the corporation as discussed below) by reason of his or her official position with the corporation provided the director or officer (1) is not liable for the breach of any fiduciary duties as a director or officer involving intentional misconduct, fraud or a knowing violation of the law or (2) acted in good faith and in a manner he or she reasonably believed to be in the best interests of the corporation and, with respect to any criminal actions, had no reasonable cause to believe his or her conduct was unlawful. A corporation may indemnify its officers and directors against expenses, including amounts paid in settlement, actually and reasonably incurred in the event an officer or director is made a party or threatened to be made a party to an action by or on behalf of the corporation by reason of his or her official position with the corporation provided the director or officer (1) is not liable for the breach of any fiduciary duties as a director or officer involving intentional misconduct, fraud or a knowing violation of the laws or (2) acted in good faith and in a manner he or she reasonably believed to be in the best interests of the corporation. The Nevada Revised Statutes further provides that a corporation generally may not indemnify an officer or director if it is determined by a court that such officer or director is liable to the corporation or responsible for any amounts paid to the corporation as a settlement, unless a court also determines that the

officer or director is entitled to indemnification in light of all of the relevant facts and circumstances. The Nevada Revised Statutes require a corporation to indemnify an officer or director to the extent he or she is successful on the merits or otherwise successfully defends the action.

The Nevada Revised Statutes also provide that a limited liability company may indemnify its managers, members, employees and agents against expenses actually and reasonably incurred in the event a manager, member, employee or agent is made a party or threatened to

be made a party to an action (other than an action brought by or on behalf of the company as discussed below) by reason of his or her position with the company provided he or she acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the company and, with respect to any criminal actions, had no reasonable cause to believe his or her conduct was unlawful. A limited liability company may indemnify its managers, members, employees and agent against expenses actually and reasonably incurred in the event a manager, member, employee or agent is made a party or threatened to be made a party to an action by or on behalf of the company by reason of his or her position with the company provided he or she acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the company. The Nevada Revised Statues further provide that a limited liability company generally may not indemnify any manager, member, employee or agent if it is determined by a court that he or she is liable to the company or responsible for any amounts paid to the company as a settlement, unless a court also determines that he or she is entitled to indemnification in light of all of the relevant facts and circumstances. The Nevada Revised Statutes require a limited liability company to indemnify a manager, member, employee or agent to the extent he or she is successful on the merits or otherwise successfully defends the action.

Wynn Capital's bylaws provide that it will indemnify its directors and officers to the maximum extent permitted by Nevada law, including in circumstances in which indemnification is otherwise discretionary under Nevada law. These indemnification provisions and the indemnification agreements may be sufficiently broad to permit indemnification of Wynn Capital's officers and directors for liabilities, including reimbursement of expenses incurred, arising under the Securities Act of 1933, as amended, which we refer to as the Securities Act. We have been advised that, in the opinion of the Securities and Exchange Commission, indemnification of directors or officers for liabilities arising under the Securities Act of 1933, as amended, is against public policy and, therefore, such indemnification provisions may be unenforceable.

Wynn Las Vegas' and operating agreement, attached as Exhibit 3.2 hereto, provide that it shall indemnify its members to the maximum extent permitted by Nevada law.

The Underwriting Agreement, attached as Exhibit 1.1 hereto, provides for indemnification by the Underwriters of Wynn Resorts and its officers and directors for certain liabilities, including matters arising under the Securities Act.

Item 15. Recent Sales of Unregistered Securities

The following is a summary of the transactions by the Registrants during the past three years involving sales of the Registrants' securities that were not registered under the Securities Act:

(a) In April 2000, Stephen A. Wynn formed Valvino Lamore, LLC, known as Valvino, as its single member. Between April and September 2000, Mr. Wynn made equity contributions in an aggregate amount of $220.7 million. Until immediately prior to the consummation of this offering, our assets and operations were held and conducted by Valvino and its subsidiaries.

(b) In October 2000, Aruze USA, Inc., a Nevada corporation, contributed $260 million in cash to Valvino in exchange for 100,000 common shares, which represented a 50% interest in the profits and losses of Valvino, and was admitted as a member of Valvino. In connection with such contribution by Aruze USA, Valvino also issued 100,000 common shares, representing a 50% interest in Valvino's profits and losses, to Mr. Wynn to evidence his ownership interest in the limited liability company.

(c) In April 2001, Baron Asset Fund, a Massachusetts business trust, contributed $20.8 million in cash to Valvino in exchange for 7,692.31 common shares, which represented approximately a 3.70% interest in the profits and losses of Valvino, and was admitted as a member of Valvino.

(d) In April 2002, (1) Baron Asset Fund contributed an additional approximately $20.3 million in cash to Valvino, (2) Aruze USA contributed an additional $120 million in cash to Valvino, (3) Mr. Wynn contributed an additional approximately $32 million in cash to Valvino and (4) Mr. Wynn contributed his interest in Wynn Resorts (Macau) S.A., which was valued at approximately $56 million by the parties in the negotiation of Mr. Wynn's contribution of his interest, to Valvino. As a result of these capital contributions, Baron Asset Fund was issued an additional 2,834.01 common shares and its interest in Valvino's profits and losses increased to 5%. Aruze USA and Mr. Wynn received no additional shares as a result of the April 2002 capital contributions. Immediately following these capital contributions, each of Mr. Wynn and Aruze USA held a 47.5% interest in Valvino's profits and losses.

(e) In June 2002, the Kenneth R. Wynn Family Trust contributed $1.2 million in cash to Valvino in exchange for 307.38 common shares, which represented approximately a 0.146% interest in the profits and losses of Valvino, and was admitted as a member of Valvino.

(f) In May 2002, Wynn Las Vegas Capital Corp., referred to as Wynn Capital, issued one share to Wynn Las Vegas, LLC in connection with the formation of Wynn Capital.

(g) Each of the other guarantor Registrants has engaged in various formation issuances of limited liability company membership interests.

None of the foregoing transactions involved any underwriters, underwriting discounts or commissions, or any public offering, and the Registrant believes that each transaction was exempt from the registration requirements of the Securities Act by virtue of Section 4(2) thereof and, or Regulation D promulgated thereunder or Rule 701 pursuant to compensatory benefit plans and contracts relating to compensation as provided under Rule 701.

Item 16. Exhibits and Financial Statement Schedules

(a) Exhibits

Exhibit No.	Description	Footnote No.
*1.1	Form of Underwriting Agreement.	
*3.1	Articles of Organization of Wynn Las Vegas, LLC.	
*3.2	Operating Agreement of Wynn Las Vegas, LLC.	
*3.3	Articles of Incorporation of the Wynn Las Vegas Capital Corp.	
*3.4	Bylaws of the Wynn Las Vegas Capital Corp.	
*3.5	Articles of Organization of Desert Inn Water Company, LLC.	
*3.6	Operating Agreement Desert Inn Water Company, LLC.	
*3.7	Articles of Organization of Valvino Lamore, LLC, as amended.	
*3.8	Operating Agreement of Valvino Lamore, LLC, as amended.	
*3.9	Articles of Organization of Wynn Design & Development, LLC.	
*3.10	Operating Agreement of Wynn Design & Development, LLC.	
*3.11	Articles of Organization of Wynn Resorts Holdings, LLC.	
*3.12	Amended and Restated Operating Agreement of Wynn Resorts Holdings, LLC.	

*3.13	Articles of Organization of World Travel, LLC.	
*3.14	Operating Agreement of World Travel, LLC.	
*3.15	Articles of Organization of Las Vegas Jet, LLC.	
*3.16	Operating Agreement of Las Vegas Jet, LLC.	
*3.17	Operating Agreement of Palo, LLC.	
*3.18	Articles of Organization of Palo, LLC.	
4.1	Form of Indenture, dated , 2002, governing the % Second Mortgage Notes due 2010 by and among Wynn Las Vegas, LLC, Wynn Las Vegas Capital Corp., Desert Inn Water Company, LLC, Wynn Design & Development, LLC, Wynn Resorts Holdings, LLC, Las Vegas Jet, LLC, World Travel, LLC, Palo, LLC, Valvino Lamore, LLC and Wells Fargo Bank, National Association, as trustee.	(9)
4.2	Form of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing in favor of Wells Fargo Bank, National Association, as trustee under the Indenture.	(9)
*5.1	Opinion of Irell & Manella LLP.	
10.1	Asset and Land Purchase Agreement, dated as of April 28, 2000, by and among Starwood Hotels & Resorts Worldwide, Inc., Sheraton Gaming Corporation, Sheraton Desert Inn Corporation, Valvino Lamore, LLC and Stephen A. Wynn.	(1)
10.2	First Amendment to Asset and Land Purchase Agreement, dated as of May 26, 2000, by and among Starwood Hotels & Resorts Worldwide, Inc., Sheraton Gaming Corporation, Sheraton Desert Inn Corporation, Valvino Lamore, LLC and Stephen A. Wynn.	(1)
10.3	Second Amendment to Asset and Land Purchase Agreement, dated as of June 16, 2000, by and among Starwood Hotels & Resorts Worldwide, Inc., Sheraton Gaming Corporation, Sheraton Desert Inn Corporation, Valvino Lamore, LLC, Stephen A. Wynn, Rambas Marketing Co., LLC, and Desert Inn Water Company, LLC.	(1)
10.4	Third Amendment to Asset and Land Purchase Agreement, dated as of June 22, 2000, by and among Starwood Hotels & Resorts Worldwide, Inc., Sheraton Gaming Corporation, Sheraton Desert Inn Corporation, Valvino Lamore, LLC, Stephen A. Wynn, Rambas Marketing Co., LLC, and Desert Inn Water Company, LLC.	(1)
10.5	Fourth Amendment to Asset and Land Purchase Agreement, dated as of October 27, 2000, by and among Starwood Hotels & Resorts Worldwide, Inc., Sheraton Gaming Corporation, Sheraton SGC Sub Corporation, Valvino Lamore, LLC, Stephen A. Wynn, Rambas Marketing Co., LLC, and Desert Inn Water Company, LLC.	(1)
10.6	Fifth Amendment to Asset and Land Purchase Agreement, dated as of November 3, 2000, by and among Starwood Hotels & Resorts Worldwide, Inc., Sheraton Gaming Corporation, Sheraton SGC Sub Corporation, Valvino Lamore, LLC, Stephen A. Wynn, Rambas Marketing Co., LLC, and Desert Inn Water Company, LLC.	(1)
10.7	Agreement, dated January 25, 2001, by and between Wynn Resorts Holdings, LLC and Calitri Services and Licensing Limited Liability Company.	(4)
10.8	Lease Agreement, dated November 1, 2001, by and between Valvino Lamore, LLC and Wynn Resorts Holdings, LLC.	(1)
10.9	Art Rental and Licensing Agreement, dated November 1, 2001, by and between Stephen A. Wynn and Wynn Resorts Holdings, LLC.	(1)

10.10	Stockholders Agreement, dated as of April 11, 2002, by and among Stephen A. Wynn, Baron Asset Fund and Aruze USA, Inc.	(1)
10.11	Agreement for Guaranteed Maximum Price Construction Services between Wynn Las Vegas, LLC and Marnell Corrao Associates, Inc. for Le Rêve.	(1)
10.12	Continuing Guaranty, dated June 4, 2002, by Austi, Inc. in favor of Wynn Las Vegas, LLC.	(1)
10.13	Design/Build Agreement, dated June 6, 2002, by and between Wynn Las Vegas, LLC and Bomel	(1)

	Construction Company, Inc.	
10.14	2002 Stock Incentive Plan	(4)
10.15	Form of Indemnity Agreement	(8)
10.16	Employment Agreement, dated April 1, 2002, by and between Wynn Resorts Holdings, LLC and Ronald J. Kramer.	(2)
10.17	Contribution Agreement, dated as of June 11, 2002 by and among Stephen A. Wynn, Aruze USA, Inc., Baron Asset Fund, the Kenneth R. Wynn Family Trust dated February 1985 and Wynn Resorts, Limited.	(2)
10.18	Amended and Restated Business Loan Agreement, dated as of May 30, 2002, between Bank of America, N.A. and World Travel, LLC.	(8)
10.19	Continuing Guaranty, dated May 30, 2002, by Valvino Lamore, LLC in favor of Bank of America, N.A.	(2)
10.20	Agreement, dated as of June 13, 2002, by and between Stephen A. Wynn and Wynn Resorts, Limited.	(2)
10.21	Purchase Agreement, dated May 30, 2002, between Stephen A. Wynn and Valvino Lamore, LLC.	(2)
10.22	Agreement, dated as of , between Wynn Design and Development, LLC and Butler/Ashworth Architects, Inc.	(6)
10.23	Employment Agreement, dated as of May 31, 2002, by and between Valvino Lamore, LLC and Matt Maddox.	(2)
10.24	Concession Contract for the Operation of Games of Chance or Other Games in Casinos in the Macau Special Administrative Region, dated June 24, 2002, between the Macau Special Administrative Region and Wynn Resorts (Macau) S.A. (English translation of Portuguese version of Concession Agreement).	(2)
10.25	Amended and Restated Commitment Letter Agreement, dated June 14, 2002, among Deutsche Bank Trust Company Americas, Deutsche Bank Securities Inc., Bank of America, N.A., Banc of America Securities LLC, Bear Stearns Corporate Lending, Inc., Bear Stearns & Co. Inc., Wynn Resorts Holdings, LLC and Wynn Las Vegas, LLC.	(2)
10.26	Agreement for Guarantee Maximum Price Construction Services Change Order, dated as of August 12, 2002 between Marnell Corrao Associates, Inc. and Wynn Las Vegas, LLC.	(2)
10.27	Concession Contract for Operating Casino Gaming or Other Forms of Gaming in the Macao Special Administrative Region, dated June 24, 2002, between the Macau Special Administrative Region and Wynn Resorts (Macau) S.A. (English translation of Chinese version of Concession Agreement).	(4)
10.28	Amended and Restated Art Rental and Licensing Agreement, dated August 19, 2002, by and between Stephen A. Wynn and Wynn Resorts Holdings, LLC.	(6)
10.29	Professional Design Services Agreement, effective as of October 5, 2001, between Wynn Design Development, LLC and A.A. Marnell II, Chtd.	(4)
10.30	General Conditions to the Professional Design Services Agreement.	(4)

10.31	Trademark/Service Mark Purchase Agreement, dated June 7, 2001, between Wynn Resorts and The STAD Trust.	(4)
10.32	Purchase Agreement, dated as of April 1, 2001, between Stephen A. Wynn and Valvino Lamore, LLC.	(4)
10.33	Amended and Restated Operating Agreement of Valvino Lamore, LLC.	(4)
10.34	First Amendment to Amended and Restated Operating Agreement of Valvino Lamore, LLC.	(4)
10.35	Second Amendment to Amended and Restated Operating Agreement.	(4)
10.36	Third Amendment to Amended and Restated Operating Agreement of Valvino Lamore, LLC.	(4)
10.37	Fourth Amendment to Amended and Restated Operating Agreement of Valvino Lamore, LLC.	(4)
10.38	Employment Agreement, dated as of July 7, 2000, by and between Wynn Design & Development, LLC and William Todd Nisbet.	(4)
10.39	Employment Agreement, dated as of September 6, 2002, by and between Wynn Resorts, Limited and Marc H. Rubinstein.	(4)
10.40	Employment Agreement, dated as of September 9, 2002, by and between Wynn Resorts, Limited and John Strzemp.	(4)
10.41	Second Amended and Restated Art Rental and Licensing Agreement, dated September 18, 2002, by and between Stephen A. Wynn and Wynn Resorts Holdings, LLC.	(6)
10.42	Employment Agreement, dated as of September 18, 2002, by and between Wynn Design & Development, LLC and Kenneth R. Wynn.	(6)
10.43	Tax Indemnification Agreement, effective as of September 24, 2002, by and among Stephen A. Wynn, Aruze USA, Inc., Baron Asset Fund on behalf of the Baron Asset Fund Series, Baron Asset Fund on behalf of the Baron Growth Fund Series, Kenneth R. Wynn Family Trust dated February 20, 1985, Valvino Lamore, LLC and Wynn Resorts, Limited.	(6)
10.44	Employment Agreement, dated as of September 26, 2002, by and between Wynn Design & Development, LLC and DeRuyter O. Butler.	(6)
10.45	Employment Agreement, dated as of October 4th, 2002, by and between Wynn Resorts, Limited and Stephen A. Wynn.	(6)
10.46	Letter of Intent, dated May 24, 2002, by and between Valvino Lamore, LLC and Ferrari North America, Inc.	(8)
10.47	First Amendment to Letter of Intent, dated as of October 4, 2002, by and between Valvino Lamore, LLC and Ferrari North America, Inc.	(8)
10.48	Letter of Intent, dated May 24, 2002, by and between Valvino Lamore, LLC and Maserati North America, Inc.	(8)
10.49	First Amendment to Letter of Intent, dated as of October 4, 2002, by and between Valvino Lamore, LLC and Maserati North America, Inc.	(8)
10.50	Employment Agreement, dated as of October 4, 2002, by and between Wynn Resorts, Limited and	(8)

	Marc D. Schorr.	
10.51	Distribution Agreement and Assignment, effective as of October 17, 2002, by and between Wynn Resorts, Limited and Valvino Lamore, LLC.	(8)
10.52	Form of Master Disbursement Agreement by and among Wynn Las Vegas, LLC, Wynn Las Vegas Capital Corp., Wynn Design & Development, LLC, Deutsche Bank Trust Company Americas and Wells Fargo Bank, National Association.	(9)
10.53	Form of Lease Agreement by and between Valvino Lamore, LLC, a Nevada limited liability company, and Wynn Las Vegas, LLC, a Nevada limited liability company.	(8)

10.54	Form of Golf Course Lease by and between Wynn Resorts Holdings, LLC, a Nevada limited liability company, and Wynn Las Vegas, LLC, a Nevada limited liability company.	(8)
10.55	Form of Driving Range Lease by and between Valvino Lamore, LLC, a Nevada limited liability company, and Wynn Las Vegas, LLC, a Nevada limited liability company.	(8)
10.56	Form of Parking Facility Lease by and between Valvino Lamore, LLC, a Nevada limited liability company, and Wynn Las Vegas, LLC, a Nevada limited liability company.	(8)
10.57	Share Subscription and Shareholders' Agreement made and entered into as of October 15, 2002, by and among S.H.W. & Co. Limited, SKKG Limited, L'Arc de Triomphe Limited, Classic Wave Limited, Yany Kwan Yan Chi, Li Tai Foon, Kwan Yan Ming, Wong Chi Seng, Wynn Resorts International, Ltd., and Wynn Resorts (Macau) Holdings, Ltd.	(8)
10.58	Shareholders' Agreement made and entered into as of October 15, 2002, by and among Wong Chi Seng, Wynn Resorts International, Ltd., Wynn Resorts (Macau), Limited and Wynn Resorts (Macau), S.A.	(8)
10.59	Mortgage, Security Agreement and Assignment dated as of February 28, 2002 between World Travel, LLC and Bank of America, N.A.	(8)
12.1	Computation of Ratio of Earnings to Fixed Charges.	(7)
21.1	Subsidiaries of Wynn Las Vegas, LLC.	(7)
21.2	Subsidiaries of Wynn Las Vegas Capital Corp.	(7)
21.3	Subsidiaries of Desert Inn Water Company, LLC.	(7)
21.4	Subsidiaries of Palo, LLC.	(7)
21.5	Subsidiaries of Valvino Lamore, LLC.	(7)
21.6	Subsidiaries of Wynn Design & Development, LLC.	(7)
21.7	Subsidiaries of Wynn Resorts Holdings, LLC.	(7)
21.8	Subsidiaries of World Travel, LLC.	(7)
21.9	Subsidiaries of Las Vegas Jet, LLC.	(7)
*23.1	Consent of Irell & Manella LLP (included in Exhibit 5.1).	
23.2	Consent of Deloitte & Touche LLP.	(9)
23.3	Consents of Persons Named to Become Directors.	(9)
24.1	Powers of Attorney of officer and directors of Wynn Las Vegas Capital Corp.	(3)
24.2	Powers of Attorney of officers of Valvino Lamore, LLC re: of Desert Inn Water Company, LLC.	(3)
24.3	Powers of Attorney of officers of Valvino Lamore, LLC re: of Palo, LLC.	(3)
24.4	Powers of Attorney of officers of Valvino Lamore, LLC.	(3)
24.5	Powers of Attorney of officers of Valvino Lamore, LLC re: of Wynn Design & Development, LLC.	(3)
24.6	Powers of Attorney of officers of Valvino Lamore, LLC re: of Wynn Resorts Holdings, LLC.	(3)
24.7	Powers of Attorney of officers of Valvino Lamore, LLC re: of World Travel, LLC.	(3)
24.8	Powers of Attorney of officers of Valvino Lamore, LLC re: of Las Vegas Jet, LLC.	(3)
24.9	Powers of Attorney of officers of Valvino Lamore, LLC re: of Wynn Las Vegas, LLC.	(3)
25.1	Form of T-1 Statement of Eligibility and Qualification of Trustee.	(9)

* To be filed by amendment.

(1) Incorporated by reference to the Registration Statement on Form S-1 of Wynn Resorts, Limited filed June 17, 2002 (Registration No. 333-90600).

(2) Incorporated by reference to Amendment No. 1 to the Registration Statement on Form S-1 of Wynn Resorts, Limited filed August 20, 2002 (Registration No. 333-90600).

(3) Previously filed with the Form S-1 filed by the Registrants on August 20, 2002.

(4) Incorporated by reference to Amendment No. 3 to the Registration Statement on Form S-1 of Wynn Resorts, Limited filed September 18, 2002 (Registration No. 333-90600).

(5) Previously filed with Amendment No. 2 to the Form S-1 filed by the Registrants on September 18, 2002.

(6) Incorporated by reference to Amendment No. 4 to the Registration Statement on Form S-1 of Wynn Resorts, Limited filed October 7, 2002 (Registration No. 333-90600)

(7) Previously filed with Amendment No. 3 to the Form S-1 filed by the Registrants on October 7, 2002.

(8) Incorporated by reference to Amendment No. 5 to the Registration Statement on Form S-1 of Wynn Resorts, Limited filed October 21, 2002 (Registration No. 333-90600).

(9) Filed herewith.

(b) Financial Statement Schedules:

Schedules not listed above have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto.

Item 17. Undertakings

Insofar as indemnification by the Registrant for liabilities arising under the Securities Act, may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions referenced in Item 14 of this Registration Statement or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. If a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer, or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by a director, officer or controlling person in connection with the securities being registered hereunder, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act, and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of Prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of Prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of Prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Amendment No. 4 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Las Vegas, Nevada, on the 18th day of October, 2002.

VALVINO LAMORE, LLC

By: WYNN RESORTS, LIMITED, its member

By: /s/ STEPHEN A. WYNN

Name: Stephen A. Wynn
Title: Chairman of the Board & Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ STEPHEN A. WYNN Stephen A. Wynn	Chief Executive Officer of Wynn Resorts, Limited (Principal Executive Officer)	October 18, 2002
/s/ JOHN STRZEMP John Strzemp	Executive Vice President and Chief Financial Officer of Wynn Resorts, Limited (Principal Financial Officer and Principal Accounting Officer)	October 18, 2002

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Amendment No. 4 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Las Vegas, Nevada, on the 18th day of October, 2002.

WORLD TRAVEL, LLC

By: Wynn Las Vegas, LLC, its member

By: Wynn Resorts Holdings, LLC, its member

By: VALVINO LAMORE, LLC, its member

By: WYNN RESORTS, LIMITED, its member

By: /s/ STEPHEN A. WYNN

Name: Stephen A. Wynn
Title: Chairman of the Board & Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ STEPHEN A. WYNN Stephen A. Wynn	Chief Executive Officer of Wynn Resorts, Limited (Principal Executive Officer)	October 18, 2002
/s/ JOHN STRZEMP John Strzemp	Executive Vice President and Chief Financial Officer of Wynn Resorts, Limited (Principal Financial Officer and Principal Accounting Officer)	October 18, 2002

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Amendment No. 4 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Las Vegas, Nevada, on the 18th day of October, 2002.

LAS VEGAS JET, LLC

By: Wynn Las Vegas, LLC, its member

By: Wynn Resorts Holdings, LLC, its member

By: VALVINO LAMORE, LLC, its member

By: WYNN RESORTS, LIMITED, its member

By: /s/ STEPHEN A. WYNN

Name: Stephen A. Wynn
Title: Chairman of the Board & Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ STEPHEN A. WYNN Stephen A. Wynn	Chief Executive Officer of Wynn Resorts, Limited (Principal Executive Officer)	October 18, 2002
/s/ JOHN STRZEMP John Strzemp	Executive Vice President and Chief Financial Officer of Wynn Resorts, Limited (Principal Financial Officer and Principal Accounting Officer)	October 18, 2002

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Amendment No. 4 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Las Vegas, Nevada, on the 18th day of October, 2002.

WYNN DESIGN & DEVELOPMENT LLC

By: VALVINO LAMORE, LLC, its member

By: WYNN RESORTS, LIMITED, its member

By: /s/ STEPHEN A. WYNN

Name: Stephen A. Wynn
Title: Chairman of the Board & Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ STEPHEN A. WYNN Stephen A. Wynn	Chief Executive Officer of Wynn Resorts, Limited (Principal Executive Officer)	October 18, 2002
/s/ JOHN STRZEMP John Strzemp	Executive Vice President and Chief Financial Officer of Wynn Resorts, Limited (Principal Financial Officer and Principal Accounting Officer)	October 18, 2002

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Amendment No. 4 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Las Vegas, Nevada, on the 18th day of October, 2002.

DESERT INN WATER COMPANY, LLC

By: VALVINO LAMORE, LLC, its member

By: WYNN RESORTS, LIMITED, its member

By: /s/ STEPHEN A. WYNN

Name: Stephen A. Wynn
Title: Chairman of the Board & Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ STEPHEN A. WYNN Stephen A. Wynn	Chief Executive Officer of Wynn Resorts, Limited (Principal Executive Officer)	October 18, 2002
/s/ JOHN STRZEMP John Strzemp	Executive Vice President and Chief Financial Officer of Wynn Resorts, Limited (Principal Financial Officer and Principal Accounting Officer)	October 18, 2002

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Amendment No. 4 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Las Vegas, Nevada, on the 18th day of October, 2002.

WYNN RESORTS HOLDINGS, LLC

By: VALVINO LAMORE, LLC, its member

By: WYNN RESORTS, LIMITED, its member

By: /s/ STEPHEN A. WYNN

Name: Stephen A. Wynn
Title: Chairman of the Board & Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ STEPHEN A. WYNN Stephen A. Wynn	Chief Executive Officer of Wynn Resorts, Limited (Principal Executive Officer)	October 18, 2002
/s/ JOHN STRZEMP John Strzemp	Executive Vice President and Chief Financial Officer of Wynn Resorts, Limited (Principal Financial Officer and Principal Accounting Officer)	October 18, 2002

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Amendment No. 4 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Las Vegas, Nevada, on the 18th day of October, 2002.

PALO, LLC

By: WYNN RESORTS HOLDINGS, LLC, its member

By: VALVINO LAMORE, LLC, its member

By: WYNN RESORTS, LIMITED, its member

By: /s/ STEPHEN A. WYNN

Name: Stephen A. Wynn
Title: Chairman of the Board & Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ STEPHEN A. WYNN Stephen A. Wynn	Chief Executive Officer of Wynn Resorts, Limited (Principal Executive Officer)	October 18, 2002
/s/ JOHN STRZEMP John Strzemp	Executive Vice President and Chief Financial Officer of Wynn Resorts, Limited (Principal Financial Officer and Principal Accounting Officer)	October 18, 2002

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Amendment No. 4 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Las Vegas, Nevada, on the 18th day of October, 2002.

WYNN LAS VEGAS, LLC

By: WYNN RESORTS HOLDINGS, LLC, its member

By: VALVINO LAMORE, LLC, its member

By: WYNN RESORTS, LIMITED, its member

By: /s/ STEPHEN A. WYNN

Name: Stephen A. Wynn
Title: Chairman of the Board & Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ STEPHEN A. WYNN Stephen A. Wynn	Chief Executive Officer of Wynn Resorts, Limited (Principal Executive Officer)	October 18, 2002
/s/ JOHN STRZEMP John Strzemp	Executive Vice President and Chief Financial Officer of Wynn Resorts, Limited (Principal Financial Officer and Principal Accounting Officer)	October 18, 2002

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Amendment No. 4 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Las Vegas, Nevada, on the 18th day of October, 2002.

WYNN LAS VEGAS CAPITAL CORP.

By: /s/ STEPHEN A. WYNN

Name: Stephen A. Wynn
Title: President (Principal Executive Officer)

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
/s/ STEPHEN A. WYNN Stephen A. Wynn	Director and President	October 18, 2002
/s/ JOHN STRZEMP John Strzemp	Treasurer (Principal Financial Officer and Principal Accounting Officer)	October 18, 2002

INDEPENDENT AUDITORS' REPORT

To the Members of Valvino Lamore, LLC and Subsidiaries:

We have audited the consolidated financial statements of Valvino Lamore and subsidiaries (a development stage company) (the "Company") as of December 31, 2001 and 2000, and the related consolidated statements of operations, members' equity, and cash flows for the year ended December 31, 2001 and for the period from inception (April 21, 2000) to December 31, 2000, and have issued our report thereon dated June 6, 2002 (October 2, 2002 as to the effects of the restatement at Note 12); such consolidated financial statements and report are included in the Registration Statement of Wynn Las Vegas, LLC and Wynn Capital Corp. on Form S-1. Our audits also included the financial statement schedule of the Company, listed in Item 16(b). This financial statement schedule is

the responsibility of the Company's management. Our responsibility is to express an opinion based on our audits. In our opinion, such financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

DELOITTE & TOUCHE LLP

Las Vegas, Nevada
June 6, 2002

Valvino Lamore, LLC and Subsidiaries
(A Development Stage Company)

Schedule II

Valuation and Qualifying Accounts

(In Thousands)

Description	Balance at Beginning of Period	Balance at End of Period
Allowance for Doubtful Accounts Receivable		
Year ended December 31, 2001	$ 1,295	$ 627
Period ended December 31, 2000	$ 0	$ 1,295

EXHIBIT INDEX

Exhibit No.	Description	Footnote No.
*1.1	Form of Underwriting Agreement.	
*3.1	Articles of Organization of Wynn Las Vegas, LLC.	
*3.2	Operating Agreement of Wynn Las Vegas, LLC.	
*3.3	Articles of Incorporation of the Wynn Las Vegas Capital Corp.	
*3.4	Bylaws of the Wynn Las Vegas Capital Corp.	
*3.5	Articles of Organization of Desert Inn Water Company, LLC.	
*3.6	Operating Agreement Desert Inn Water Company, LLC.	
*3.7	Articles of Organization of Valvino Lamore, LLC, as amended.	
*3.8	Operating Agreement of Valvino Lamore, LLC, as amended.	
*3.9	Articles of Organization of Wynn Design & Development, LLC.	
*3.10	Operating Agreement of Wynn Design & Development, LLC.	
*3.11	Articles of Organization of Wynn Resorts Holdings, LLC.	
*3.12	Amended and Restated Operating Agreement of Wynn Resorts Holdings, LLC.	
*3.13	Articles of Organization of World Travel, LLC.	
*3.14	Operating Agreement of World Travel, LLC.	
*3.15	Articles of Organization of Las Vegas Jet, LLC.	
*3.16	Operating Agreement of Las Vegas Jet, LLC.	
*3.17	Operating Agreement of Palo, LLC.	
*3.18	Articles of Organization of Palo, LLC.	
4.1	Form of Indenture, dated , 2002, governing the % Second Mortgage Notes due 2010 by and among Wynn Las Vegas, LLC, Wynn Las Vegas Capital Corp., Desert Inn Water Company, LLC, Wynn Design & Development, LLC, Wynn Resorts Holdings, LLC, Las Vegas Jet, LLC, World Travel, LLC, Palo, LLC, Valvino Lamore, LLC and Wells Fargo Bank, National Association, as trustee.	(9)
4.2	Form of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing in favor of Wells Fargo Bank, National Association, as trustee under the Indenture.	(9)
*5.1	Opinion of Irell & Manella LLP.	
10.1	Asset and Land Purchase Agreement, dated as of April 28, 2000, by and among Starwood Hotels & Resorts Worldwide, Inc., Sheraton Gaming Corporation, Sheraton Desert Inn Corporation, Valvino Lamore, LLC and Stephen A. Wynn.	(1)
10.2	First Amendment to Asset and Land Purchase Agreement, dated as of May 26, 2000, by and among Starwood Hotels & Resorts Worldwide, Inc., Sheraton Gaming Corporation, Sheraton Desert Inn Corporation, Valvino Lamore, LLC and Stephen A. Wynn.	(1)
10.3	Second Amendment to Asset and Land Purchase Agreement, dated as of June 16, 2000, by and among Starwood Hotels & Resorts Worldwide, Inc., Sheraton Gaming Corporation, Sheraton Desert Inn Corporation, Valvino Lamore, LLC, Stephen A. Wynn, Rambas Marketing Co., LLC, and Desert Inn Water Company, LLC.	(1)
10.4	Third Amendment to Asset and Land Purchase Agreement, dated as of June 22, 2000, by and among	(1)

	Starwood Hotels & Resorts Worldwide, Inc., Sheraton Gaming Corporation, Sheraton Desert Inn Corporation, Valvino Lamore, LLC, Stephen A. Wynn, Rambas Marketing Co., LLC, and Desert Inn Water Company, LLC.	
10.5	Fourth Amendment to Asset and Land Purchase Agreement, dated as of October 27, 2000, by and among Starwood Hotels & Resorts Worldwide, Inc., Sheraton Gaming Corporation, Sheraton SGC Sub Corporation, Valvino Lamore, LLC, Stephen A. Wynn, Rambas Marketing Co., LLC, and Desert Inn Water Company, LLC.	(1)
10.6	Fifth Amendment to Asset and Land Purchase Agreement, dated as of November 3, 2000, by and among Starwood Hotels & Resorts Worldwide, Inc., Sheraton Gaming Corporation, Sheraton SGC Sub Corporation, Valvino Lamore, LLC, Stephen A. Wynn, Rambas Marketing Co., LLC, and Desert Inn Water Company, LLC.	(1)
10.7	Agreement, dated January 25, 2001, by and between Wynn Resorts Holdings, LLC and Calitri Services and Licensing Limited Liability Company.	(4)
10.8	Lease Agreement, dated November 1, 2001, by and between Valvino Lamore, LLC and Wynn Resorts Holdings, LLC.	(1)
10.9	Art Rental and Licensing Agreement, dated November 1, 2001, by and between Stephen A. Wynn and Wynn Resorts Holdings, LLC.	(1)
10.10	Stockholders Agreement, dated as of April 11, 2002, by and among Stephen A. Wynn, Baron Asset Fund and Aruze USA, Inc.	(1)
10.11	Agreement for Guaranteed Maximum Price Construction Services between Wynn Las Vegas, LLC and Marnell Corrao Associates, Inc. for Le Rêve.	(1)
10.12	Continuing Guaranty, dated June 4, 2002, by Austi, Inc. in favor of Wynn Las Vegas, LLC.	(1)
10.13	Design/Build Agreement, dated June 6, 2002, by and between Wynn Las Vegas, LLC and Bomel Construction Company, Inc.	(1)
10.14	2002 Stock Incentive Plan	(4)
10.15	Form of Indemnity Agreement	(8)
10.16	Employment Agreement, dated April 1, 2002, by and between Wynn Resorts Holdings, LLC and Ronald J. Kramer.	(2)
10.17	Contribution Agreement, dated as of June 11, 2002 by and among Stephen A. Wynn, Aruze USA, Inc., Baron Asset Fund, the Kenneth R. Wynn Family Trust dated February 1985 and Wynn Resorts, Limited.	(2)
10.18	Amended and Restated Business Loan Agreement, dated as of May 30, 2002, between Bank of America, N.A. and World Travel, LLC.	(8)
10.19	Continuing Guaranty, dated May 30, 2002, by Valvino Lamore, LLC in favor of Bank of America, N.A.	(2)
10.20	Agreement, dated as of June 13, 2002, by and between Stephen A. Wynn and Wynn Resorts, Limited.	(2)
10.21	Purchase Agreement, dated May 30, 2002, between Stephen A. Wynn and Valvino Lamore, LLC.	(2)
10.22	Agreement, dated as of , between Wynn Design and Development, LLC and Butler/Ashworth Architects, Inc.	(6)
10.23	Employment Agreement, dated as of May 31, 2002, by and between Valvino Lamore, LLC and Matt Maddox.	(2)
10.24	Concession Contract for the Operation of Games of Chance or Other Games in Casinos in the Macau Special Administrative Region, dated June 24, 2002, between the Macau Special Administrative Region and Wynn Resorts (Macau) S.A. (English translation of Portuguese version of Concession Agreement).	(2)
10.25	Amended and Restated Commitment Letter Agreement, dated June 14, 2002, among Deutsche Bank Trust Company Americas, Deutsche Bank Securities Inc., Bank of America, N.A., Banc of America Securities LLC, Bear Stearns Corporate Lending, Inc., Bear Stearns & Co. Inc., Wynn Resorts Holdings, LLC and Wynn Las Vegas, LLC.	(2)
10.26	Agreement for Guarantee Maximum Price Construction Services Change Order, dated as of August 12, 2002 between Marnell Corrao Associates, Inc. and Wynn Las Vegas, LLC.	(2)
10.27	Concession Contract for Operating Casino Gaming or Other Forms of Gaming in the Macao Special Administrative Region, dated June 24, 2002, between the Macau Special Administrative Region and Wynn Resorts (Macau) S.A. (English translation of Chinese version of Concession Agreement).	(4)
10.28	Amended and Restated Art Rental and Licensing Agreement, dated August 19, 2002, by and between Stephen A. Wynn and Wynn Resorts Holdings, LLC.	(6)
10.29	Professional Design Services Agreement, effective as of October 5, 2001, between Wynn Design Development, LLC and A.A. Marnell II, Chtd.	(4)
10.30	General Conditions to the Professional Design Services Agreement.	(4)
10.31	Trademark/Service Mark Purchase Agreement, dated June 7, 2001, between Wynn Resorts and The STAD Trust.	(4)
10.32	Purchase Agreement, dated as of April 1, 2001, between Stephen A. Wynn and Valvino Lamore, LLC.	(4)
10.33	Amended and Restated Operating Agreement of Valvino Lamore, LLC.	(4)
10.34	First Amendment to Amended and Restated Operating Agreement of Valvino Lamore, LLC.	(4)
10.35	Second Amendment to Amended and Restated Operating Agreement.	(4)
10.36	Third Amendment to Amended and Restated Operating Agreement of Valvino Lamore, LLC.	(4)
10.37	Fourth Amendment to Amended and Restated Operating Agreement of Valvino Lamore, LLC.	(4)
10.38	Employment Agreement, dated as of July 7, 2000, by and between Wynn Design & Development, LLC and William Todd Nisbet.	(4)
10.39	Employment Agreement, dated as of September 6, 2002, by and between Wynn Resorts, Limited and Marc H. Rubinstein.	(4)
10.40	Employment Agreement, dated as of September 9, 2002, by and between Wynn Resorts, Limited and	(4)

	John Strzemp.	
10.41	Second Amended and Restated Art Rental and Licensing Agreement, dated September 18, 2002, by and between Stephen A. Wynn and Wynn Resorts Holdings, LLC.	(6)
10.42	Employment Agreement, dated as of September 18, 2002, by and between Wynn Design & Development, LLC and Kenneth R. Wynn.	(6)
10.43	Tax Indemnification Agreement, effective as of September 24, 2002, by and among Stephen A. Wynn, Aruze USA, Inc., Baron Asset Fund on behalf of the Baron Asset Fund Series, Baron Asset Fund on behalf of the Baron Growth Fund Series, Kenneth R. Wynn Family Trust dated February 20, 1985, Valvino Lamore, LLC and Wynn Resorts, Limited.	(6)
10.44	Employment Agreement, dated as of September 26, 2002, by and between Wynn Design & Development, LLC and DeRuyter O. Butler.	(6)
10.45	Employment Agreement, dated as of October 4th, 2002, by and between Wynn Resorts, Limited and Stephen A. Wynn.	(6)
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10.55	Form of Driving Range Lease by and between Valvino Lamore, LLC, a Nevada limited liability company, and Wynn Las Vegas, LLC, a Nevada limited liability company.	(8)
10.56	Form of Parking Facility Lease by and between Valvino Lamore, LLC, a Nevada limited liability company, and Wynn Las Vegas, LLC, a Nevada limited liability company.	(8)
10.57	Share Subscription and Shareholders' Agreement made and entered into as of October 15, 2002, by and among S.H.W. & Co. Limited, SKKG Limited, L'Arc de Triomphe Limited, Classic Wave Limited, Yany Kwan Yan Chi, Li Tai Foon, Kwan Yan Ming, Wong Chi Seng, Wynn Resorts International, Ltd., and Wynn Resorts (Macau) Holdings, Ltd.	(8)
10.58	Shareholders' Agreement made and entered into as of October 15, 2002, by and among Wong Chi Seng, Wynn Resorts International, Ltd., Wynn Resorts (Macau), Limited and Wynn Resorts (Macau), S.A.	(8)
10.59	Mortgage, Security Agreement and Assignment dated as of February 28, 2002 between World Travel, LLC and Bank of America, N.A.	(8)
12.1	Computation of Ratio of Earnings to Fixed Charges.	(7)
21.1	Subsidiaries of Wynn Las Vegas, LLC.	(7)
21.2	Subsidiaries of Wynn Las Vegas Capital Corp.	(7)
21.3	Subsidiaries of Desert Inn Water Company, LLC.	(7)
21.4	Subsidiaries of Palo, LLC.	(7)
21.5	Subsidiaries of Valvino Lamore, LLC.	(7)
21.6	Subsidiaries of Wynn Design & Development, LLC.	(7)
21.7	Subsidiaries of Wynn Resorts Holdings, LLC.	(7)
21.8	Subsidiaries of World Travel, LLC.	(7)
21.9	Subsidiaries of Las Vegas Jet, LLC.	(7)
*23.1	Consent of Irell & Manella LLP (included in Exhibit 5.1).	
23.2	Consent of Deloitte & Touche LLP.	(9)
23.3	Consents of Persons Named to Become Directors.	(9)
24.1	Powers of Attorney of officer and directors of Wynn Las Vegas Capital Corp.	(3)
24.2	Powers of Attorney of officers of Valvino Lamore, LLC re: of Desert Inn Water Company, LLC.	(3)
24.3	Powers of Attorney of officers of Valvino Lamore, LLC re: of Palo, LLC.	(3)
24.4	Powers of Attorney of officers of Valvino Lamore, LLC.	(3)
24.5	Powers of Attorney of officers of Valvino Lamore, LLC re: of Wynn Design & Development, LLC.	(3)
24.6	Powers of Attorney of officers of Valvino Lamore, LLC re: of Wynn Resorts Holdings, LLC.	(3)
24.7	Powers of Attorney of officers of Valvino Lamore, LLC re: of World Travel, LLC.	(3)
24.8	Powers of Attorney of officers of Valvino Lamore, LLC re: of Las Vegas Jet, LLC.	(3)
24.9	Powers of Attorney of officers of Valvino Lamore, LLC re: of Wynn Las Vegas, LLC.	(3)
25.1	Form of T-1 Statement of Eligibility and Qualification of Trustee.	(9)

* To be filed by amendment.

(1) Incorporated by reference to the Registration Statement on Form S-1 of Wynn Resorts, Limited filed June 17, 2002 (Registration No. 333-90600).

(2) Incorporated by reference to Amendment No. 1 to the Registration Statement on Form S-1 of Wynn Resorts, Limited filed August 20, 2002 (Registration No. 333-90600).

(3) Previously filed with the Form S-1 filed by the Registrants on August 20, 2002.

(4) Incorporated by reference to Amendment No. 3 to the Registration Statement on Form S-1 of Wynn Resorts, Limited filed September 18, 2002 (Registration No. 333-90600).

(5) Previously filed with Amendment No. 2 to the Form S-1 filed by the Registrants on September 18, 2002.

(6) Incorporated by reference to Amendment No. 4 to the Registration Statement on Form S-1 of Wynn Resorts, Limited filed October 7, 2002 (Registration No. 333-90600)

(7) Previously filed with Amendment No. 3 to the Form S-1 filed by the Registrants on October 7, 2002.

(8) Incorporated by reference to Amendment No. 5 to the Registration Statement on Form S-1 of Wynn Resorts, Limited filed October 21, 2002 (Registration No. 333-90600).

(9) Filed herewith.

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 4.1

WYNN LAS VEGAS, LLC
and
WYNN LAS VEGAS CAPITAL CORP.,
as joint and several obligors

AND

DESERT INN WATER COMPANY, LLC
WYNN DESIGN & DEVELOPMENT, LLC
WYNN RESORTS HOLDINGS, LLC
LAS VEGAS JET, LLC
WORLD TRAVEL, LLC
PALO, LLC
and VALVINO LAMORE, LLC,
as guarantors

% SECOND MORTGAGE NOTES DUE 2010

FORM OF
INDENTURE

Dated as of , 2002

WELLS FARGO BANK, NATIONAL ASSOCIATION

Trustee

CROSS-REFERENCE TABLE*

Trust Indenture Act Section	Indenture Section
310(a)(1)	7.10
(a)(2)	7.10
(a)(3)	N.A.
(a)(4)	N.A.
(a)(5)	7.10
(b)	7.10
(c)	N.A.
311(a)	7.11
(b)	7.11
(c)	N.A.
312(a)	2.05
(b)	13.03
(c)	13.03
313(a)	7.06
(b)(1)	10.03
(b)(2)	7.06; 7.07
(c)	7.06; 13.02
(d)	7.06
314(a)	4.03;13.02; 13.05
(b)	10.02
(c)(1)	13.04
(c)(2)	13.04
(c)(3)	N.A.
(d)	10.03, 10.04, 10.05
(e)	13.05
(f)	N.A.
315(a)	7.01
(b)	7.05,13.02
(c)	7.01
(d)	7.01

(e)	6.11
316(a) (last sentence)	2.09
(a)(1)(A)	6.05
(a)(1)(B)	6.04
(a)(2)	N.A.
(b)	6.07
(c)	2.12
317(a)(1)	6.08
(a)(2)	6.09
(b)	2.04
318(a)	13.01
(b)	N.A.
(c)	13.01

N.A. means not applicable.

* This Cross Reference Table is not part of the Indenture.

TABLE OF CONTENTS

INDENTURE dated as of , 2002 among Wynn Las Vegas, LLC, a Nevada limited liability company ("*Wynn Las Vegas*") and Wynn Las Vegas Capital Corp., a Nevada corporation ("*Wynn Capital*," and together with Wynn Las Vegas, the "*Issuers*"), as joint and several obligors, and Desert Inn Water Company, LLC, a Nevada limited liability company, Wynn Design & Development, LLC, a Nevada limited liability company, Wynn Resorts Holdings, LLC, a Nevada limited liability company, Las Vegas Jet, LLC, a Nevada limited liability company, World Travel, LLC, a Nevada limited liability company, Palo, LLC, a Delaware limited liability company, and Valvino Lamore, LLC, a Nevada limited liability company, as guarantors (the "*Initial Guarantors*") and Wells Fargo Bank, National Association, as trustee (the "*Trustee*").

The Issuers, the Initial Guarantors and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders (as defined) of the % Second Mortgage Notes due 2010 (the "*Notes*"):

ARTICLE 1.

DEFINITIONS AND INCORPORATION
BY REFERENCE

Section 1.01 *Definitions.*

"*Acquired Debt*" means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Subsidiary of, such specified Person; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"*Additional Notes*" means up to $100.0 million aggregate principal amount of Additional Notes (other than the Initial Notes) issued under this Indenture in accordance with Section 2.02 hereof, as part of the same series as the Initial Notes. Any Additional Notes shall vote on all matters as one class with the Notes being issued on the date hereof, including, without limitation, waivers, amendments and redemptions.

"*Affiliate*" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control," as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; *provided* that beneficial ownership of 10% or more of the Voting Stock of a Person shall be deemed to be control. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" shall have correlative meanings.

"*Affiliate Agreements*" means:

(1) the Management Agreement,

(2) the Water Show Entertainment Production Agreement,

(3) the Project Lease and Easement Agreements,

(4) the Water Supply Agreement,

(5) the Art Rental and Licensing Agreement,

(6) the Wynn Employment Agreement,

(7) the Wynn Design Agreement, and

(8) the Tax Indemnification Agreement,

in each case as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Agent*" means any Registrar, Paying Agent or additional paying agent.

"*Aircraft Assets*" means the Existing Aircraft and the Replacement Aircraft, in each case, together with the products and proceeds thereof.

"*Aircraft Refinancing Date*" means the date on which the net proceeds of the sale of the Existing Aircraft and up to $10.0 million of borrowings under the FF&E Facility are applied to repay Replacement Aircraft Indebtedness.

"*Aircraft Trustee*" means Well Fargo Bank, National Association, not in its individual capacity, but solely as trustee under a trust agreement in favor of World Travel, LLC, and any successor or replacement trustee, including any trust holding ownership of the Replacement Aircraft.

"*Allocable Overhead*" means, at any time, an amount equal to (1) the amount of reasonable corporate or other organizational overhead expenses of, and actually incurred by, Wynn Resorts and its Subsidiaries (other than the Issuers) calculated in good faith on a consolidated basis, after the elimination of intercompany transactions, in accordance with GAAP, divided by (2) the number of gaming and/or hotel projects of Wynn Resorts and its Subsidiaries which are operating or for which debt and/or equity financing has been obtained to finance, in whole or in part, the development, construction and/or opening thereof. For purposes of this definition, the Project and the Macau Project shall each count as separate projects. In addition, any such amounts that are applied in connection

with the Phase II Land or the Golf Course Land shall be applied in accordance with Sections 4.22 and 4.23 hereof, respectively. Any amounts payable pursuant to the Affiliate Agreements or any agreements entered into by and among Wynn Resorts, any of its Subsidiaries and/or any of their respective Affiliates, Allocable Overhead shall not include any fee, profit or similar component and shall represent only the payment or reimbursement of actual costs and expenses. The amount of Allocable Overhead payable during any 12-month period shall not exceed, in the aggregate, the greater of:

(1) $21.5 million, and

(2) if the Consolidated Leverage Ratio of the Issuers and their Restricted Subsidiaries for the period of four full consecutive fiscal quarters of Wynn Las Vegas ending immediately prior to the commencement of such 12-month period is 3.5 to 1.0 or less, 1.29% of Net Revenues of Wynn Las Vegas and its Restricted Subsidiaries for such period of four full consecutive fiscal quarters.

"*Applicable Procedures*" means, with respect to any transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depositary that apply to such transfer or exchange.

"*Art Rental and Licensing Agreement*" means the Second Amended and Restated Art Rental and Licensing Agreement, dated September 18, 2002, by and between Stephen A. Wynn and Wynn Resorts Holdings, as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Aruze Corp.*" means Aruze Corp., a Japanese public corporation.

"*Aruze USA*" means Aruze USA, Inc., a Nevada corporation.

"*Asset Sale*" means:

(1) the sale, lease, conveyance or other disposition of any assets; and

(2) the issuance of Equity Interests by either Issuer, any Restricted Entity or any of their respective Restricted Subsidiaries or the sale of Equity Interests in either Issuer, any Restricted Entity or any of their respective Subsidiaries.

Notwithstanding the preceding, the sale, conveyance or other disposition of all or substantially all of the assets of Wynn Las Vegas, the Restricted Entities and their respective Restricted Subsidiaries, taken as a whole, or Wynn Las Vegas and its Restricted Subsidiaries, taken as a whole, shall be governed by Sections 4.15 and 5.01 hereof and not by Section 4.10 hereof.

In addition, none of the following items shall be deemed to be an Asset Sale (except for purposes of the definition of "Consolidated Cash Flow"):

(1) any single transaction or series of related transactions that involves assets having a fair market value of less than $1.0 million;

(2) the sale, lease, conveyance or other disposition of any assets (excluding any transfer of assets from a Person that is a Guarantor to a Person, other than Wynn Las Vegas, that is not a Guarantor):

(a) to Wynn Las Vegas and/or its Restricted Subsidiaries,

(b) between Wynn Resorts Holdings and Valvino Lamore, excluding a transfer of any or all of the Golf Course Land or any related Water Rights, unless such Golf Course Land is then a Released Asset,

(c) by (i) any Restricted Entity or any Restricted Subsidiary of a Restricted Entity, that, in each case, is not a Guarantor to (ii) any Restricted Entity or any Restricted Subsidiary of a Restricted Entity that, in each case, is a Guarantor, or

(d) by any Wynn Group Entity to any Restricted Entity,

(3) the Water Rights Transfer,

(4) an issuance of Equity Interests by Wynn Las Vegas or any Restricted Entity or any of their respective Restricted Subsidiaries to a Guarantor;

(5) the sale, lease or exchange of equipment, inventory, accounts receivable or other assets in the ordinary course of business;

(6) the disposition of obsolete, damaged or worn-out property that is no longer necessary for the conduct of the business of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries;

(7) the sale or other disposition of cash or Cash Equivalents;

(8) a Restricted Payment or Permitted Investment that is permitted under Section 4.07 hereof;

(9) like-kind exchanges of personal property if the fair market value of the personal property transferred by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries in such exchanges does not exceed $10.0 million in the aggregate in any calendar year;

(10) a dedication of space within the Project as necessary for the development of the Project and as permitted by the Collateral Documents;

(11) licenses of patents, trademarks and other intellectual property rights granted by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries in the ordinary course of business and not interfering in any material respect with the ordinary conduct of the business of such Person;

(12) the transfer or sale or disposition of any Released Assets or Aircraft Assets;

(13) a transfer of assets between or among Wynn Las Vegas, the Restricted Entities and their respective Restricted Subsidiaries pursuant to any Affiliate Agreement, as in effect on the date of this Indenture;

(14) the granting, creation or existence of a Permitted Lien and dispositions of assets pursuant to an exercise of remedies, including by way of foreclosure, against the underlying assets subject to such Permitted Liens, under circumstances not otherwise resulting in Defaults or Events of Default, so long as the net proceeds, if any, of any such disposition received by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries shall be treated as if they were Net Proceeds of an Asset Sale and applied in accordance with Section 4.10 hereof; and

(15) Government Transfers or Permitted Liens of the type described in clause (12) of the definition of Permitted Liens, so long as the net proceeds, if any, of any such disposition received by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries in respect thereof shall be treated as if they were Net Proceeds of an Asset Sale and applied in accordance with Section 4.10 hereof.

"*Attributable Debt*" in respect of a sale and leaseback transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP.

"*Bankruptcy Law*" means Title 11, U.S. Code or any similar federal or state law for the relief of debtors.

"*Beneficial Owner*" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" shall be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition. The terms "Beneficially Owns" and "Beneficially Owned" have a corresponding meaning.

"*Budgeted Overhead Final Payment Date*" means the date on which the final payments in respect of corporate or other organizational overhead expenses of Wynn Resorts and its Subsidiaries included in the Project Budget are disbursed pursuant to the Disbursement Agreement.

"*Board of Directors*" means:

(1) with respect to a corporation, the board of directors of the corporation;

(2) with respect to a partnership, the board of directors of the general partner of the partnership;

(3) with respect to a limited liability company, the board of directors of the single member or the managing member of such limited liability company, as applicable, or in the case of a manager-managed limited liability company, the board of directors of such manager; and

(4) with respect to any other Person, the board or committee of such Person serving a similar function.

"*Business Day*" means any day other than a Legal Holiday.

"*Buy-Sell Agreement*" means the Buy-Sell Agreement, dated as of June 13, 2002, among Stephen A. Wynn, Kazuo Okada, Aruze USA and Aruze Corp.

"*Capital Lease Obligation*" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet in accordance with GAAP.

"*Capital Stock*" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and

(4) any other interests or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"*Cash Equivalents*" means:

(1) United States dollars;

(2) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (as long as the full faith and credit of the United States is pledged in support of those securities) having maturities of not more than six months from the date of acquisition;

(3) interest-bearing demand or time deposits (which may be represented by certificates of deposit) issued by banks having general obligations rated (on the date of acquisition thereof) at least "A" or the equivalent by S&P or Moody's or, if not so rated, secured at all times, in the manner and to the extent provided by law, by collateral security in clause (1) or (2) of this definition, of a market value of no less than the amount of monies so invested;

(4) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper having the highest rating obtainable from Moody's or S&P and in each case maturing within six months after the date of acquisition;

(6) money market funds or mutual funds at least 95% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (5) of this definition; and

(7) to the extent not permitted in clauses (1) through (6) of this definition, Permitted Securities.

"*Change of Control*" means the occurrence of any of the following:

(1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of Wynn Las Vegas, the Restricted Entities and their respective Restricted Subsidiaries, taken as a whole, or of Wynn Las Vegas and its Restricted Subsidiaries, taken as a whole, to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act), other than to the Principal or a Related Party of the Principal;

(2) the adoption of a plan relating to the liquidation or dissolution of either Issuer or any successor thereto;

(3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that:

(a) any "person" (as defined in clause (1) above), other than the Principal and any of his Related Parties becomes the Beneficial Owner, directly or indirectly, of more than 50% of the outstanding Voting Stock of Wynn Resorts, measured by voting power rather than number of equity interests;

(b) any "person" (as defined in clause (1) above) (other than Kazuo Okada, Aruze USA and Aruze Corp., so long as (i) the Stockholders Agreement, as in effect on the date of this Indenture, remains in full force and effect, (ii) a majority of the Board of Directors is constituted of Persons named on any slate of directors chosen by the Principal and Aruze USA pursuant to the Stockholders Agreement, as in effect on the date of this Indenture, and (iii) Kazuo Okada and his Related Parties either (A)"control" (as that term is used in Rule 405 under the Securities Act) Aruze Corp. and Aruze USA or (B) otherwise remain the direct or indirect Beneficial Owners of the Voting Stock of Wynn Resorts held by Aruze Corp.) becomes the Beneficial Owner, directly or indirectly, of a greater percentage of the outstanding Voting Stock of Wynn Resorts, measured by voting power rather than number of equity interests, than is at that time Beneficially Owned by the Principal and his Related Parties as a group;

(c) the Principal and his Related Parties as a group own less than 20% of the outstanding Voting Stock of Wynn Resorts, measured by voting power rather than number of equity interests (excluding, for purposes of calculating the outstanding Voting Stock of Wynn Resorts pursuant to this clause 3(c), shares of Voting Stock issued in a primary issuance by Wynn Resorts in one or more bona fide public offerings of additional Voting Stock of Wynn Resorts (other than the IPO)); or

(d) the Principal and his Related Parties as a group own less than 10% of the outstanding Voting Stock of Wynn Resorts, measured by voting power rather than number of Equity Interests;

(4) the first day on which the Principal does not act as either the Chairman of the Board of Directors or the Chief Executive Officer of Wynn Resorts, other than (1) as a result of death or disability or (2) if the Board of Directors of Wynn Resorts, exercising their fiduciary duties in good faith, removes or fails to re-appoint the Principal as Chairman of the Board of Directors or Chief Executive Officer of Wynn Resorts;

(5) the first day on which a majority of the members of the respective Boards of Directors of Wynn Resorts or Wynn Las Vegas are not Continuing Directors;

(6) the first day on which Wynn Resorts ceases to own, directly or indirectly, 100% of the outstanding Equity Interests of Wynn Las Vegas; or

(7) Wynn Resorts consolidates with, or merges with or into, any Person or sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of its assets to any Person, or any Person consolidates with, or merges with or into, Wynn Resorts, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of Wynn Resorts is converted into or exchanged for cash, securities or other property, other than any such transaction where the Voting Stock of Wynn Resorts outstanding immediately prior to such transaction is converted into or exchanged for Voting Stock (other than Disqualified Stock) of the surviving or transferee Person constituting a majority of the outstanding shares of such Voting Stock of such surviving or transferee Person (immediately after giving effect to such issuance),

Notwithstanding the above, a Change of Control shall not occur solely by reason of a Permitted C-Corp. Conversion.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Collateral*" means all assets, now owned or hereafter acquired, of either Issuer, any Guarantor, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, or any other Person (including, if applicable, Wynn Resorts), to the extent such assets are pledged or assigned or purport to be pledged or assigned, or are required to be pledged or assigned under this Indenture or the Collateral Documents to the Trustee, including, the Exclusive Note

Collateral, the Primary Note Collateral and the FF&E Collateral, together with the proceeds and products thereof (including, without limitation, the proceeds of Asset Sales).

"*Collateral Documents*" means:

(1) the Completion Guarantee,

(2) the Deeds of Trust,

(3) the Disbursement Agreement,

(4) the Guarantee and Collateral Agreements,

(5) the Intellectual Property Security Agreements,

(6) the Intercreditor Agreements,

(7) the Parent Guarantee, if any,

(8) the Parent Security Agreement, if any,

(9) the Secured Account Agreement,

(10) the Management Fees Subordination Agreement, and

(11) instruments, documents, pledges or filings that create, evidence, perfect, set forth, consent to, acknowledge or limit the security interest of the Trustee in the Collateral,

in each case, as amended, modified or otherwise supplemented from time to time in accordance with their respective terms and with this Indenture and the Collateral Documents.

"*Completion*" has the meaning given such term in the Disbursement Agreement.

"*Completion Date*" means the date on which Completion occurs.

"*Completion Guarantee*" means the Completion Guarantee, dated as of the date of this Indenture, by the Completion Guarantor in favor of the Trustee.

"*Completion Guarantee Capital Contribution*" means the common equity capital contribution by Wynn Resorts to the Completion Guarantor of $50.0 million in cash of the net proceeds of the IPO to support the Completion Guarantor's obligations under the Completion Guarantee.

"*Completion Guarantee Deposit Account*" means the account into which the Completion Guarantee Capital Contribution is required to be made pursuant to the Disbursement Agreement.

"*Completion Guarantor*" means Wynn Completion Guarantor, LLC, a Nevada limited liability company and a Wholly Owned Subsidiary of Wynn Las Vegas.

"*Consolidated Cash Flow*" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period *plus*:

(1) an amount equal to any extraordinary loss plus any net loss realized by such Person or any of its Restricted Subsidiaries in connection with an Asset Sale, to the extent such losses were deducted in computing such Consolidated Net Income; *plus*

(2) provision for taxes based on income or profits or the Tax Amount of such Person and its Restricted Subsidiaries for such period, to the extent that such provision for taxes or Tax Amount was included in computing such Consolidated Net Income; *plus*

(3) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued and whether or not capitalized (including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net of the effect of all payments made or received pursuant to Hedging Obligations), to the extent that any such expense was deducted in computing such Consolidated Net Income; *plus*

(4) depreciation, amortization (including amortization of goodwill and other intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period), and other non-cash expenses (excluding any such non-cash expense to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense) of such Person and its Restricted Subsidiaries for such period to the extent that such depreciation, amortization and other non-cash expenses were deducted in computing such Consolidated Net Income; *plus*

(5) any pre-opening expenses, to the extent such pre-opening expenses were deducted in calculating Consolidated Net Income on a consolidated basis; *plus*

(6) non-cash items reducing Consolidated Net Income for such period, *minus*

(7) non-cash items increasing such Consolidated Net Income for such period, other than the accrual of revenue in the ordinary course of business,

in each case, on a consolidated basis and determined in accordance with GAAP.

Notwithstanding the preceding, the provision for taxes based on the income or profits of, and the depreciation and amortization and other non-cash expenses of, a Restricted Subsidiary of Wynn Las Vegas shall be added to Consolidated Net Income to compute Consolidated Cash Flow of Wynn Las Vegas only to the extent that a corresponding amount would be permitted at the date of determination to be distributed to Wynn Las Vegas by such Restricted Subsidiary without prior governmental approval that has not been obtained, and without direct or indirect restriction pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to that Subsidiary or its equity holders.

"*Consolidated EBITDA*" of any Person for any period, means consolidated net income of such Person and its Subsidiaries for such period *plus*, without duplication and to the extent reflected as a charge in the statement of such consolidated net income for such period, the sum of (a) income tax expense or the Tax Amount (whether or not paid during such period), (b) consolidated interest expense of such Person and its Subsidiaries, amortization or write-off of debt discount and debt issuance costs and commissions, discounts and other fees and charges associated with indebtedness (including, in the case of Wynn Las Vegas, the loans and letters of credit under the Credit Agreement), (c) depreciation and amortization expense, (d) amortization of intangibles (including, but not limited to, goodwill) and

organization costs and (e) any extraordinary expenses or losses (and whether or not otherwise includable as a separate item in the statement of such consolidated net income for such period, losses on sales of assets outside of the ordinary course of business and pre-opening expenses, if any, related to the opening of the Project) and *minus*, to the extent included in the statement of such consolidated net income for such period, the sum of (a) interest income (except to the extent deducted in determining consolidated interest expense) and (b) any extraordinary income or gains (and whether or not otherwise includable as a separate item in the statement of such consolidated net income for such period, gains on the sales of assets outside of the ordinary course of business), all as determined on a consolidated basis.

"*Consolidated Leverage Ratio*" means as at the last day of any period of four consecutive fiscal quarters, the ratio of (a) Consolidated Total Debt on such day to (b) Consolidated EBITDA of Wynn Las Vegas and its Subsidiaries for such period.

"*Consolidated Member*" means a corporation, other than the common parent, that is a member of an affiliated group (as defined in Section 1504 of the Code) of which Wynn Resorts, any Restricted Entity or any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity is the common parent.

"*Consolidated Net Income*" means, with respect to any specified Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; *provided* that;

(1) the Net Income (but not loss) of any Person that is not a Subsidiary or that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in cash to the specified Person or a Wholly Owned Restricted Subsidiary of such Person;

(2) the Net Income of any Restricted Subsidiary shall be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its equity holders;

(3) the Net Income of any Person acquired in a pooling of interests transaction for any period prior to the date of such acquisition shall be excluded;

(4) the Net Income of any Unrestricted Subsidiary shall be excluded, whether or not distributed to the specified Person or one of its Subsidiaries; and

(5) the cumulative effect of a change in accounting principles shall be excluded.

"*Consolidated Net Worth*" means, with respect to any specified Person as of any date, the sum of:

(1) the consolidated equity of the common stockholders of such Person and its consolidated Restricted Subsidiaries as of such date; *plus*

(2) the respective amounts reported on such Person's balance sheet as of such date with respect to any series of preferred equity (other than Disqualified Stock) that by its terms is not entitled to the payment of dividends unless such dividends may be declared and paid only out of net earnings in respect of the year of such declaration and payment, but only to the extent of any cash received by such Person upon issuance of such preferred equity.

"*Consolidated Total Debt*" means at any date, the aggregate principal amount of all indebtedness of Wynn Las Vegas and its Subsidiaries at such date, determined on a consolidated basis in accordance with GAAP.

"*Construction Consultant*" means Inspection & Valuation International, Inc., or any other construction consultant designated under the Disbursement Agreement.

"*Construction Contract*" means the Agreement for Guaranteed Maximum Price Construction Services for Le Rêve, dated as of June 4, 2002, between Wynn Las Vegas and the General Contractor, as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Construction Contract Guarantee*" means the Construction Contract Guarantee, dated as of the date of this Indenture, by the Construction Contract Guarantor in favor of the Trustee, as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Construction Contract Guarantor*" means Austi, Inc., a Nevada corporation.

"*Continuing Directors*" means, as of any date of determination, with respect to any Person, any member of the Board of Directors of such Person who:

(1) was a member of such Board of Directors on the date hereof;

(2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board at the time of such nomination or election; or

(3) or, in the case of a limited liability company, was nominated by the direct or indirect Board of Directors of its managing member or sole member.

"*Corporate Trust Office of the Trustee*" means the address of the Trustee specified in Section 13.02 hereof or such other address as to which the Trustee may give notice to the Issuers.

"*Credit Agreement*" means the Credit Agreement, dated as of the date of this Indenture, by and among Wynn Las Vegas, the lenders party thereto, Deutsche Bank Securities Inc., as lead arranger and joint book running manager, Deutsche Bank Trust Company Americas, as administrative agent and swing line lender, Banc of America Securities LLC, as lead arranger, joint book running manager and syndication agent, Bear Stearns & Co. Inc., as arranger and joint book running manager, Bear Stearns Corporate Lending Inc., as joint documentation agent, Dresdner Bank AG, New York Branch, as arranger and joint documentation agent, and J.P. Morgan Securities Inc., as joint documentation agent, including any related notes, guarantees, collateral documents, instruments and agreements executed in connection therewith, and in each case (1) as amended, supplemented, amended and restated or otherwise modified from time to time, or (2) as renewed, refunded, replaced or refinanced from time to time, whether with the same or different lenders or holders.

"*Custodian*" means the Trustee, as custodian.

"*Dealership Lease Agreement*" means the Dealership Lease Agreement, dated as of the date of this Indenture, between Wynn Las Vegas, as lessor, and Kevyn, LLC, as lessee, with respect to the lease of space at the Project for the development and operation of a Ferrari and Maserati automobile dealership, as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Deeds of Trust*" means the deeds of trust entered into by the Issuers, the Guarantors and, if applicable, Wynn Resorts, from time to time in accordance with the provisions of this Indenture and the Collateral Documents.

"*Default*" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"*Definitive Note*" means a certificated Note registered in the name of the Holder thereof and issued in accordance with Section 2.06 hereof, substantially in the form of Exhibit A hereto except that

such Note shall not bear the Global Note Legend and shall not have the "Schedule of Exchanges of Interest in the Global Note" attached thereto.

"*Depositary*" means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.03 hereof as the Depositary with respect to the Notes, and any and all successors thereto appointed as depositary hereunder and having become such pursuant to the applicable provision of this Indenture.

"*Desert Inn Improvement Co.*" means Desert Inn Improvement Co., a Nevada corporation.

"*Desert Inn Water Company*" means Desert Inn Water Company, LLC, a Nevada limited liability company.

"*Designated Officer*" means, with respect to any Person, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Controller, the Secretary or any Vice-President of such Person.

"*Design Build Contract*" means the Design Build Agreement, effective as of June 6, 2002, by and between Wynn Las Vegas and Bomel Construction Company, Inc., as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Disbursement Agent*" means Deutsche Bank Trust Company Americas, in its capacity as the disbursement agent under the Disbursement Agreement and its successors in such capacity pursuant to the Disbursement Agreement.

"*Disbursement Agreement*" means the Master Disbursement Agreement, dated as of the date of this Indenture, among Wynn Las Vegas, Wynn Capital, Wynn Design, the Trustee, a representative of the lenders under the Credit Agreement, a representative of the lenders under the FF&E Facility and the Disbursement Agent in connection with the Project, as amended, modified or otherwise supplemented from time to time in accordance with its terms.

"*Disqualified Stock*" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 91 days after the date on which the Notes mature. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale shall not constitute Disqualified Stock if the terms of such Capital Stock provide that Wynn Las Vegas, such Restricted Entity or such Restricted Subsidiary may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with Section 4.07 hereof.

"*Driving Range Lease*" means the lease, dated as of the date of this Indenture, between Valvino Lamore, as lessor, and Wynn Las Vegas, as lessee, with respect to the lease of land on which the driving range for the Golf Course shall be located, as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Entertainment Facility*" means a showroom or entertainment facility adjoining the Le Rêve hotel on the Project and connected directly to such hotel.

"*Equity Interests*" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"*Event of Loss*" means, with respect to any property or asset (tangible or intangible, real or personal), whether in respect of a single event or a series of related events, any of the following:

(1) any loss, destruction or damage of such property or asset;

(2) any actual condemnation, seizure or taking by exercise of the power of eminent domain or otherwise of such property or asset, or confiscation of such property or asset or the requisition of the use of such property or asset; or

(3) any settlement in lieu of clause (2) above.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Excluded Project Assets*" means (1) any Equity Interests held by Wynn Resorts, other than Equity Interests in Valvino Lamore or any other Restricted Entity and (2) the Released Assets.

"*Exclusive Note Collateral*" means the net proceeds of the offering of the Notes, which are required, under the Disbursement Agreement, to be deposited into the Secured Account.

"*Existing Aircraft*" means the Bombardier Global Express aircraft manufacturer's serial number 9065 and United States Registration No. N711SW (formerly N789TP) owned by a trust of which World Travel, LLC is the beneficial interest holder.

"*Existing Stockholders*" means Stephen A. Wynn, Aruze, USA, Inc., Baron Asset Fund and the Kenneth R. Wynn Family Trust dated February 20, 1985.

"*FF&E*" means furniture, fixtures or equipment used in the ordinary course of the business of Wynn Las Vegas and its Restricted Subsidiaries.

"*FF&E Collateral*" means all assets, now owned or hereafter acquired, of either Issuer, any Guarantor or any other Person, to the extent such assets are pledged or assigned or purport to be pledged or assigned, or are required to be pledged or assigned, on a first lien priority basis, under the FF&E Facility or the related collateral documents to the lenders under the FF&E Facility, or a representative on their behalf, as security for the obligations under the FF&E Facility, together with the proceeds and products thereof, *excluding* the Aircraft Assets.

"*FF&E Facility*" means the Loan Agreement, dated as of the date of this Indenture, by and among Wynn Las Vegas, Wells Fargo Bank, National Association, a national banking association, as collateral agent, and the lenders party thereto, including any related notes, guarantees, collateral documents, instruments and agreements executed in connection therewith, and in each case (1) as amended, supplemented or otherwise modified from time to time, or (2) as renewed, refunded, replaced or refinanced from time to time in accordance with this Indenture.

"*FF&E Financing*" means the incurrence of Indebtedness, the proceeds of which are used solely to finance the acquisition by Wynn Las Vegas or any of its Restricted Subsidiaries of, or entry into a capital lease by Wynn Las Vegas or any of its Restricted Subsidiaries with respect to, FF&E.

"*FF&E Intercreditor Agreement*" means the Intercreditor Agreement, dated as of the date of this Indenture, among the Trustee, a representative of the lenders under the Credit Agreement and a representative of the lenders under the FF&E Facility, as amended, modified or otherwise supplemented from time to time in accordance with its terms.

"*Final Completion*" has the meaning given such term in the Disbursement Agreement.

"*Final Completion Date*" means the date on which Final Completion occurs.

"*Fixed Charge Coverage Ratio*" means with respect to any specified Person for any period, the ratio of the Consolidated Cash Flow of such Person and its Restricted Subsidiaries for such period to the Fixed Charges of such Person for such period. In the event that the specified Person or any of its

Restricted Subsidiaries incurs, assumes, Guarantees, repays, repurchases or redeems any Indebtedness (other than ordinary working capital borrowings) or issues, repurchases or redeems preferred equity subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "*Calculation Date*"), then the Fixed Charge Coverage Ratio shall be calculated giving pro forma effect to such incurrence, assumption, Guarantee, repayment, repurchase or redemption of Indebtedness, or such issuance, repurchase or redemption of preferred equity, and the use of the proceeds therefrom as if the same had occurred at the beginning of the applicable four-quarter reference period.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

(1) acquisitions that have been made by the specified Person or any of its Restricted Subsidiaries, including through mergers or consolidations and including any related financing transactions, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date shall be given pro forma effect as if they had occurred on the first day of the four-quarter reference period and Consolidated Cash Flow for such reference period shall be calculated on a pro forma basis in accordance with Regulation S-X under the Securities Act, but without giving effect to clause (3) of the proviso set forth in the definition of Consolidated Net Income;

(2) the Consolidated Cash Flow attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, shall be excluded; and

(3) the Fixed Charges attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the Calculation Date, shall be excluded, but only to the extent that the obligations giving rise to such Fixed Charges shall not be obligations of the specified Person or any of its Restricted Subsidiaries following the Calculation Date.

"*Fixed Charges*" means, with respect to any specified Person for any period, the sum, without duplication, of:

(1) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period (excluding amortization of debt issuance costs), whether paid or accrued, including, without limitation, original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net of the effect of all payments made or received pursuant to Hedging Obligations; *plus*

(2) the consolidated interest of such Person and its Restricted Subsidiaries that was capitalized during such period; *plus*

(3) any interest expense on Indebtedness of another Person that is Guaranteed by such Person or one of its Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Restricted Subsidiaries, whether or not such Guarantee or Lien is called upon; *plus*

(4) the product of (a) all cash dividend payments or other cash distributions (and non-cash dividend payments in the case of a Person that is a Restricted Subsidiary) on any series of preferred equity of such Person, times (b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of such Person (or, in the case of a Person that is a partnership or a limited liability company, the combined federal, state and local income tax rate that was or would have been utilized to

calculate the Tax Amount of such Person), expressed as a decimal, in each case, on a consolidated basis and in accordance with GAAP.

"*GAAP*" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time.

"*Gaming Authority*" means any agency, authority, board, bureau, commission, department, office or instrumentality of any nature whatsoever of the United States federal government, any foreign government, any state, province or city or other political subdivision or otherwise, whether now or hereafter in existence, including the Nevada Gaming Commission, the Nevada State Gaming Control Board, the Clark County Liquor and Gaming Licensing Board and any other applicable gaming regulatory authority or agency, in each case, with authority to regulate any gaming operation (or proposed gaming operation) owned, managed or operated by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries.

"*Gaming Facility*" means any building or other structure used or expected to be used to enclose space in which a gaming operation is conducted and (1) is wholly or partially owned, directly or indirectly, by Wynn Las Vegas or any Restricted Subsidiary of Wynn Las Vegas or (2) any portion or aspect of which is managed or used (pursuant to the Management Agreement or otherwise), or expected to be managed or used (pursuant to the Management Agreement or otherwise), by Wynn Las Vegas or a Restricted Subsidiary of Wynn Las Vegas.

"*Gaming Law*" means the gaming laws, rules, regulations or ordinances of any jurisdiction or jurisdictions to which Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries is, or may be at any time after the date of this Indenture, subject.

"*Gaming License*" means any license, permit, franchise or other authorization from any Gaming Authority necessary on the date of this Indenture or at any time thereafter to own, lease, operate or otherwise conduct the gaming business of Wynn Las Vegas or any of its Restricted Subsidiaries.

"*Gaming Redemption Indebtedness*" means Indebtedness of Wynn Resorts incurred solely to finance the repurchase by Wynn Resorts of Equity Interests or Indebtedness of Wynn Resorts (other than Equity Interests held by or Indebtedness owed to the Existing Stockholders) to the extent required by any Gaming Authority having jurisdiction over Wynn Las Vegas or any of its Restricted Subsidiaries for not more than the fair market value thereof in order to avoid the suspension, revocation or denial of a Gaming License by that Gaming Authority; *provided* that so long as such efforts do not jeopardize any Gaming License, Wynn Resorts and its Subsidiaries shall have diligently attempted to find a third-party purchaser for such Equity Interests or Indebtedness and no third-party purchaser acceptable to the applicable Gaming Authority was willing to purchase such Equity Interests or Indebtedness within a time period acceptable to such Gaming Authority.

"*General Contractor*" means Marnell Corrao Associates, Inc., a Nevada corporation.

"*Global Notes*" means each of the global Notes issued in accordance with Section 2.01 and substantially in the form of Exhibit A attached hereto that, except as otherwise provided in Section 2.01(b) hereof, bear the Global Note Legend and that have the "Schedule of Exchanges of Interests in the Global Note" attached thereto, and that are deposited with or on behalf of and registered in the name of the Depositary.

"*Global Note Legend*" means the legend set forth in Section 2.06(e), which is required to be placed on all Global Notes issued under this Indenture.

"*Golf Course*" means the 18-hole championship golf course to be constructed on the Golf Course Land.

"*Golf Course Construction Contract*" means the agreement to be entered into following the date of this Indenture between Wynn Resorts Holdings and/or Wynn Las Vegas and a golf course contractor for the construction of the new Golf Course on the Project Site, as amended, modified or otherwise supplemented from time to time in accordance with the Disbursement Agreement.

"*Golf Course Design Services Agreement*" means that certain Golf Course Design Services Agreement, to which Wynn Las Vegas is a party, as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Golf Course Homes*" means the golf course homes located on the periphery of the Golf Course Land not acquired by Wynn Las Vegas, any Restricted Entity or any of their respective Subsidiaries as of the date of this Indenture.

"*Golf Course Land*" means that portion of the Project Site designated as the Golf Course Land in the Collateral Documents, and described in Exhibit T-4 to the Disbursement Agreement, together with all improvements thereon and all rights appurtenant thereto.

"*Golf Course Lease*" means the Golf Course Lease, dated as of the date of this Indenture, between Wynn Resorts Holdings, as lessor, and Wynn Las Vegas, as lessee, with respect to the lease of land on which the Golf Course shall be located, as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Government Securities*" means securities that are:

(1) direct obligations of the United States of America for the timely payment of which its full faith and credit is pledged; or

(2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America;

which, in either case, are not callable or redeemable at the option of the issuer thereof, and will include a depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act of 1933, as amended), as custodian with respect to any such Government Security or a specific payment of principal of or interest on any such Government Security held by such custodian for the account of the holder of such depository receipt; *provided* that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Security or the specific payment of principal of or interest on the Government Security evidenced by such depository receipt.

"*Government Transfers*" means:

(1) any seizures, condemnations, confiscations or takings by the power of eminent domain or other similar mandatory actions, in each case by a governmental authority against real property held by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries, or

(2) any transfers of interests in real property held by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries to any State of Nevada, Clark County or local governmental authority consisting of easements, rights-of-way, dedications, exchanges or swaps or other similar transfers undertaken in the ordinary course of business in furtherance of the development, construction or operation of the Project, so long as: (a) in each case, the transferring entity receives reasonably equivalent value for the real property transferred, and (b) such transfers, individually and in the aggregate, do not materially interfere with the ordinary course of business

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or the assets or operations of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries, or materially detract from the value of the real property subject thereto.

"*Guarantee*" means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness or other Obligations.

"*Guarantee and Collateral Agreements*" means:

(1) the Guarantee and Collateral Agreement, dated as of the date of this Indenture, among the Issuers, the Restricted Entities and the Trustee,

(2) any other guarantee and collateral agreement entered into by any Wynn Resorts, either Issuer, any Restricted Entity or any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity from time to time in accordance with the provisions of this Indenture,

in each case, as amended, modified or otherwise supplemented from time to time in accordance with their respective terms and with this Indenture and the other Collateral Documents.

"*Guarantor*" means each of:

(1) the Restricted Entities,

(2) the Restricted Subsidiaries, if any, of Wynn Las Vegas or any Restricted Entity, and

(3) any other Person (other than the Parent Guarantor) that executes a Note Guarantee (including pursuant to a Guarantee and Collateral Agreement) in accordance with the provisions of this Indenture,

and, except to the extent the applicable Note Guarantee is released in accordance with the applicable provisions of this Indenture, their respective successors and assigns (other than the Issuers); *provided* that a Person shall cease to be a Guarantor following the release of its Note Guarantee as described above under that caption.

"*Hedging Obligations*" means, with respect to any specified Person, the obligations of such Person under:

(1) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements; and

(2) other agreements or arrangements designed to protect such Person against fluctuations in interest rates.

"*Holder*" means any registered holder, from time to time, of the Notes. Only registered holders shall have any rights under this Indenture.

"*Home Site Land*" means a tract of land (not to exceed 20 acres) located on the Golf Course Land where residential and non-gaming related developments may be built, after the release of the Trustee's Liens (for the benefit of the Holders) thereon in accordance with Section 10.03(c).

"*Indebtedness*" means, with respect to any specified Person, any indebtedness of such Person, whether or not contingent, but without duplication:

(1) in respect of borrowed money;

(2) evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof);

(3) in respect of banker's acceptances;

(4) representing Capital Lease Obligations;

(5) representing the balance deferred and unpaid of the purchase price of any property, except any such balance that constitutes an accrued expense or trade payable; or

(6) representing any Hedging Obligations,

if and to the extent any of the preceding items (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term "Indebtedness" includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed or guaranteed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person.

The amount of any Indebtedness outstanding as of any date shall be:

(1) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount;

(2) the principal amount of the Indebtedness, together with any interest on the Indebtedness that is more than 30 days past due, in the case of any other Indebtedness;

(3) in the case of a Guarantee of Indebtedness, the maximum amount of the Indebtedness guaranteed under such Guarantee; and

(4) in the case of Indebtedness of others secured by a Lien on any asset of the specified Person, the lesser of:

(a) the face amount of such Indebtedness (plus, in the case of any letter of credit or similar instrument, the amount of any reimbursement obligations in respect thereof), and

(b) the fair market value of the asset(s) subject to such Lien.

"*Indenture*" means this Indenture, as amended or supplemented from time to time.

"*Independent Director*" means, in the case of any Person, a member of the Board of Directors of such Person who:

(1) does not have (and whom the Board of Directors of such Person has affirmatively determined does not have) any material relationship (including, without limitation, any commercial, industrial, banking, consulting, legal, accounting, charitable or familial relationship) with such Person, either directly or indirectly or as a partner, equityholder or officer of an organization that has a relationship with such Person, and

(2) is not the Principal or a Related Party,

For purposes of this definition, no member of the Board of Directors of any Person who is, or who has a Related Party who:

(1) is a former employee of such Person shall be eligible for consideration as an "Independent Director" until the fifth anniversary of the date on which such employment ended,

(2) in the five years prior to the date of determination, has been affiliated with or employed by a present or former auditor of such Person or of any Affiliate of such Person shall be eligible for consideration as an "Independent Director" until the fifth anniversary of the date on which such affiliation or the auditing relationship ended, or

(3) in the five years prior to the date of determination, has been part of an interlocking directorate in which an executive officer of such Person serves on the compensation committee of

another Person that employs such board member shall be eligible for consideration as an "Independent Director."

Notwithstanding the preceding, no Person shall be deemed not to be an Independent Director of Wynn Resorts, any Restricted Entity or any of their respective Restricted Subsidiaries solely because such Person is a member of the Board of Directors of any direct or indirect parent of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries.

"*Indirect Participant*" means a Person who holds a beneficial interest in a Global Note through a Participant.

"*Initial Notes*" means the first $340.0 million aggregate principal amount of Notes issued under this Indenture on the date of this Indenture.

"*Intellectual Property Security Agreements*" means:

(1) the Intellectual Property Security Agreement, dated as of the date of this Indenture, among the Issuers, the Restricted Entities and the Trustee, and

(2) any other intellectual property security agreement entered into by Wynn Resorts, either Issuer, any Restricted Entity or any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity from time to time in accordance with the provisions of this Indenture,

in each case, as amended, modified or otherwise supplemented from time to time in accordance with their respective terms and with this Indenture and the other Collateral Documents.

"*Intercreditor Agreements*" means:

(1) the Project Lenders Intercreditor Agreement, and

(2) the FF&E Intercreditor Agreement.

"*Investments*" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of loans (including Guarantees or other obligations), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. If Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries sells or otherwise disposes of any Equity Interests of any Restricted Entity or any direct or indirect Restricted Subsidiary of such selling Person such that, after giving effect to any such sale or disposition, such Person is no longer a Subsidiary of Wynn Las Vegas, such Restricted Entity or any of their respective Restricted Subsidiaries, as the case may be, then Wynn Las Vegas, such Restricted Entity or such Restricted Subsidiary shall be deemed to have made an Investment on the date of any such sale or disposition equal to the fair market value of such selling Person's Investments in such Subsidiary that were not sold or disposed of in an amount determined as provided in Section 4.07 hereof. The acquisition by Wynn Las Vegas, a Restricted Entity or any of their respective Restricted Subsidiaries of a Person that holds an Investment in a third Person shall be deemed to be an Investment by Wynn Las Vegas, that Restricted Entity or that Restricted Subsidiary, as the case may be, in such third Person in an amount equal to the fair market value of the Investments held by the acquired Person in such third Person in an amount determined as provided in Section 4.07 hereof.

"*IPO*" means a bona fide underwritten initial public offering of Wynn Resorts' common stock (other than Disqualified Stock) concurrently with the closing of this offering pursuant to a registration statement that has been declared effective by the SEC.

"*Issuers*" means Wynn Las Vegas and Wynn Capital.

"*Key Project Documents*" means:

(1) the Affiliate Agreements,

(2) the Construction Contract,

(3) the Construction Contract Guarantee,

(4) the Design/Build Contract,

(5) upon execution and delivery thereof, the Golf Course Construction Contract,

(6) each Payment and Performance Bond, and

(7) all other material agreements, instruments or documents entered into by Wynn Resorts, any Restricted Entity or any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity that are necessary for the construction, ownership and operation of the Project,

in each case as amended, modified or otherwise supplemented from time to time in accordance with the Disbursement Agreement (or, if Section 4.28 hereof is applicable thereto, as amended, modified or otherwise supplemented in accordance with Section 4.28 hereof).

"*Legal Holiday*" means a Saturday, a Sunday or a day on which banking institutions in the City of New York or at a place of payment are authorized by law, regulation or executive order to remain closed. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue on such payment for the intervening period.

"*Lien*" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

"*Liquidity Reserve Account*" means the account into which the Liquidity Reserve Capital Contribution is required to be made pursuant to the Disbursement Agreement.

"*Macau Project*" means the gaming and/or hotel project in Macau contemplated by the Concession Contract for the Operation of Games of Chance or Other Games in Casinos in the Macau Special Administrative Region, dated June 24, 2002, between the Macau Special Administrative Region and Wynn Resorts (Macau), S.A.

"*Management Agreement*" means the Management Agreement dated as of the date of this Indenture, between Wynn Las Vegas and Wynn Resorts, as in effect on the date of this Indenture or as amended, modified or supplemented from time to time in accordance with Section 4.28 hereof.

"*Management Fees*" means any fees payable pursuant to the Management Agreement, in an aggregate amount not to exceed, during any 12-month period, 1.5% of Net Revenues of Wynn Las Vegas and its Restricted Subsidiaries for the period of four full consecutive fiscal quarters of Wynn Las Vegas most recently ended prior to the commencement of such 12-month period.

"*Management Fees Subordination Agreement*" means the Management Fees Subordination Agreement, dated as of the date of this Indenture, by and among Wynn Resorts, Wynn Las Vegas, Deutsche Bank Trust Company Americas, as administrative agent under the Credit Agreement, Wells Fargo Bank, National Association, as collateral agent under the FF&E Facility, and the Trustee.

"*Material Entity*" means any of the following:

(1) either Issuer,

(2) any Significant Restricted Entity,

(3) any group of Restricted Entities that, taken together, would constitute a Significant Restricted Entity,

(4) any Significant Restricted Subsidiary of Wynn Las Vegas, or

(5) any group of Restricted Subsidiaries of Wynn Las Vegas that, taken together, would constitute a Significant Restricted Subsidiary of Wynn Las Vegas.

"*Material Project Assets*" means:

(1) assets that are necessary to the development, construction or operation of the Project in accordance with the Plans and Specifications, or

(2) assets, the absence of which would result in the Completion Date occurring after the Outside Completion Deadline. In no event shall Released Assets be considered Material Project Assets.

"*Minimum Facilities*" means, with respect to the Project:

(1) a casino which has in operation at least 1,900 slot machines and 120 table games,

(2) a resort which has approximately 70,000 gross square feet of retail space, approximately 190,000 gross square feet of convention, meeting, pre-function and reception facilities, a spa and salon complex occupying approximately 30,000 gross square feet, at least 15 food and beverage outlets, seating for approximately 1,900 persons at a show-room for an entertainment production, and approximately 3,500 parking spaces for employees, guests and other visitors, including approximately 1,600 parking spaces for guests and other visitors,

(3) a hotel with at least 2,565 guest rooms and suites, and

(4) an 18 hole championship golf course on the Golf Course Land occupying approximately 130 acres of the Project property.

"*Moody's*" means Moody's Investors Service, Inc., or any successor to its statistical rating business, except that any reference to a particular rating by Moody's shall be deemed to be a reference to the corresponding rating by any such successor.

"*Net Income*" means, with respect to any specified Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred equity dividends, giving effect to, without duplication, any amounts paid or distributed by Wynn Las Vegas or any of its Restricted Subsidiaries as Allocable Overhead if and to the same extent that such amounts would have been included in the calculation of net income if incurred by Wynn Las Vegas directly, and excluding however:

(1) any gain (but not loss), together with any related provision for taxes on such gain (but not loss), realized in connection with: (a) any Asset Sale; or (b) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries; and

(2) any extraordinary gain (but not loss), together with any related provision for taxes on such extraordinary gain (but not loss).

"*Net Loss Proceeds*" means the aggregate cash proceeds received by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries in respect of any Event of Loss,

including, without limitation, insurance proceeds from condemnation awards or damages awarded by any judgment, net of:

(1) the direct costs in recovery of such Net Loss Proceeds (including, without limitation, legal, accounting, appraisal and insurance adjuster fees and any relocation expenses incurred as a result thereof), and

(2) amounts required to be and actually applied to the repayment of Indebtedness (other than Indebtedness that is subordinated in right of payment to the Notes or the Note Guarantees) permitted under this Indenture that is secured by a Permitted Lien on the asset or assets that were the subject of such Event of Loss that ranks prior to the security interest of the Trustee in those assets, after giving effect to any provisions in the Collateral Documents and the Intercreditor Agreements as to the relative ranking of security interests, and

(3) any taxes or Tax Distributions paid or payable as a result of the receipt of such cash proceeds.

"*Net New Equity Proceeds*" means the aggregate net cash proceeds received by Wynn Las Vegas from any Person other than Wynn Capital, any Restricted Entity or any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, directly or indirectly, as a contribution to its common equity capital excluding:

(1) any capital contribution made on the Closing Date to Wynn Las Vegas in respect of the Completion Guarantee Capital Contribution or the Liquidity Reserve Capital Contribution;

(2) the Steve Wynn Capital Contribution; and

(3) any capital contribution from a Qualified Equity Offering to the extent those proceeds are used to redeem the Notes in compliance with the provisions described under Section 3.07 hereof.

"*Net Proceeds*" means the aggregate cash proceeds received by Wynn Las Vegas, any Restricted Entity, or any of their respective Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of:

(1) the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result of the Asset Sale and taxes or Tax Distributions paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements,

(2) amounts, if any, required to be, and in fact, applied to the prepayment of Indebtedness permitted under this Indenture (other than Indebtedness that is subordinated in right of payment to the Notes or the Note Guarantees) secured by a Permitted Lien on the asset or assets that were the subject of such Asset Sale that ranks prior to the security interest of the Trustee in those assets, after giving effect to any provisions in the Collateral Documents and the Intercreditor Agreements as to the relative ranking of security interests, and

(3) any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP.

"*Net Revenues*" means, for any period, the net revenues of Wynn Las Vegas and its Restricted Subsidiaries, as set forth on Wynn Las Vegas' income statement for the relevant period under the line item "net revenues," calculated in accordance with GAAP and with Regulation S-X under the Securities Act and in a manner consistent with that customarily utilized in the gaming industry.

"*Nevada PUC*" means the Public Utilities Commission of Nevada.

"*Non-Project Assets*" means the Released Assets and:

(1) assets that, individually and in the aggregate, are not necessary to the development, construction and operation of the Project in accordance with the Plans and Specifications, and

(2) assets, the absence of which, individually or in the aggregate, would not result in the Completion Date occurring after the Outside Completion Deadline.

"*Non-Recourse Debt*" means Indebtedness:

(3) as to which neither Issuer, no Restricted Entity or any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness), (b) is directly or indirectly liable as a guarantor or otherwise, or (c) constitutes the lender;

(4) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary of Wynn Las Vegas) would permit upon notice, lapse of time or both any holder of any other Indebtedness of either Issuer, any Restricted Entity or any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity; and

(5) as to which the lenders have been notified in writing that they shall not have any recourse to the stock or assets of either Issuer, any Restricted Entity or any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity.

"*Note Guarantee*" means the Guarantee by each Guarantor of the Issuers' Obligations under this Indenture, the Notes and the Collateral Documents to which the Issuers are party and such other obligations as shall from time to time be guaranteed by the Guarantors under the Guarantees contained herein or executed pursuant to the provisions of this Indenture.

"*Notes*" has the meaning assigned to it in the preamble to this Indenture. The Initial Notes and the Additional Notes shall be treated as a single class for all purposes under this Indenture, and unless the context otherwise requires, all references to the Notes shall include the Initial Notes and any Additional Notes.

"*Obligations*" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness (including, without limitation, interest accruing at the then applicable rate provided in such documentation after the maturity of such Indebtedness and interest accruing at the then applicable rate provided in such documentation after the filing of a petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any debtor under such documentation, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding).

"*Office Building Lease*" means the Lease, dated as of the date of this Indenture, between Valvino Lamore, as lessor, and Wynn Las Vegas, as lessee, with respect to the lease of space in the building existing, on the date of this Indenture, on the Phase II Land, as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Officer*" means:

(1) with respect to a corporation, a Designated Officer of such corporation;

(2) with respect to a partnership, a Designated Officer of the general partner of such partnership; and

(3) with respect to a limited liability company, a Designated Officer of such limited liability company, or a Designated Officer of the manager or managing member of such limited liability company, as the case may be (or, if such manager or managing member is an individual, such individual).

"*Officers' Certificate*" means, with respect to any Person, a certificate signed on behalf of such Person by:

(1) with respect to a corporation, two Designated Officers of such corporation;

(2) with respect to a partnership, two Designated Officers of the general partner of such partnership; and

(3) with respect to a limited liability company, two Designated Officers of the manager or managing member of such limited liability company, as the case may be (or, if such manager or managing member is an individual, such individual).

"*Opinion of Counsel*" means an opinion from legal counsel who is reasonably acceptable to the Trustee, that meets the requirements of Section 13.05 hereof. The counsel may be an employee of or counsel to Wynn Las Vegas, any Restricted Entity, any of their respective Restricted Subsidiaries as the case may be, or the Trustee.

"*Opening Date*" means the date on which all or any portion of the Project is open for business, and the opening conditions set forth in the Disbursement Agreement have been satisfied.

"*Outside Completion Deadline*" means September 30, 2005, as that date may be extended from time to time pursuant to the Disbursement Agreement.

"*Parent Guarantee*" means a Guarantee by Wynn Resorts, in the event that it is required to provide a Guarantee under the terms of the Wynn Resorts Agreement.

"*Parent Guarantor*" means Wynn Resorts, in the event that it is required to provide a Guarantee under the terms of the Wynn Resorts Agreement.

"*Parent Security Agreement*" means a security agreement entered into by Wynn Resorts, in the event that it is required to provide a security interest under the terms of the Wynn Resorts Agreement.

"*Parking Facility Lease*" means the Parking Facility Lease, dated as of the date of this Indenture, between Valvino Lamore, as lessor, and Wynn Las Vegas, as lessee, with respect to the lease of land on which the parking lot structure for use by Wynn Las Vegas' employees shall be located, as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Participant*" means, with respect to the Depositary, a Person who has an account with the Depositary.

"*Pass Through Entity*" means any of (1) a grantor trust for federal or state income tax purposes or (2) an entity treated as a partnership or a disregarded entity for federal or state income tax purposes.

"*Permitted Business*" means:

(1) the gaming business;

(2) all businesses whether or not licensed by a Gaming Authority which are necessary for, incident to, useful to, arising out of, supportive of or connected to the development, ownership or operation of a Gaming Facility;

(3) any development, construction, ownership or operation of lodging, retail and restaurant facilities, sports or entertainment facilities, food and beverage distribution operations, transportation services (including operation of the Aircraft Assets), sales, leasing and repair of automobiles, parking services, or other activities related to the foregoing;

(4) any business (including any related and legally permissible internet business) that is a reasonable extension, development or expansion of any of the foregoing; and

(5) the ownership by a Person of Capital Stock in its direct Wholly Owned Subsidiaries.

"*Permitted C-Corp. Conversion*" means a transaction resulting in Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries becoming a subchapter "C" corporation under the Code, so long as, in connection with such transaction:

(1) the subchapter "C" corporation resulting from such transaction is a corporation organized and existing under the laws of any state of the United States or the District of Columbia and the Beneficial Owners of the Equity Interests of the subchapter "C" corporation shall be the same, and shall be in the same percentages, as the Beneficial Owners of Equity Interests of the applicable entity immediately prior to such transaction;

(2) the subchapter "C" corporation resulting from such transaction assumes in writing all of the obligations, if any, of the applicable entity under (a) this Indenture, the Notes, the Note Guarantees by the Guarantors and the Collateral Documents and (b) all other documents and instruments to which such Person is a party (other than, in the case of clause (a) only, any documents and instruments that, individually or in the aggregate, are not material to the subchapter "C" corporation);

(3) the subchapter "C" corporation resulting from such transaction complies with Section 4.31 hereof;

(4) the Trustee is given not less than 45 days' advance written notice of such transaction and evidence satisfactory to the Trustee (including, without limitation, title insurance and a satisfactory Opinion of Counsel) regarding the maintenance of the perfection and priority of liens granted, or intended to be granted, in favor of the Trustee in the Collateral following such transaction;

(5) such transaction would not cause or result in a Default or an Event of Default;

(6) such transaction does not result in the loss or suspension or material impairment of any Gaming License unless a comparable Gaming License is effective prior to or simultaneously with such loss, suspension or material impairment;

(7) such transaction does not require any Holder or Beneficial Owner of the Notes to obtain a Gaming License or be qualified or found suitable under the laws of any applicable gaming jurisdiction;

(8) Wynn Las Vegas shall have delivered to the Trustee an Opinion of Counsel of national repute in the United States reasonably acceptable to the Trustee confirming that neither Issuer, nor any Restricted Entity nor any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, nor any Guarantor nor any of the Holders shall recognize income, gain or loss for U.S. federal or state income tax purposes as a result of such Permitted C-Corp. Conversion; and

(9) Wynn Las Vegas shall have delivered to the Trustee a certificate of the Chief Financial Officer of Wynn Las Vegas confirming that the conditions in clauses (1) through (8) have been satisfied.

"*Permitted Investments*" means:

(1) any Investment (excluding any Investment by a Person that is a Guarantor in a Person, other than Wynn Las Vegas, that is not a Guarantor):

(a) by any entity in Wynn Las Vegas or in a Wholly Owned Subsidiary of Wynn Las Vegas;

(b) between Wynn Resorts Holdings and Valvino Lamore, excluding an Investment that includes any or all of the Golf Course Land, unless such Golf Course Land is then a Released Asset,

(c) by (i) any Restricted Entity or any Restricted Subsidiary of a Restricted Entity, that, in each case, is not a Guarantor in (ii) any Restricted Entity or any Restricted Subsidiary of a Restricted Entity that, in each case, is a Guarantor, or

(d) by any Wynn Group Entity in any Restricted Entity, so long as (i) the entity in which any such Investment is made is engaged in a Permitted Business, and (ii) such Investment is evidenced by Capital Stock or intercompany notes that are pledged to the Trustee as Primary Note Collateral;

(2) any Investment in Cash Equivalents;

(3) any Investment by Wynn Las Vegas or any Restricted Subsidiary of Wynn Las Vegas in a Person that is engaged in a Permitted Business and that is evidenced by Capital Stock or intercompany notes that are pledged to the Trustee as Primary Note Collateral, if as a result of such Investment:

(a) such Person becomes a Wholly Owned Restricted Subsidiary of Wynn Las Vegas; or

(b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys all or substantially all of its assets to, or is liquidated into, Wynn Las Vegas or a Wholly Owned Restricted Subsidiary of Wynn Las Vegas, and such Investment complies with the provisions of Section 5.01 hereof;

(4) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale or an Event of Loss of the type contemplated by clause (3) of the definition of "Event of Loss" that was made pursuant to and in compliance with Sections 4.10 or 4.16 hereof;

(5) any acquisition of assets acquired solely with Net New Equity Proceeds;

(6) any extensions of trade credit in the ordinary course of business and Investments received in compromise or settlement of obligations of trade creditors or customers that were incurred in the ordinary course of business, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer;

(7) Hedging Obligations;

(8) to the extent constituting an Investment, licenses of patents, trademarks and other intellectual property rights granted by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries in the ordinary course of business and not interfering in any material respect with the ordinary conduct of the business of such Person;

(9) the Water Company Rights Transfer; and

(10) to the extent constituting Investments, the incurrence of Indebtedness of Wynn Las Vegas, any Restricted Entity or Restricted Subsidiary, outstanding on the date of this Indenture, and any Permitted Refinancing Indebtedness thereof.

"*Permitted Liens*" means:

(1) Liens on property of a Person existing at the time such Person is merged into or consolidated with Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries, so long as such Liens were in existence prior to the contemplation of such merger or consolidation and do not extend to any assets other than those of the Person merged into or consolidated with Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries;

(2) Liens in favor of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries (other than Liens granted by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries), so long as if any such Liens are on any or all of the Collateral, such Liens are either:

(a) collaterally assigned to the Trustee, or

(b) contractually subordinated to the security interests in favor of the Trustee securing the obligations under the Notes and the Note Guarantees to at least the same extent as those security interests in favor of the Trustee are subordinated to the liens in favor of the representative of the lenders under the Credit Agreement pursuant to the Project Lenders Intercreditor Agreement;

(3) Liens on property existing at the time of acquisition thereof by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries (other than materials, supplies or FF&E acquired in connection with developing, constructing, expanding or equipping of the Project), so long as such Liens were in existence prior to the contemplation of such acquisition;

(4) Liens existing on the date of this Indenture and disclosed in the title commitment for the Deeds of Trust relating to the Project or in the applicable schedule(s) to the Credit Agreement, as in effect on the date of this Indenture;

(5) Liens to secure performance of statutory obligations of landlords and carriers, warehousemen, mechanics, suppliers, materialmen, repairmen or other like obligations arising in the ordinary course of business and with respect to amounts not yet delinquent for a period of more than 30 days or which are being contested in good faith by an appropriate process of law, so long as a reserve or other appropriate provision as shall be required by GAAP shall have been made therefor;

(6) prior to Final Completion, any Liens permitted under the Disbursement Agreement;

(7) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded, so long as any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor;

(8) Liens on the Collateral created by this Indenture and the Collateral Documents securing the Indebtedness and other Obligations under this Indenture and the Collateral Documents;

(9) Liens on the Collateral (other than the Exclusive Note Collateral) securing Indebtedness and other Obligations under the Credit Agreement that were permitted by the terms of this Indenture to be incurred;

(10) Liens on FF&E or other property or assets to secure Indebtedness permitted by clause (7) of Section 4.09(b) hereof, so long as such Liens do not at any time encumber any assets or property other than the assets or property financed by such Indebtedness, and the proceeds (including insurance proceeds), products, rents, profits, accessions and replacements thereof or thereto;

(11) Liens, pledges or deposits to secure the performance of bids, trade contracts (other than borrowed money), leases, statutory obligations, appeal bonds and other obligations of like nature, in each case, in the ordinary course of business, and lease obligations or nondelinquent obligations under workers' compensation, unemployment insurance or similar legislation;

(12) without duplication, (i) Government Transfers, and (ii) easements, rights-of-way, restrictions, zoning, minor defects or irregularities in title and other similar charges or encumbrances not interfering in any material respect with the business or assets of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries incurred in the ordinary course of business;

(13) Liens on Equity Interests in, and assets of, Unrestricted Subsidiaries of Wynn Las Vegas that secure Non-Recourse Debt of Unrestricted Subsidiaries;

(14) Liens on assets or property of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries arising by reason of any attachment or judgment not constituting an Event of Default under this Indenture, so long as:

(a) such Liens are being contested in good faith by appropriate proceedings, and

(b) such Liens are adequately bonded or adequate reserves have been established on the books of the applicable Person in accordance with GAAP;

(15) to the extent constituting Liens, ground leases and subleases in respect of the real property owned or leased by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries, to the extent that such ground leases and subleases are permitted under this Indenture and the Collateral Documents and any leasehold mortgage on the lessee's leasehold interest in the underlying real property in favor of any party financing the lessee under any such lease or sublease, so long as:

(a) neither Issuer nor any Restricted Entity nor any of their respective Restricted Subsidiaries is liable for the payment of any principal of, or interest, premiums or fees on, such financing, and

(b) the affected lease and leasehold mortgage are expressly made subject and subordinate to the Lien of the applicable mortgage securing the Notes, or a Note Guarantee, as the case may be;

(16) Uniform Commercial Code financing statements filed for precautionary purposes in connection with any true lease of property leased by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries, so long as any such financing statement does not cover any property other than the property subject to such lease and the proceeds (including insurance proceeds), products, rents, profits, accessions and replacements thereof or thereto;

(17) Liens securing Permitted Refinancing Indebtedness incurred in accordance with Section 4.09 hereof, so long as:

(a) the Indebtedness being refinanced by such Permitted Refinancing Indebtedness was secured, and

(b) such Liens do not at any time encumber any assets or property other than the assets or property secured by the Indebtedness being refinanced by such Permitted Refinancing Indebtedness, and the proceeds (including insurance proceeds), products, rents, profits, accessions and replacements thereof or thereto;

(18) Liens securing Indebtedness incurred in accordance with clauses (10), (11) and (12) of Section 4.09(b) hereof;

(19) Liens created or expressly contemplated by the Affiliate Agreements, in each case as in effect on the date of this Indenture, so long as such Liens do not secure Indebtedness;

(20) Liens securing Hedging Obligations permitted to be incurred in accordance with clause (5) of Section 4.09(b) hereof;

(21) licenses of patents, trademarks and other intellectual property rights granted by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries in the ordinary course of business and not interfering in any material respect with the ordinary conduct of the business of such Person;

(22) Liens on cash disbursed pursuant to the Disbursement Agreement and deposited with, or held for the account of, Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries securing reimbursement obligations under performance bonds, guaranties, trade letters of credit, bankers' acceptances or similar instruments permitted under clause (14) of Section 4.09(b) hereof, granted by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries in favor of the issuers of such performance bonds, guaranties, trade letters of credit or bankers' acceptances, so long as:

(a) any cash disbursed to secure such reimbursement obligations is invested in Permitted Securities only, and

(b) the amount of cash and/or Permitted Securities secured by such Liens does not exceed 110% of the amount of the Indebtedness secured thereby (ignoring, for purposes of this clause (b), any interest earned or paid on such cash and any dividends or distributions declared or paid in respect of such Permitted Investments);

(23) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; and

(24) Liens not specified in clauses (1) through (23) above and not otherwise permitted by Section 4.12 hereof, so long as the aggregate outstanding principal amount of the obligations secured by all such Liens in the aggregate does not exceed $1.0 million at any one time (collectively for all assets and property subject to such Liens).

provided that, with respect to any Collateral, notwithstanding the definition of "Permitted Liens," a Lien shall not be a Permitted Lien on such Collateral except to the extent that any applicable Collateral Document expressly permits the applicable Person to create, incur, assume or suffer to exist such Lien on such Collateral.

"*Permitted Refinancing Indebtedness*" means any Indebtedness of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, amend and restate, restate, defease or refund other Indebtedness of any Person (other than intercompany Indebtedness), so long as:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness extended, refinanced, renewed, replaced, defeased or refunded (plus all accrued interest on the Indebtedness and the amount of all expenses and premiums incurred in connection therewith), so long as if such Indebtedness is secured by a Lien described in clause (10) of the definition of "Permitted Liens," the principal amount, or accreted value shall not exceed the then current fair market value of the asset so encumbered;

(2) such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the

Weighted Average Life to Maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

(3) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the Notes or the Note Guarantees, such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and is subordinated in right of payment to, the Notes on terms at least as favorable to the Holders of Notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and

(4) such Indebtedness is incurred by the Person that is the obligor on the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded.

"*Permitted Securities*" means:

(1) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within 18 months from the date of acquisition; or

(2) shares of money market, mutual or similar funds which invest exclusively in assets satisfying the requirements of clause (1) of this definition.

"*Person*" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"*Phase II Land*" means the approximately 20 acre portion of the Project Site designated as the Phase II Land in the Collateral Documents, together with all improvements thereon and all rights appurtenant thereto.

"*Plans and Specifications*" has the meaning given that term in the Disbursement Agreement.

"*Presumed Tax Liability*" means, for any Person that is not a Pass Through Entity for any period, an amount equal to the product of (a) the Taxable Income allocated or attributable to such Person (directly or through one or more tiers of Pass Through Entities) (net of taxable losses allocated to such Person with respect to Wynn Las Vegas, the Completion Guarantor, any Restricted Entity or any of their respective Restricted Subsidiaries that (i) are, or were previously, deductible by such Person and (ii) have not previously reduced Taxable Income), and (b) the Presumed Tax Rate.

"*Presumed Tax Rate*" with respect to any Person for any period means the highest effective combined Federal, state and local income tax rate applicable during such period to a corporation organized under the laws of the State of Nevada, taxable at the highest marginal Federal income tax rate and the highest marginal Nevada and Las Vegas income tax rates (after giving effect to the Federal income tax deduction for such state and local income taxes, taking into account the effects of the alternative minimum tax, such effects being calculated on the assumption that such Person's only taxable income is the income allocated or attributable to such Person for such period (directly or through one or more tiers of Pass Through Entities) with respect to its equity interest in Wynn Las Vegas, the Completion Guarantor, any Restricted Entity or any of their respective Restricted Subsidiaries that is a Pass Through Entity). In determining the Presumed Tax Rate, the character of the items of income and gain comprising Taxable Income (*e.g.* ordinary income or long term capital gain) shall be taken into account.

"*Primary Note Collateral*" means all Collateral, other than the FF&E Collateral, together with the proceeds and products thereof (including, without limitation, the proceeds of Asset Sales).

"*Principal*" means Stephen A. Wynn.

"*Project*" means the Le Rêve Casino Resort, a large scale luxury hotel and destination casino resort, with related parking structure and Golf Course facilities to be developed on the Project Site, all as more particularly described in Exhibit T-1 to the Disbursement Agreement.

"*Project Assets*" means, with respect to the Project at any time, all of the assets then in use related to the Project including any real estate assets, any buildings or improvements thereon, and all equipment, furnishings and fixtures, but excluding any obsolete personal property determined by Wynn Las Vegas' Board of Directors to be no longer useful or necessary to the operations or support of the Project.

"*Project Budget*" means the Project Budget attached as Exhibit H-1 to the Disbursement Agreement.

"*Project Lease and Easement Agreements*" means:

(1) the Golf Course Lease,

(2) the Parking Facility Lease,

(3) the Driving Range Lease,

(4) the Office Building Lease,

(5) the Shuttle Easement Agreement, and

(6) the Dealership Lease Agreement,

in each case, as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Project Lenders Intercreditor Agreement*" means the Intercreditor Agreement, dated as of the date of this Indenture, between the Trustee and a representative of the lenders under the Credit Agreement, as amended, modified or otherwise supplemented from time to time in accordance with its terms.

"*Project Related Indebtedness*" means Indebtedness for borrowed money incurred by Wynn Resorts, the proceeds of which are contributed, directly or indirectly, as common equity capital to Wynn Las Vegas and its Restricted Subsidiaries, so long as neither Issuer, no Restricted Entity nor any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity:

(1) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) as to such Indebtedness,

(2) is directly or indirectly liable as a guarantor or otherwise as to such Indebtedness, or

(3) constitutes the lender of such Indebtedness.

"*Project Site*" means the approximately 212 acre site upon which the Project shall be located, together with all easements, licenses and other rights running for the benefit of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries and/or appurtenant thereto, and all as more particularly described in Exhibit D hereto.

"*Qualified Equity Offering*" means a bona fide offering of common stock (other than Disqualified Stock) of Wynn Resorts which results in gross proceeds to Wynn Resorts of at least $50.0 million, to the extent that such gross receipts are contributed as a cash common equity contribution to Wynn Las Vegas.

"*Qualified Intercompany Agreement*" means any agreement entered into by or among one or more of the Restricted Entities, on the one hand, and one or more of Wynn Resorts or any of its Subsidiaries, on the other hand, for the provision of goods, rights and/or services to be used in Permitted Businesses related to or in connection with and, in any event, for the benefit of, the Project,

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so long as the Affiliate Transactions effected under such Qualified Intercompany Agreement satisfy the requirements of Section 4.11 hereof.

"*Related Party*" means:

(1) any 80% (or more) owned Subsidiary, heir, estate, lineal descendent or immediate family member of the Principal; or

(2) any trust, corporation, partnership or other entity, the beneficiaries, equity holders, partners, owners or Persons beneficially holding an 80% or more controlling interest of which consist of the Principal and/or such other Persons referred to in the immediately preceding clause (1).

"*Released Assets*" means any item of Collateral for which conditions to its release are expressly set forth in this Indenture or the Collateral Documents (it being understood that conditions incorporated by reference to the Credit Agreement or other documents shall be considered expressly set forth for this purpose), and as to which such conditions have been met, including, subject to meeting the applicable conditions, the Golf Course Land, the Phase II Land, the funds securing the Completion Guarantee (initially, $50.0 million) and the funds deposited in the Liquidity Reserve Account (initially, $30.0 million). Any such item of Collateral shall cease to be a Released Asset in the event, and to the extent, that Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries is required to grant a security interest therein in favor of the Trustee to secure the Notes or a Note Guarantee pursuant to Section 10.03 hereof.

"*Replacement Aircraft*" means the corporate aircraft to be acquired with Permitted Refinancing Indebtedness.

"*Replacement Aircraft Indebtedness*" means Indebtedness represented by Capital Lease Obligations, mortgage financings or purchase money obligations incurred by Wynn Resorts or a direct Wholly Owned Subsidiary (which may be a trust) of Wynn Resorts (other than Wynn Capital, Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries) for the purpose of financing all or part of the purchase price of a Replacement Aircraft, so long as:

(1) the principal amount of such Indebtedness does not exceed the cost (including sales and excise taxes, installation and delivery charges and other direct costs of, and other direct expenses paid or charged in connection with, such purchase) of the Replacement Aircraft purchased with the proceeds thereof,

(2) the aggregate principal amount of such Indebtedness does not exceed $55.0 million at any time outstanding, and

(3) neither Issuer, no Restricted Entity nor any of their respective Restricted Subsidiaries:

(a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness) as to such Indebtedness,

(b) is directly or indirectly liable as a guarantor or otherwise as to such Indebtedness, or

(c) constitutes the lender of such Indebtedness.

"*Responsible Officer*," when used with respect to the Trustee, means any officer within the corporate trust department of the Trustee located at the Corporate Trust Office of the Trustee (or any successor group of the Trustee) or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"*Restricted Entity*" means any of Desert Inn Water Company, Valvino Lamore, Wynn Design, Wynn Resorts Holdings, Las Vegas Jet, LLC, World Travel, LLC and Palo, LLC.

"*Restricted Investment*" means an Investment other than a Permitted Investment.

"*Restricted Subsidiary*" means (1) as to Wynn Las Vegas, any Subsidiary of Wynn Las Vegas that is not an Unrestricted Subsidiary, or (2) as to any Restricted Entity, any Subsidiary of a Restricted Entity, other than (a) any other Restricted Entity, (b) the Issuers or (c) any Subsidiary of either Issuer.

"*SEC*" means the Securities and Exchange Commission.

"*Secured Account*" means the secured account subject to the Secured Account Agreement, into which the net proceeds of the Notes are required to be deposited.

"*Secured Account Agreement*" means the Secured Account Agreement, dated as of the date of this Indenture, among the Issuers, the securities intermediary named therein, and the Trustee, as amended, modified or otherwise supplemented from time to time in accordance with its terms, this Indenture and the other Collateral Documents.

"*Securities Act*" means the Securities Act of 1933, as amended.

"*S&P*" means Standard & Poor's Rating Services, a division of the McGraw Hill Companies, Inc., or any successor to its statistical rating business, except that any reference to a particular rating by S&P shall be deemed to be a reference to the corresponding rating by any such successor.

"*Shuttle Easement Agreement*" means the Easement Agreement, dated as of the date of this Indenture, among Wynn Resorts Holdings, Valvino Lamore and Wynn Las Vegas, as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Significant Restricted Entity*" means:

(1) Valvino Lamore,

(2) Wynn Resorts Holdings,

(3) Desert Inn Water Company, or

(4) any Restricted Entity if it (a) contributes at least 10% of the Restricted Entities' total consolidated income from continuing operations before income taxes, extraordinary items, or (b) owns at least 10% of the Restricted Entities' total assets on a consolidated basis.

"*Significant Restricted Subsidiary*" means:

(1) with respect to any Restricted Subsidiary of Wynn Las Vegas, such Subsidiary if it (a) contributes at least 10% of Wynn Las Vegas' and its Restricted Subsidiaries' total consolidated income from continuing operations before income taxes, extraordinary items, or (b) owns at least 10% of Wynn Las Vegas' and its Restricted Subsidiaries' total assets on a consolidated basis, and

(2) with respect to any Restricted Subsidiary of a Restricted Entity, such Subsidiary if it (a) contributes at least 10% of the Restricted Entities' and their Restricted Subsidiaries' total consolidated income from continuing operations before income taxes, extraordinary items, or (b) owns at least 10% of the Restricted Entities' and their Restricted Subsidiaries' total assets on a consolidated basis.

"*Solvent*" means, when used with respect to any Person, as of any date of determination:

(1) the amount of the "present fair saleable value" of the assets of such Person shall, as of such date, exceeds the amount of all "liabilities of such Person, contingent or otherwise," as of such date, as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors,

(2) such Person does not reasonably expect that such person may be unable to pay the liability of such Person on its debts as such debts become absolute and matured,

(3) such Person shall not have, as of such date, an unreasonably small amount of capital with which to conduct its business,

(4) such Person shall be able to pay its undisputed debts generally as they mature, and

(5) such Person is not insolvent within the meaning of any applicable requirements of law.

In addition, for purposes of this definition, (a)"debt" means liability on a "claim," and (b) "claim" means any (i) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (ii) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured.

"*Stated Maturity*" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"*Steve Wynn Capital Contribution*" means the common equity capital contribution by Wynn Resorts Holdings to Wynn Las Vegas in immediately available funds of the purchase price of the Golf Course Land released pursuant to Section 10.03(d) hereof.

"*Stockholders Agreement*" means that certain Stockholders Agreement, dated as of April 11, 2002, by and among Stephen A. Wynn, Baron Asset Fund and Aruze USA, as in effect on the date of this Indenture.

"*Subsidiary*" means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

"*Tax Amount*" means, with respect to any period, (1) in the case of any direct or indirect member of any of Wynn Las Vegas, the Completion Guarantor, any Restricted Entity or any of their respective Restricted Subsidiaries that is a Pass Through Entity, the Presumed Tax Liability of such direct or indirect member, and (2) with respect to any of Wynn Las Vegas, the Completion Guarantor, the Restricted Entities or any of their respective Restricted Subsidiaries that are Consolidated Members, the aggregate federal income tax liability such Persons would owe for such period if each was a corporation filing federal income tax returns on a stand alone basis at all times during its existence and, if any of the Consolidated Members files a consolidated or combined state income tax return such that it is not paying its own state income taxes, then Tax Amount shall also include the aggregate state income tax liability such Consolidated Members would have paid for such period if each was a corporation filing state income tax returns on a stand alone basis at all times during its existence.

"*Tax Distribution*" means a distribution in respect of taxes pursuant to clause (5) of Section 4.07(b) hereof.

"*Tax Indemnification Agreement*" means the Tax Indemnification Agreement, dated as of the date of this Indenture, among Wynn Resorts, Valvino Lamore, Stephen A. Wynn, Aruze USA, Baron Asset Fund, a Massachusetts business trust, on behalf of the Baron Asset Fund Series, Baron Asset Fund, a Massachusetts business trust, on behalf of the Baron Growth Fund Series, and Kenneth R. Wynn Family Trust dated February 20, 1985, as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Taxable Income*" means, with respect to any Person for any period, the taxable income or loss of such Person for such period for federal income tax purposes as a result of such Persons equity ownership of Wynn Las Vegas, the Completion Guarantor, any Restricted Entity or any of their respective Restrictive Subsidiaries that are Pass Through Entities for such period; *provided, however,* that all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss.

"*TIA*" means the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbbb) as in effect on the date on which this Indenture is qualified under the TIA.

"*Trustee*" means the party named as such in the preamble to this Indenture until a successor replaces it in accordance with the applicable provisions of this Indenture and thereafter means the successor serving hereunder.

"*Unrestricted Subsidiary*" means (1) Desert Inn Improvement Co., (2) the Completion Guarantor and (3) any Subsidiary of Wynn Las Vegas, other than Wynn Capital, that is designated by the Board of Directors of Wynn Las Vegas as an Unrestricted Subsidiary pursuant to a resolution of the Board of Directors (and any Subsidiary of each such Unrestricted Subsidiary), but only to the extent that such Subsidiary of Wynn Las Vegas:

(1) has no Indebtedness other than Non-Recourse Debt;

(2) is not party to any agreement, contract, arrangement or understanding with either Issuer, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity or any Guarantor unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to such Person than those that (a) might be obtained at the time from Persons who are not Affiliates of such Person, (b) are Permitted Investments or transactions permitted as Restricted Payments under Section 4.07 hereof, or (c) are Affiliate Transactions permitted under Section 4.11 hereof;

(3) is a Person with respect to which neither Issuer, nor any Restricted Entity, nor any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, nor any Guarantor has any direct or indirect obligation (a) to subscribe for additional Equity Interests or (b) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results;

(4) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of either Issuer, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, or any Guarantor; and

(5) has at least one director on its Board of Directors that is not a director or executive officer of either Issuer, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, or any Guarantor and has at least one executive officer that is not a director or executive officer of either Issuer, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, or any Guarantor.

Any designation of a Subsidiary of Wynn Las Vegas as an Unrestricted Subsidiary shall be evidenced to the Trustee by filing with the Trustee a certified copy of the resolution of Wynn Las Vegas' Board of Directors giving effect to such designation and an Officers' Certificate certifying that such designation complied with the preceding conditions and was permitted by Section 4.07 hereof. If, at any time, any Unrestricted Subsidiary of Wynn Las Vegas would fail to meet the preceding requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary of Wynn Las Vegas for purposes of this Indenture and any Indebtedness of such Subsidiary shall be deemed to be incurred by a Restricted Subsidiary of Wynn Las Vegas as of such date and, if such Indebtedness is not permitted to be incurred as of such date under Section 4.09 hereof, Wynn Las Vegas shall be in default of such covenant. The Board of Directors of Wynn Las Vegas may at any time designate Desert Inn Improvement Co. or any Unrestricted Subsidiary of Wynn Las Vegas to be a Restricted Entity or a Restricted Subsidiary, as the case may be. Such designation shall be deemed to be an incurrence of Indebtedness by a Restricted Entity or a Restricted Subsidiary of Wynn Las Vegas, as the case may be, of any outstanding Indebtedness of such Unrestricted Subsidiary and such designation shall only be permitted if (1) such Indebtedness is permitted under Section 4.09 hereof calculated on a pro forma basis as if such designation had occurred at the beginning of the four-quarter reference period and (2) no Default or Event of Default would be in existence following such designation.

"*Valvino Lamore*" means Valvino Lamore, LLC, a Nevada limited liability company.

"*Voting Stock*" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"*Water Companies*" means:

(1) Desert Inn Water Company, and

(2) Desert Inn Improvement Co.

"*Water Rights*" means: (1) with respect to any Person, all of such Person's right, title and interest in and to any water stock, permits or entitlements and any other water rights related to or appurtenant to property owned or leased by such Person, and (2) with respect to any property, any water stock, permits or entitlements and any other water rights related to or appurtenant to such property.

"*Water Rights Agreement*" means the Water Rights Agreement, dated as of the date of this Indenture, among the Issuers and the Restricted Entities, as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Water Rights Transfer*" means a transfer, following receipt of Nevada PUC approval, of Water Rights, (1) from Desert Inn Improvement Co. to Wynn Resorts Holdings to be used in connection with the Golf Course Land, and (2) from Desert Inn Improvement Co. or Wynn Resorts Holdings to Wynn Las Vegas to be used in connection with the Project water feature.

"*Water Show Entertainment Production Agreement*" means the Agreement, dated January 25, 2001, between Wynn Resorts Holdings and Calitri Services and Licensing Limited Liability Company, as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Water Supply Agreement*" means the Water Supply Agreement, dated as of the date of this Indenture, between Desert Inn Improvement Co. and Wynn Las Vegas, as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Weighted Average Life to Maturity*" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof, by (b) the number of years (calculated to the nearest one-twelfth) that shall elapse between such date and the making of such payment; by

(2) the then outstanding principal amount of such Indebtedness.

"*Wholly Owned Restricted Subsidiary*" of any specified Person means a Restricted Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) shall at the time be owned by such Person or by one or more Wholly Owned Restricted Subsidiaries of such Person.

"*Wholly Owned Subsidiary*" of any specified Person means a Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) shall at the time be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person.

"*Wynn Capital*" means Wynn Las Vegas Capital Corp., a Nevada corporation.

"*Wynn Design*" means Wynn Design & Development, LLC, a Nevada limited liability company.

"*Wynn Design Agreement*" means the Wynn Design Agreement, dated as of the date of this Indenture, between Wynn Las Vegas and Wynn Design, as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Wynn Employment Agreement*" means the Employment Agreement, dated as of October 4, 2002, between Wynn Resorts and Stephen A. Wynn, as amended, modified or otherwise supplemented from time to time in accordance with Section 4.28 hereof.

"*Wynn Group Entities*" means (1) Palo, LLC, (2) Wynn Design and (3) each of their respective Subsidiaries.

"*Wynn Home Site Land*" means an approximately two acre tract of land located on the Golf Course Land where a personal residence for Stephen A. Wynn may be built, after the release of the Trustee's Liens (for the benefit of the Holders) thereon in accordance with Section 10.03(d).

"*Wynn Las Vegas*" means Wynn Las Vegas, LLC, a Nevada limited liability company.

"*Wynn Put Agreement*" means the Agreement, dated as of June 13, 2002, among Stephen A. Wynn and Wynn Resorts, relating to the Buy-Sell Agreement, as amended, modified or otherwise supplemented from time to time in accordance with the Wynn Resorts Agreement.

"*Wynn Resorts*" means Wynn Resorts, Limited, a Nevada corporation.

"*Wynn Resorts Agreement*" means the Wynn Resorts Agreement, dated as of the date of this Indenture, by Wynn Resorts in favor of the Trustee.

"*Wynn Resorts Holdings*" means Wynn Resorts Holdings, LLC, a Nevada limited liability company (formerly known as Wynn Resorts, LLC).

Section 1.02 *Other Definitions.*

Term	Defined in Section
"Affiliate Transaction"	4.11
"Asset Sale Offer"	4.10
"Authentication Order"	2.02
"Change of Control Offer"	4.15
"Change of Control Payment"	4.15
"Change of Control Payment Date"	4.15
"Covenant Defeasance"	8.03
"DTC"	2.03, 2.06
"Event of Default"	6.01
"Event of Loss Offer"	4.16
"Excess Proceeds"	4.10
"Excess Proceeds Offer"	4.10
"incur"	4.09
"Legal Defeasance"	8.02
"Offer Amount"	3.10
"Offer Period"	3.10
"Paying Agent"	2.03
"Payment Default"	6.01
"Permitted Debt"	4.09
"Purchase Date"	3.09
"Reference Period"	4.09
"refinancing"	10.03
"Registrar"	2.03
"Restricted Payments"	4.07
"Steve Wynn Capital Contribution	10.03

Section 1.03 *Incorporation by Reference of Trust Indenture Act.*

Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture.

The following TIA terms used in this Indenture have the following meanings:

"*Commission*" means the SEC;

"*indenture securities*" means the Notes;

"*indenture security Holder*" means a Holder of a Note;

"*indenture to be qualified*" means this Indenture;

"*indenture trustee*" or "*institutional trustee*" means the Trustee; and

"*obligor*" on the Notes and the Note Guarantees means the Issuers and the Guarantors, respectively, and any successor obligor upon the Notes and the Note Guarantees, respectively.

All other terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule under the TIA have the meanings so assigned to them.

Section 1.04 *Rules of Construction.*

Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(3) "or" is not exclusive;

(4) words in the singular include the plural, and in the plural include the singular;

(5) "will" shall be interpreted to express a command;

(6) provisions apply to successive events and transactions;

(7) references to sections of or rules under the Securities Act shall be deemed to include substitute, replacement of successor sections or rules adopted by the SEC from time to time;

(8) references to any statute, law, rule or regulation shall be deemed to refer to the same as from time to time amended and in effect and to any successor statute, law, rule or regulation; and

(9) references to any contract, agreement or instrument shall mean the same as amended, modified, supplemented or amended and restated from time to time, in each case, in accordance with any applicable restrictions contained therein, in this Indenture or in any Collateral Document, as the case may be.

ARTICLE 2.

THE NOTES

Section 2.01 *Form and Dating.*

(a) *General.* The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A hereto. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage. Each Note shall be dated the date of its authentication. The Notes shall be in denominations of $1,000 and integral multiples thereof.

The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture and the Issuers, the Guarantors and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

(b) *Global Notes.* Notes issued in global form shall be substantially in the form of Exhibit A attached hereto (including the Global Note Legend thereon and the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Notes issued in definitive form shall also be substantially in the form of Exhibit A attached hereto (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it represents the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Section 2.06 hereof.

Section 2.02 *Execution and Authentication.*

Two Officers on behalf of each of Wynn Las Vegas and Wynn Capital must sign the Notes for the Issuers by manual or facsimile signature.

If an Officer whose signature is on a Note no longer holds that office at the time a Note is authenticated, the Note shall nevertheless be valid.

A Note shall not be valid until authenticated by the manual signature of the Trustee. The signature shall be conclusive evidence that the Note has been authenticated under this Indenture.

The Trustee shall, upon receipt of a written order of the Issuers signed by two Officers of each of Wynn Las Vegas and Wynn Capital (an "*Authentication Order*"), authenticate Notes for original issue up to the aggregate principal amount of the Notes (including Notes to be issued in substitution for outstanding Notes to reflect any name change of either Issuer, by succession permitted hereunder or otherwise).

The Issuers may issue Notes in a maximum aggregate principal amount of (a) $440 million, *less* (b) the aggregate principal amount of all Indebtedness incurred pursuant to clauses (11) and (12) of Section 4.09(b) hereof, other than through the issuance of Additional Notes under this Indenture. The aggregate principal amount of Notes outstanding at any time may not exceed such maximum amount except as provided in Section 2.07 hereof.

The Trustee may appoint an authenticating agent acceptable to the Issuers to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders or an Affiliate of the Issuers.

Section 2.03 *Registrar and Paying Agent.*

The Issuers shall maintain an office or agency where Notes may be presented for registration of transfer or for exchange ("*Registrar*") and an office or agency where Notes may be presented for payment ("*Paying Agent*"). The Registrar shall keep a register of the Notes and of their transfer and exchange. The

Issuers may appoint one or more co-registrars and one or more additional paying agents. The term "Registrar" includes any co-registrar and the term "Paying Agent" includes any additional paying agent. The Issuers may change any Paying Agent or Registrar without notice to any Holder. The Issuers shall notify the Trustee in writing of the name and address of any Agent not a party to this Indenture. If the Issuers fail to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall act as such. Either or both of the Issuers or any of their Subsidiaries may act as Paying Agent or Registrar.

The Issuers initially appoint The Depository Trust Company ("*DTC*") to act as Depositary with respect to the Global Notes.

The Issuers initially appoint the Trustee to act as the Registrar and Paying Agent and to act as Custodian with respect to the Global Notes.

Section 2.04 *Paying Agent to Hold Money in Trust.*

The Issuers shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent shall hold in trust for the benefit of Holders or the Trustee all money held by the Paying Agent for the payment of principal, premium, if any, or interest on the Notes, and shall notify the Trustee of any default by the Issuers in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Issuers at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Issuers or a Subsidiary thereof) shall have no further liability for the money. If either Issuer or a Subsidiary acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders all money held by it as Paying Agent. Upon any bankruptcy or reorganization proceedings relating to the Issuers, the Trustee shall serve as Paying Agent for the Notes.

Section 2.05 *Holder Lists.*

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders and shall otherwise comply with TIA § 312(a). If the Trustee is not the Registrar, the Issuers shall furnish to the Trustee at least seven Business Days before each interest payment date and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders of Notes and the Issuers shall otherwise comply with TIA § 312(a).

Section 2.06 *Transfer and Exchange.*

(a) *Transfer and Exchange of Global Notes.* A Global Note may not be transferred as a whole except by the Depositary to a nominee of the Depositary, by a nominee of the Depositary to the Depositary or to another nominee of the Depositary, or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. All Global Notes shall be exchanged by the Issuers for Definitive Notes if:

(1) Wynn Las Vegas delivers to the Trustee written notice from the Depositary that it is unwilling or unable to continue to act as Depositary or that it is no longer a clearing agency registered under the Exchange Act and, in either case, a successor Depositary is not appointed by Wynn Las Vegas within 90 days after the date of such notice from the Depositary; or

(2) following the occurrence and during the continuation of a Default or Event of Default, any Person having a beneficial interest in a Global Note requests that the Global Notes should be exchanged for Definitive Notes and delivers a written notice to such effect to the Trustee.

Upon the occurrence of either of the preceding events in (1) or (2) above, Definitive Notes shall be issued in such names as the Depositary shall instruct the Trustee. Global Notes also may be exchanged or replaced, in whole or in part, as provided in Sections 2.07 and 2.10 hereof. Every Note authenticated and delivered in exchange for, or in lieu of, a Global Note or any portion thereof, pursuant to this Section 2.06 or Section 2.07 or 2.10 hereof, shall be authenticated and delivered in the form of, and shall be, a Global Note. A Global Note may not be exchanged for another Note other than as provided in this Section 2.06(a). However, beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.06(b) or (c) hereof.

Neither Issuer nor the Trustee will be liable for any delay by a Holder of a Global Note or the Depositary in identifying the beneficial owners of Notes, except as a result of such Issuer's or Trustee's own negligent action, negligent failure to act or own willful misconduct, as the case may be. In the absence of bad faith on their part, the Issuers and the Trustee may conclusively rely on, and will be protected in relying on written instructions from the Holder of a Global Note or the Depositary for all purposes under this Indenture.

(b) *Transfer and Exchange of Beneficial Interests in the Global Notes.* The transfer and exchange of beneficial interests in the Global Notes shall be effected through the Depositary, in accordance with the provisions of this Indenture and the Applicable Procedures. Beneficial interests in the Global Notes shall be subject to restrictions on transfer comparable to those set forth herein to the extent required by the Securities Act. Transfers of beneficial interests in the Global Notes also shall require compliance with either subparagraph (1) or (2) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

(1) *Transfer and Exchange of Beneficial Interests in the Same Global Note.* Beneficial interests in any Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in a Global Note. No written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this Section 2.06(b)(1).

(2) *Transfer and Exchange of Beneficial Interests in Global Notes for Definitive Notes.* If any holder of a beneficial interest in a Global Note proposes to exchange such beneficial interest for a Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Definitive Note, then the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(f) hereof, and the Issuers shall execute and the Trustee shall authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.06(b)(2) shall be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest requests through instructions to the Registrar from or through the Depositary and the Participant or Indirect Participant.

(c) *Transfer and Exchange of Definitive Notes for Beneficial Interests in Global Notes.* A Holder of a Definitive Note may exchange such Note for a beneficial interest in a Global Note or transfer such Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in a Global Note at

any time. Upon receipt of a request for such an exchange or transfer, the Trustee shall cancel the applicable Definitive Note and increase or cause to be increased the aggregate principal amount of one of the Global Notes.

(d) *Transfer and Exchange of Definitive Notes for Definitive Notes.* Upon request by a Holder of Definitive Notes and such Holder's compliance with the provisions of this Section 2.06(d), the Registrar shall register the transfer or exchange of Definitive Notes. Prior to such registration of transfer or exchange, the requesting Holder must present or surrender to the Registrar the Definitive Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder or by its attorney, duly authorized in writing. In addition, the requesting Holder must provide any additional certifications, documents and information, as applicable, required pursuant to the Applicable Procedures or reasonably requested by the Issuers to demonstrate compliance by such Holder with applicable law.

(e) *Legends.* The following legends shall appear on the face of all Global Notes and Definitive Notes issued under this Indenture unless specifically stated otherwise in the applicable provisions of this Indenture.

(1) *Global Note Legend.* Each Global Note shall bear a legend in substantially the following form:

"THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (1) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.06 OF THE INDENTURE, (2) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.06(a) OF THE INDENTURE, (3) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.11 OF THE INDENTURE AND (4) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF WYNN LAS VEGAS, LLC AND WYNN LAS VEGAS CAPITAL CORP.

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN DEFINITIVE FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS CERTIFICATE IS

PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) ("*DTC*"), TO THE ISSUERS OR THEIR AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

(f) *Cancellation and/or Adjustment of Global Notes.* At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 2.11 hereof. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who shall take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes represented by such Global Note shall be reduced accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who shall take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such increase.

(g) *General Provisions Relating to Transfers and Exchanges.*

(1) To permit registrations of transfers and exchanges, the Issuers shall execute and the Trustee shall authenticate Global Notes and Definitive Notes upon receipt of an Authentication Order in accordance with Section 2.02 or at the Registrar's request.

(2) No service charge shall be made to a Holder of a Global Note or to a Holder of a Definitive Note for any registration of transfer or exchange, but the Issuers may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or similar governmental charge payable upon exchange or transfer pursuant to Sections 2.10, 3.06, 3.10, 4.10, 4.15, 4.16 and 9.05 hereof).

(3) The Registrar shall not be required to register the transfer of or exchange any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part.

(4) All Global Notes and Definitive Notes issued upon any registration of transfer or exchange of Global Notes or Definitive Notes shall be the valid obligations of the Issuers, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Notes or Definitive Notes surrendered upon such registration of transfer or exchange.

(5) The Issuers shall not be required:

(A) to issue, to register the transfer of or to exchange any Notes during a period beginning at the opening of business 15 days before the day of any selection of Notes for redemption under Section 3.02 hereof and ending at the close of business on the day of selection;

(B) to register the transfer of or to exchange any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part; or

(C) to register the transfer of or to exchange a Note between a record date and the next succeeding interest payment date.

(6) Prior to due presentment for the registration of a transfer of any Note, the Trustee, any Agent and the Issuers may deem and treat the Person in whose name any Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Notes and for all other purposes, and none of the Trustee, any Agent or the Issuers shall be affected by notice to the contrary.

(7) The Trustee shall authenticate Global Notes and Definitive Notes in accordance with the provisions of Section 2.02 hereof.

(8) All certifications and certificates required to be submitted to the Registrar pursuant to this Section 2.06 to effect a registration of transfer or exchange may be submitted by facsimile.

Section 2.07 *Replacement Notes.*

If any mutilated Note is surrendered to the Trustee or the Issuers and the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, the Issuers shall issue and the Trustee, upon receipt of an Authentication Order, shall authenticate a replacement Note if the Trustee's requirements are met. If required by the Trustee or the Issuers, an indemnity bond must be supplied by the Holder that is sufficient in the judgment of the Trustee and the Issuers to protect the Issuers, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Issuers may charge for their expenses in replacing a Note.

Every replacement Note is an additional obligation of the Issuers and shall be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes duly issued hereunder.

Section 2.08 *Outstanding Notes.*

The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions hereof, and those described in this Section as not outstanding. Except as set forth in Section 2.09 hereof, a Note does not cease to be outstanding because the Issuers or an Affiliate of either Issuer holds the Note.

If a Note is replaced pursuant to Section 2.07 hereof, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a protected purchaser.

If the principal amount of any Note is considered paid under Section 4.01 hereof, it ceases to be outstanding and interest on it ceases to accrue.

If the Paying Agent (other than an Issuer, a Subsidiary of an Issuer or an Affiliate of any thereof) holds, on a redemption date or maturity date, money sufficient to pay Notes payable on that date, then on and after that date such Notes shall be deemed to be no longer outstanding and shall cease to accrue interest.

Section 2.09 *Treasury Notes.*

In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Issuers, or any of their Affiliates, shall be considered as though not outstanding, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes that the Trustee knows are so owned shall be so disregarded.

Section 2.10 *Temporary Notes.*

Until certificates representing Notes are ready for delivery, the Issuers may prepare and the Trustee, upon receipt of an Authentication Order, shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of certificated Notes but may have variations that the Issuers consider appropriate for temporary Notes and as may be reasonably acceptable to the Trustee. Without unreasonable delay, the Issuers shall prepare and the Trustee shall authenticate Definitive Notes in exchange for temporary Notes.

Holders of temporary Notes shall be entitled to all of the benefits of this Indenture.

Section 2.11 *Cancellation.*

The Issuers at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and shall destroy canceled Notes in its customary manner (subject to the record retention requirement of the Exchange Act). Certification of the destruction of all canceled Notes shall be delivered to the Issuers. The Issuers may not issue new Notes to replace Notes that they have paid or that have been delivered to the Trustee for cancellation.

Section 2.12 *Defaulted Interest.*

If the Issuers default in a payment of interest on the Notes, they shall pay the defaulted interest in any lawful manner plus, to the extent lawful, interest payable on the defaulted interest, to the Persons who are Holders on a subsequent special record date, in each case at the rate provided in the Notes and in Section 4.01 hereof. The Issuers shall notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each Note and the date of the proposed payment. The Issuers shall fix or cause to be fixed each such special record date and payment date, *provided* that no such special record date may be less than 10 days prior to the related payment date for such defaulted interest. At least 15 days before the special record date, the Issuers (or, upon the written request of the Issuers, the Trustee in the name and at the expense of the Issuers) shall mail or cause to be mailed to Holders a notice that states the special record date, the related payment date and the amount of such interest to be paid.

ARTICLE 3.

Section 3.01 *Notices to Trustee.*

If the Issuers elect to redeem Notes pursuant to the optional redemption provisions of Section 3.07 hereof, they must furnish to the Trustee, at least 30 days but not more than 60 days before a redemption date, an Officers' Certificate setting forth:

(a) the clause of this Indenture pursuant to which the redemption shall occur;

(b) the redemption date;

(c) the principal amount of Notes to be redeemed; and

(d) the redemption price.

Section 3.02 *Selection of Notes to Be Redeemed or Purchased.*

If less than all of the Notes are to be redeemed or purchased in an offer to purchase at any time, the Trustee shall select Notes for redemption or purchase as follows:

(a) if the Notes are listed on any national securities exchange, in compliance with the requirements of the principal national securities exchange on which the Notes are listed; or

(b) if the Notes are not listed on any national securities exchange, on a *pro rata* basis, by lot or by such method as the Trustee shall deem fair and appropriate.

In the event of partial redemption or purchase by lot, the particular Notes to be redeemed or purchased shall be selected, unless otherwise provided herein, not less than 30 nor more than 60 days prior to the redemption or purchase date by the Trustee from the outstanding Notes not previously called for redemption or purchase.

The Trustee shall promptly notify the Issuers in writing of the Notes selected for redemption or purchase and, in the case of any Note selected for partial redemption or purchase, the principal amount thereof to be redeemed or purchased. Notes and portions of Notes selected shall be in amounts of $1,000 or whole multiples of $1,000; *provided*, *however*, that if all of the Notes of a Holder are to be redeemed or purchased, the entire outstanding amount of Notes held by such Holder, even if not a multiple of $1,000, shall be redeemed or purchased. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption or purchase also apply to portions of Notes called for redemption or purchase.

Section 3.03 *Notice of Redemption.*

Subject to the provisions of Section 3.10 hereof, at least 30 days but not more than 60 days before a redemption date, the Issuers shall mail or cause to be mailed, by first class mail, a notice of redemption to each Holder whose Notes are to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of this Indenture pursuant to Articles 8 or 12 of this Indenture.

The notice shall identify the Notes to be redeemed and shall state:

(a) the redemption date;

(b) the redemption price;

(c) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the redemption date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion shall be issued upon cancellation of the original Note;

(d) the name and address of the Paying Agent;

(e) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(f) that, unless the Issuers default in making such redemption payment, interest on Notes called for redemption ceases to accrue on and after the redemption date;

(g) the paragraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed; and

(h) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Notes.

At the Issuers' request, the Trustee shall give the notice of redemption in the Issuers' name and at their expense; *provided*, *however*, that the Issuers have delivered to the Trustee, at least 45 days prior to the redemption date, an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph.

Section 3.04 *Effect of Notice of Redemption.*

Once notice of redemption is mailed in accordance with Section 3.03 hereof, Notes called for redemption become irrevocably due and payable on the redemption date at the redemption price. A notice of redemption may not be conditional.

Section 3.05 *Deposit of Redemption or Purchase Price.*

On or before 11:00 a.m. (New York City time) on the redemption or purchase price date, the Issuers shall deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption or purchase price of and accrued interest and premium, if any, on all Notes to be redeemed or purchased on that date. The Trustee or the Paying Agent shall promptly return to the Issuers any money deposited with the Trustee or the Paying Agent by the Issuers in excess of the amounts necessary to pay the redemption or purchase price of, and accrued interest and premium, if any, on, all Notes to be redeemed or purchased.

If the Issuers comply with the provisions of the preceding paragraph, on and after the redemption or purchase date, interest shall cease to accrue on the Notes or the portions of Notes called for redemption or purchase. If a Note is redeemed or purchased on or after an interest record date but on or prior to the related interest payment date, then any accrued and unpaid interest shall be paid to the Person in whose name such Note was registered at the close of business on such record date. If any Note called for redemption or purchase is not so paid upon surrender for redemption or purchase because of the failure of the Issuers to comply with the preceding paragraph, interest shall be paid on the unpaid principal, from the redemption or purchase date until such principal is paid, and to the extent lawful on any interest not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01 hereof.

Section 3.06 *Notes Redeemed or Purchased in Part.*

Upon surrender of a Note that is redeemed or purchased in part, the Issuers shall issue and, upon receipt of an Authentication Order, the Trustee shall authenticate for the Holder at the expense of the Issuers a new Note equal in principal amount to the unredeemed or unpurchased portion of the Note surrendered.

Section 3.07 *Optional Redemption.*

(a) At any time prior to , 2005, the Issuers may on any one or more occasions redeem up to 35% of the aggregate principal amount of Notes issued under this Indenture at a redemption price of % of the principal amount redeemed, plus accrued and unpaid interest thereon to the redemption date, with the net cash proceeds of one or more Qualified Equity Offerings (other than the IPO), so long as:

(1) at least 65% of the aggregate principal amount of Notes issued under this Indenture remains outstanding immediately after the occurrence of such redemption (excluding Notes held by Wynn Resorts, any of its Affiliates, any of their respective employees or the Existing Stockholders); and

(2) the redemption must occur within 60 days of the date of the closing of such Qualified Equity Offering.

(b) Except pursuant to Section 3.07(a), the Notes are not redeemable at the Issuers' option prior to , 2006.

(c) After , 2006, the Issuers may redeem all or a part of the Notes upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest on the Notes redeemed, to the applicable

redemption date, if redeemed during the twelve-month period beginning on of the years indicated below:

Year	Percentage
2006	%
2007	%
2008 and thereafter	100.000%

(d) Any redemption pursuant to this Section 3.07 shall be made pursuant to the provisions of Section 3.01 through 3.06 hereof.

Section 3.08 *Mandatory Redemption.*

Other than as set forth in Section 3.09 below, the Issuers are not required to make mandatory redemption or sinking fund payments with respect to the Notes.

Section 3.09 *Mandatory Disposition or Redemption Pursuant to Gaming Laws.*

Notwithstanding any other provision hereof, if any Gaming Authority requires a Holder or Beneficial Owner of Notes to be licensed, qualified or found suitable under any applicable Gaming Law and the Holder or Beneficial Owner (1) fails to apply for a license, qualification or finding of suitability within 30 days after being requested to do so (or such lesser period as required by the Gaming Authority), or (2) is notified by a Gaming Authority that it shall not be licensed, qualified or found suitable, the Issuers shall have the right, at their option, to:

(a) require the Holder or Beneficial Owner to dispose of its Notes within 30 days (or such lesser period as required by the Gaming Authority) following the earlier of:

(1) the termination of the period described above for the Holder or Beneficial Owner to apply for a license, qualification or finding of suitability; or

(2) the receipt of the notice from the Gaming Authority that the Holder or Beneficial Owner shall not be licensed, qualified or found suitable by the Gaming Authority; or

(b) redeem the Notes of the Holder or Beneficial Owner at a redemption price equal to:

(1) the price determined by the Gaming Authority, or

(2) if the Gaming Authority does not determine a price, the lesser of:

(A) the principal amount of the Notes; and

(B) the price that the Holder or Beneficial Owner paid for the Notes,

in each case, together with accrued and unpaid interest on the Notes to the earlier of (1) the date of redemption or such earlier date as is required by the Gaming Authority or (2) the date of the finding of unsuitability by the Gaming Authority, which may be less than 30 days following the notice of redemption. The Issuers shall notify the Trustee in writing of any redemption pursuant to this Section 3.10 as soon as reasonably practicable.

Immediately upon a determination by a Gaming Authority that a Holder or Beneficial Owner of Notes shall not be licensed, qualified or found suitable, the Holder or Beneficial Owner shall not have any further rights with respect to the Notes to:

(a) exercise, directly or indirectly, through any Person, any right conferred by the Notes; or

(b) receive any interest or any other distribution or payment with respect to the Notes, or any remuneration in any form from the Issuers for services rendered or otherwise, except the redemption price of the Notes.

The Issuers are not required to pay or reimburse any Holder or Beneficial Owner of Notes who is required to apply for such license, qualification or finding of suitability for the costs relating thereto. Those expenses shall be the obligation of the Holder or Beneficial Owner.

Section 3.10 *Offer to Purchase by Application of Excess Proceeds.*

In the event that, pursuant to Section 4.10 or 4.16 hereof, Wynn Las Vegas is required to commence an Asset Sale Offer or an Event of Loss Offer (each Asset Sale Offer or Event of Loss Offer is referred to in this section as an "*Excess Proceeds Offer*"), it shall follow the procedures specified below.

The Excess Proceeds Offer shall be made to all Holders. The Excess Proceeds Offer shall remain open for a period of at least 20 Business Days following its commencement and not more than 30 Business Days, except to the extent that a longer period is required by applicable law (the "*Offer Period*"). No later than three Business Days after the termination of the Offer Period (the "*Purchase Date*"), Wynn Las Vegas shall apply all Excess Proceeds (the "*Offer Amount*") to the purchase of Notes (if the Notes are listed on any national securities exchange, in compliance with the requirements of the principal securities exchange on which the Notes are listed, or, if the Notes are not listed on any national securities exchange, on a *pro rata* basis, by lot or by any other method the Trustee deems fair and appropriate, if applicable) or, if less than the Offer Amount has been tendered, all Notes tendered in response to the Excess Proceeds Offer. Payment for any Notes so purchased shall be made in the same manner as interest payments are made.

If the Purchase Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest shall be paid to the Person in whose name a Note is registered at the close of business on such record date, and no additional interest shall be payable to Holders who tender Notes pursuant to the Excess Proceeds Offer.

Wynn Las Vegas shall provide the Trustee with notice of the Excess Proceeds Offer at least 10 days (or such lesser time as the Trustee shall permit) prior to its commencement. Upon the commencement of an Excess Proceeds Offer, Wynn Las Vegas shall send, by first class mail, a notice to each of the Holders, with a copy to the Trustee. The notice shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Excess Proceeds Offer. The notice, which shall govern the terms of the Excess Proceeds Offer, shall state:

(a) that the Excess Proceeds Offer is being made pursuant to this Section 3.10 and Section 4.10 or Section 4.16 hereof, as appropriate, and the length of time the Excess Proceeds Offer shall remain open;

(b) the Offer Amount, the purchase price and the Purchase Date;

(c) that any Note not tendered or accepted for payment shall continue to accrue interest;

(d) that, unless Wynn Las Vegas defaults in making such payment, any Note accepted for payment pursuant to the Excess Proceeds Offer shall cease to accrue interest after the Purchase Date;

(e) that Holders electing to have a Note purchased pursuant to an Excess Proceeds Offer may elect to have Notes purchased in integral multiples of $1,000 only;

(f) that Holders electing to have a Note purchased pursuant to any Excess Proceeds Offer shall be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, or transfer by book-entry transfer, to Wynn Las Vegas, the Depositary, if appointed by Wynn Las Vegas, or a Paying Agent at the address specified in the notice at least three days before the Purchase Date;

(g) that Holders shall be entitled to withdraw their election if Wynn Las Vegas, the Depositary or the Paying Agent, as the case may be, receives, not later than the expiration of the Offer Period, a

telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have such Note purchased; *provided* that, with respect to Notes that have been tendered using the procedure for book-entry transfer, any such notice of withdrawal shall specify the name number of the account at The Depository Trust Company to be credited with the withdrawn Notes and shall otherwise comply with the procedures of the book-entry transfer facility;

(h) that, if the aggregate principal amount of Notes surrendered by Holders exceeds the Offer Amount, Wynn Las Vegas shall select the Notes to be purchased, if the Notes are listed on any national securities exchange, in compliance with the requirements of the principal securities exchange on which the Notes are listed, or if the Notes are not listed on any national securities exchange, on a *pro rata* basis, by lot or by any other method the Trustee deems fair and appropriate (with such adjustments as may be deemed appropriate by Wynn Las Vegas so that only Notes in denominations of $1,000, or integral multiples thereof, shall be purchased); and

(i) that Holders whose Notes were purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (or transferred by book-entry transfer).

On or before the Purchase Date, Wynn Las Vegas shall, to the extent lawful, accept for payment, if the Notes are listed on any national securities exchange, in compliance with the requirements of the principal securities exchange on which the Notes are listed, or if the Notes are not listed on any national securities exchange, on a *pro rata* basis, by lot or by any other method the Trustee deems fair and appropriate, to the extent necessary, the Offer Amount of Notes or portions thereof tendered pursuant to the Excess Proceeds Offer, or if less than the Offer Amount has been tendered, all Notes tendered, and shall deliver to the Trustee an Officers' Certificate stating that such Notes or portions thereof were accepted for payment by Wynn Las Vegas in accordance with the terms of this Section 3.10. Wynn Las Vegas, the Depositary or the Paying Agent, as the case may be, shall promptly (but in any case not later than five days after the Purchase Date) mail or deliver to each tendering Holder an amount equal to the purchase price of the Notes tendered by such Holder and accepted by Wynn Las Vegas for purchase, and Wynn Las Vegas shall promptly issue a new Note, and the Trustee, upon written request from Wynn Las Vegas shall authenticate and mail or deliver such new Note to such Holder, in a principal amount equal to any unpurchased portion of the Note surrendered. Any Note not so accepted shall be promptly mailed or delivered by Wynn Las Vegas to the Holder thereof. Wynn Las Vegas shall publicly announce the results of the Excess Proceeds Offer on the Purchase Date.

Other than as specifically provided in this Section 3.10, any purchase pursuant to this Section 3.10 shall be made pursuant to the provisions of Sections 3.01 through 3.06 hereof.

ARTICLE 4.

COVENANTS

Section 4.01 *Payment of Notes.*

The Issuers shall pay or cause to be paid the principal of, premium, if any, and interest on the Notes on the dates and in the manner provided in the Notes. Principal, premium, if any, and interest shall be considered paid on the date due if the Paying Agent, if other than the Issuers or a Subsidiary thereof, holds as of 10:00 a.m. Eastern Time on the due date money deposited by the Issuers in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest then due.

The Issuers shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at the rate equal to 1% per annum in excess of the then

applicable interest rate on the Notes to the extent lawful; they shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful.

Section 4.02 *Maintenance of Office or Agency.*

The Issuers shall maintain in the Borough of Manhattan, the City of New York, an office or agency (which may be an office of the Trustee or an affiliate of the Trustee, Registrar or co-registrar) where Notes may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Issuers in respect of the Notes and this Indenture may be served. The Issuers shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Issuers fail to maintain any such required office or agency or fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

The Issuers may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided*, *however*, that no such designation or rescission shall in any manner relieve the Issuers of their obligation to maintain an office or agency in the Borough of Manhattan, the City of New York for such purposes. The Issuers shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Issuers hereby designate the Corporate Trust Office of the Trustee as one such office or agency of the Issuers in accordance with Section 2.03 hereof.

Section 4.03 *Reports.*

(a) Whether or not required by the SEC, so long as any Notes are outstanding, the Issuers shall furnish to the Holders, within the time periods specified in the SEC's rules and regulations:

(1) all quarterly and annual financial information that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K if each of (a) Wynn Las Vegas and (b) the Restricted Entities were required to file such forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" and, with respect to the annual information only, a report thereon by the Wynn Las Vegas' and the Restricted Entities' certified independent accountants; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if each of (a) Wynn Las Vegas and (b) the Restricted Entities were required to file such reports.

(b) If Wynn Las Vegas has designated any of its Subsidiaries as Unrestricted Subsidiaries, then the quarterly and annual financial information required by Section 4.03(a) shall include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in Management's

Discussion and Analysis of Financial Condition and Results of Operations, of the financial condition and results of operations of Wynn Las Vegas and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of Wynn Las Vegas.

Section 4.04 *Compliance Certificate.*

(a) The Issuers and each Guarantor (to the extent that such Guarantor is so required under the TIA) shall deliver to the Trustee, within 90 days after the end of each fiscal year, an Officers' Certificate stating that a review of the activities of the Issuers, the Restricted Entities and their respective Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officers with a view to determining whether the Issuers have kept, observed, performed and fulfilled its obligations under this Indenture and the Collateral Documents, and further stating, as to

each such Officer signing such certificate, that to the best of his or her knowledge the Issuers have kept, observed, performed and fulfilled each and every covenant contained in this Indenture and the Collateral Documents and are not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture or the Collateral Documents (or, if a Default or Event of Default has occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Issuers are taking or proposes to take with respect thereto) and that to the best of his or her knowledge no event has occurred and remains in existence by reason of which payments on account of the principal of or interest, if any, on the Notes is prohibited or if such event has occurred, a description of the event and what action the Issuers are taking or propose to take with respect thereto.

(b) So long as not contrary to the then current recommendations of the American Institute of Certified Public Accountants, the year-end financial statements delivered pursuant to Section 4.03(a) above shall be accompanied by a written statement of the Issuers' independent public accountants (who shall be a firm of established national reputation) that in making the examination necessary for certification of such financial statements, nothing has come to their attention that would lead them to believe that the Issuers have violated any provisions of Article 4 or Article 5 hereof or, if any such violation has occurred, specifying the nature and period of existence thereof, it being understood that such accountants shall not be liable directly or indirectly to any Person for any failure to obtain knowledge of any such violation.

(c) So long as any of the Notes are outstanding, the Issuers shall deliver to the Trustee, forthwith upon any Officer becoming aware of any Default or Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Issuers are taking or proposes to take with respect thereto.

Section 4.05 *Taxes.*

The Issuers and the Restricted Entities shall pay, and shall cause each of their respective Subsidiaries to pay, prior to delinquency, all material taxes, assessments, and governmental levies except such as are contested in good faith and by appropriate proceedings or where the failure to effect such payment is not adverse in any material respect to the Holders of the Notes.

Section 4.06 *Stay, Extension and Usury Laws.*

The Issuers and each of the Guarantors covenant (to the extent that they may lawfully do so) that they shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and each Issuer and each of the Guarantors (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law has been enacted.

Section 4.07 *Restricted Payments.*

(a) Wynn Las Vegas and the Restricted Entities shall not, and shall not permit any of their respective Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any other payment or distribution on account of any Equity Interests of Wynn Las Vegas, any Restricted Entity or any Restricted Entity's Restricted Subsidiaries (including, without limitation, any payment in connection with any merger or consolidation) or to the direct or indirect holders of any Equity Interests of Wynn Las Vegas, any Restricted Entity or any Restricted Entity's Restricted Subsidiaries in any capacity, other than

dividends or distributions payable in Equity Interests (other than Disqualified Stock) of Wynn Las Vegas, any Restricted Entity or any Restricted Entity's Restricted Subsidiaries;

(2) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation) any Equity Interests of Wynn Las Vegas, any direct or indirect parent of Wynn Las Vegas (including, without limitation, Wynn Resorts), any Restricted Entity or any Restricted Entity's Restricted Subsidiaries, other than Permitted Investments;

(3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness that is subordinated to the Notes or the Note Guarantees under the Guarantee and Collateral Agreements, except a payment of interest or principal at the Stated Maturity thereof; or

(4) make any Restricted Investment (all such payments and other actions set forth in clauses (1) through (4) above being collectively referred to as "*Restricted Payments*"),

unless, at the time of and after giving effect to such Restricted Payment:

(1) the Completion Date has occurred; and

(2) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment; and

(3) Wynn Las Vegas would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.09(a) hereof, and

(4) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries after the date of this Indenture (excluding Restricted Payments permitted by clauses (2), (3), (5), (7), (8), (9), (10), (11), (12), (13) and (14) below (with respect to clause (5) to the extent such Restricted Payments were already deducted from Consolidated Net Income) of Section 4.07(b) hereof), is less than the sum, without duplication, of:

(A) 50% of the Consolidated Net Income of Wynn Las Vegas and its Restricted Subsidiaries for the period (taken as one accounting period) from the beginning of the first fiscal quarter commencing after the Completion Date to the end of Wynn Las Vegas' most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit), *plus*

(B) 100% of the aggregate Net New Equity Proceeds since the date of this Indenture, *excluding* any Net New Equity Proceeds:

(i) to the extent those proceeds are utilized as a basis for incurring Indebtedness pursuant to clause (11) or (12) of Section 4.09(b) hereof,

(ii) to the extent consisting of capital contributions made to Wynn Las Vegas for the purpose of satisfying the "in-balance" requirements of the Disbursement Agreement,

(iii) to the extent such Net New Equity Proceeds are derived from the incurrence of any Project Related Indebtedness, unless at the time of any proposed Restricted Payment to be made based upon amounts available for Restricted Payments under subclause (iii) of this clause (B), and pro forma for such Restricted Payment, Wynn Las Vegas would have been able to incur $1.00 of additional Indebtedness pursuant to the Fixed

Charge Coverage Ratio test set forth in Section 4.09(a) hereof, except that, solely for purposes of calculating the Fixed Charge Coverage Ratio under this subclause (iii), the Fixed Charges of Wynn Resorts shall be included as a Fixed Charge in the calculation of "Fixed Charges,"

(iv) to the extent those proceeds are used to redeem, repurchase, retire, defease or acquire subordinated Indebtedness or Equity Interests pursuant to clause (2) or (3) of Section 4.07(b) hereof, and

(v) to the extent those proceeds are used to make Permitted Investments of the type permitted by clause (5) of the definition of Permitted Investments, *plus*

(C) (i) to the extent that any Restricted Investment that was made after the date of this Indenture is sold for cash or otherwise liquidated or repaid for cash for an amount in excess of the initial amount of such Restricted Investment, the sum of (x) 50% of the cash proceeds with respect to such Restricted Investment in excess of the aggregate amount invested in such Restricted Investment (less the cost of disposition, if any) and (y) the aggregate amount invested in such Restricted Investment, and (ii) to the extent that any such Restricted Investment is sold for cash or otherwise liquidated or repaid in cash for an amount equal to or less than the initial amount of such Restricted Investment, the cash return of capital with respect to such Restricted Investment (less the cost of disposition, if any), *plus*

(D) 100% of any cash dividends or cash distributions received by Wynn Las Vegas or any of its Restricted Subsidiaries after the date of this Indenture from an Unrestricted Subsidiary of Wynn Las Vegas, *plus*

(E) to the extent that any Unrestricted Subsidiary of Wynn Las Vegas is redesignated as a Restricted Subsidiary after the date of this Indenture, the lesser of (i) the fair market value of Wynn Las Vegas's Investment in such Subsidiary as of the date of such redesignation or (ii) such fair market value as of the date on which such Subsidiary was originally designated as an Unrestricted Subsidiary.

(b) With respect to (1) any payments made pursuant to clauses (1), (2), (3), (6), (7), (8), (9), (11), (12), (13), (14), (15) and (16) below, so long as no Default or Event of Default has occurred and is continuing or would be caused by the payments, and (2) any payments made pursuant to clauses (4), (5) and (10) below, regardless of whether any Default or Event of Default has occurred and is continuing or would be caused by the payment, the preceding provisions of this Section 4.07 shall not prohibit:

(1) the payment of any dividend or distribution (other than any distribution made under clause (5) of this Section 4.07(b)) within 60 days after the date of declaration of the dividend or distribution, if at the date of declaration the dividend payment or distribution payment would have complied with the provisions of this Indenture;

(2) the redemption, repurchase, retirement, defeasance or other acquisition of any subordinated Indebtedness of (i) Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries in exchange for, or out of Net New Equity Proceeds, or (ii) Wynn Las Vegas, any Restricted Entity or any of their Restricted Subsidiaries with the net cash proceeds from an incurrence of Permitted Refinancing Indebtedness;

(3) the redemption, repurchase, retirement, defeasance or other acquisition of any Equity Interests of Wynn Las Vegas or Wynn Resorts in exchange for or out of Net New Equity Proceeds;

(4) the distribution to Wynn Resorts, directly or through any intermediate Wholly Owned Subsidiaries of Wynn Resorts, of amounts necessary to repurchase Equity Interests or Indebtedness of Wynn Resorts (other than Equity Interests held by or Indebtedness owed to the Existing

Stockholders) to the extent required by any Gaming Authority having jurisdiction over Wynn Las Vegas or any of its Restricted Subsidiaries for not more than the fair market value thereof in order to avoid the suspension, revocation or denial of a Gaming License by that Gaming Authority; *provided* that so long as, if such efforts do not jeopardize any Gaming License, Wynn Resorts and its Subsidiaries shall have diligently attempted to find a third-party purchaser for such Equity Interests or Indebtedness and no third-party purchaser acceptable to the applicable Gaming Authority was willing to purchase such Equity Interests or Indebtedness within a time period acceptable to such Gaming Authority;

(5) distributions to the direct or indirect owners of Wynn Las Vegas, the Completion Guarantor, any Restricted Entity or any of their respective Restricted Subsidiaries with respect to any period during which such entity is a Pass Through Entity or a Consolidated Member, such distributions in an aggregate amount not to exceed such owners' Tax Amounts for such period;

(6) (i) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of Wynn Resorts, or (ii) the distribution to Wynn Resorts, directly or through any intermediate Wholly Owned Subsidiaries of Wynn Resorts, of amounts necessary to repurchase, redeem or otherwise acquire or retire for value Equity Securities of Wynn Resorts, in each case held by any member of management of Wynn Resorts or any Restricted Entity (or the estate or trust for the benefit of any such member of management) pursuant to the provisions of the operating agreement, or comparable governing documents, or employee benefit plans or employment agreements of any such Person; *provided* that the aggregate consideration for all such repurchased, redeemed, acquired or retired Equity Interests, together with the aggregate amount of all such distributions made to Wynn Resorts, shall not exceed $2.0 million in any calendar year;

(7) the payment of Management Fees under the Management Agreement to the extent such payments are made in compliance with Section 4.24 hereof;

(8) the distribution to Wynn Resorts of amounts remaining in the Completion Guarantee Deposit Account, following the release of such amounts in accordance with the Disbursement Agreement;

(9) following the Completion Date, the payments of amounts then due and payable under the Affiliate Agreements and Qualified Intercompany Agreements in respect of the period following the Completion Date (other than payments described in clauses (7), (10) and (11) of this Section 4.07(b)), so long as such amounts do not include, in any case, any fee, profit or similar component, and represent only the payment or reimbursement of actual costs and expenses incurred or, as the case may be, the fair value of services provided thereunder;

(10) the payment of amounts then due and payable under the Tax Indemnification Agreement, as in effect on the date of this Indenture;

(11) the payment, on or after the Budgeted Overhead Final Payment Date, of Allocable Overhead to Wynn Resorts or any of its Subsidiaries to the extent then due and payable by Wynn Resorts or the applicable Subsidiary, as the case may be; *provided that* Wynn Las Vegas shall deliver an Officers' Certificate to the Trustee, within 30 days following a written request therefor from the Trustee or any Holder, confirming and setting forth such date;

(12) the payment of Budgeted Amounts pursuant to the Disbursement Agreement;

(13) Restricted Payments consisting of transfers and other dispositions of Released Assets;

(14) *pro rata* dividends, distributions or payments to direct or indirect Equity Interest holders by a Person (excluding any dividend, distribution or payment by a Person that is a Guarantor to a Person, other than an Issuer, that is not a Guarantor) payable:

(a) to Wynn Las Vegas or any of its Restricted Subsidiaries,

(b) between Wynn Resorts Holdings and Valvino Lamore, excluding a dividend or distribution of any or all of the Golf Course Land, unless such Golf Course Land is then a Released Asset,

(c) by (x) any Restricted Entity or any Restricted Subsidiary of a Restricted Entity, that, in each case, is not a Guarantor to (y) any parent Restricted Entity or any parent Restricted Subsidiary of a Restricted Entity that, in each case, is a Guarantor, or

(d) by any Wynn Group Entity to any Restricted Entity,

(15) until the earlier of (i) 12 months following the acquisition of the Replacement Aircraft, and (ii) the sale by World Travel, LLC or the Aircraft Trustee of the Existing Aircraft, the payment to Wynn Resorts of amounts necessary to pay interest then due and payable on the Replacement Aircraft Indebtedness in an aggregate amount not to exceed $1.0 million, and

(16) Restricted Payments not otherwise permitted by the foregoing clauses (1) through (15) in an aggregate amount of not more than $10.0 million.

(c) The amount of all Restricted Payments (other than cash) shall be the fair market value on the date of the Restricted Payment of the assets or securities proposed to be transferred or issued to or by the applicable entity pursuant to the Restricted Payment. The fair market value of any assets or securities that are required to be valued by this Section 4.07 shall be determined in good faith by the applicable entity's Board of Directors whose resolution with respect thereto shall be delivered to the Trustee. At the same time as the delivery of the financial information required to be delivered under Section 4.03(a) hereof, Wynn Las Vegas shall deliver to the Trustee an Officers' Certificate describing in reasonable detail all of the Restricted Payments made during the period to which such financial information relates, stating that such Restricted Payments were permitted when made and setting forth the basis upon which the calculations required by this Section 4.07 were computed.

Section 4.08 *Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries of Wynn Las Vegas.*

(a) Wynn Las Vegas and the Restricted Entities shall not, and shall not permit any of their respective Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any of Wynn Las Vegas' Restricted Subsidiaries to:

(1) pay dividends or make any other distributions on its Capital Stock to Wynn Las Vegas, or with respect to any other interest or participation in, or measured by, its profits, or pay any indebtedness owed to Wynn Las Vegas;

(2) make loans or advances to Wynn Las Vegas or any of its Restricted Subsidiaries; or

(3) transfer any of its properties or assets to Wynn Las Vegas or any of its Restricted Subsidiaries.

(b) The restrictions in Section 4.08(a) hereof shall not apply to encumbrances or restrictions existing under or by reason of:

(1) the Notes, this Indenture or the Collateral Documents;

(2) applicable law, including rules, regulations and orders issued by any Gaming Authority;

(3) customary non-assignment provisions in contracts, licenses or leases entered into in the ordinary course of business and consistent with practices that are customary in the gaming, lodging or entertainment industry;

(4) the Credit Agreement and the FF&E Facility as in effect on the date of this Indenture and any other Indebtedness permitted to be incurred by this Indenture and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of those agreements, so long as the applicable provisions of amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements, refinancings or agreements governing other Indebtedness are no more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in the Credit Agreement and the FF&E Facility, in each case as in effect on the date of this Indenture;

(5) the acquisition of the Capital Stock of any Person, or property or assets of any Person by Wynn Las Vegas or any of its Restricted Subsidiaries, if the encumbrances or restrictions (i) existed at the time of the acquisition and were not incurred in contemplation thereof and (ii) are not applicable to and are not spread to cover any Person or the property or assets of any Person other than the Person acquired or the property or assets of the Person acquired;

(6) purchase money obligations or Capital Lease Obligations for FF&E acquired under the FF&E Facility and other Indebtedness permitted under clause (7) of Section 4.09(b) hereof that impose restrictions of the type described in clause (3) of Section 4.08(a) hereof on the FF&E so acquired;

(7) any agreement for the sale or other disposition of a Restricted Subsidiary permitted hereby that restricts distributions by that Restricted Subsidiary pending its sale or other disposition;

(8) Liens permitted to be incurred under the provisions of Section 4.12 hereof, securing Indebtedness otherwise permitted to be incurred under Section 4.09(b) hereof, that limit the right of the debtor to dispose of the assets subject to such Liens; or

(9) customary provisions with respect to the disposition or distribution of assets or property in partnership or joint venture agreements, asset sale agreements, stock sale agreements and other similar agreements entered into in the ordinary course of business.

Section 4.09 *Incurrence of Indebtedness and Issuance of Preferred Equity.*

(a) Wynn Las Vegas and the Restricted Entities shall not, and shall not permit any of their respective Restricted Subsidiaries to, directly or indirectly, (i) create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "*incur*") any Indebtedness (including Acquired Debt), or (ii) issue any Disqualified Stock or shares of preferred stock; *provided*, *however*, Wynn Las Vegas and its Restricted Subsidiaries may incur Indebtedness (including Acquired Debt), if (i) the Opening Date has occurred and (ii) the Fixed Charge Coverage Ratio of Wynn Las Vegas for Wynn Las Vegas' most recently ended four full fiscal quarters following the Opening Date for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred (the "*Reference Period*") would have been at least 2.0 to 1.0, determined on a pro forma basis, including a pro forma application of the net proceeds from the Indebtedness, as if the additional Indebtedness had been incurred at the beginning of such four-quarter period.

(b) The provisions of Section 4.09(a) shall not prohibit the incurrence of any of the following items of Indebtedness so long as no Default or Event of Default has occurred and is continuing or would result therefrom (collectively, "*Permitted Debt*"):

(1) the incurrence by Wynn Las Vegas and any of its Restricted Subsidiaries of Indebtedness under the Credit Agreement in an aggregate principal amount (with letters of credit being deemed

to have a principal amount equal to the sum of the face amount thereof and related unpaid reimbursement obligations) not to exceed an amount equal to (a) $1.0 billion *less* (b) the aggregate amount of all prepayments of principal Indebtedness that result in permanent reductions of the commitments under the Credit Agreement;

(2) the incurrence by the Issuers, the Restricted Entities and their respective Restricted Subsidiaries of their respective obligations arising under the Notes, the Credit Agreement, the FF&E Facility and, to the extent those obligations would represent Indebtedness, the Collateral Documents;

(3) the incurrence by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to refund, refinance or replace Indebtedness (other than intercompany Indebtedness) that was permitted by this Indenture to be incurred under this Section 4.09(a), under clauses (2) or (7) of this Section 4.09(b), or under this clause (3);

(4) the incurrence of intercompany Indebtedness (i) between or among Wynn Las Vegas and/or its Restricted Subsidiaries, (ii) between or among Valvino Lamore and Wynn Resorts Holdings, (iii) between or among the Wynn Group Entities and (iv) the incurrence by the Restricted Entities or any of their respective Restricted Subsidiaries of intercompany Indebtedness (to the extent that Wynn Las Vegas, any of its Restricted Subsidiaries, or, as the case may be, the applicable Restricted Entity, would be permitted to make loans giving rise to, or otherwise hold, such Indebtedness as a Restricted Payment under Section 4.07 hereof) owing to Wynn Las Vegas or any of its Restricted Subsidiaries, so long as:

(a) if Wynn Las Vegas or any Guarantor is the obligor on the Indebtedness, the Indebtedness is expressly subordinated in right of payment to the prior payment in full in cash of all Obligations with respect to the Notes, in the case of the Wynn Las Vegas, or its guarantee under the Guarantee and Collateral Agreement to which it is a party, in the case of a Guarantor; *provided*, *however*, that no Indebtedness of Wynn Las Vegas or any Guarantor shall be deemed to be contractually subordinated in right of payment to any other Indebtedness of Wynn Las Vegas or any such Guarantor solely by virtue of being unsecured;

(b) (i) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than a Guarantor or Wynn Las Vegas or a Restricted Subsidiary thereof, and (ii) any sale or other transfer of any such Indebtedness to a Person that is neither Wynn Las Vegas nor a Restricted Subsidiary thereof nor any Guarantor shall be deemed, in each case, to constitute an incurrence of such Indebtedness by Wynn Las Vegas, such Restricted Entity or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (4); and

(c) in the case of any Indebtedness incurred pursuant to clause (iv) above, such Indebtedness is permitted to be incurred as a Restricted Payment under Section 4.07 hereof, and, for purposes of Section 4.07 hereof, the obligee or payee on such Indebtedness shall be deemed to have a Restricted Payment on the date on which such Indebtedness is incurred in an amount equal to the principal amount of the Indebtedness incurred on such date (or, if less, the principal amount of such Indebtedness from time to time outstanding);

(5) the incurrence by Wynn Las Vegas, the Restricted Entities or any of their respective Restricted Subsidiaries of Hedging Obligations that are incurred for the purpose of fixing or hedging interest rate risk with respect to any floating rate Indebtedness that is permitted by the terms of this Indenture to be outstanding;

(6) the incurrence by Wynn Las Vegas, the Restricted Entities or any of their respective Restricted Subsidiaries of Indebtedness solely in respect of performance, surety, appeal or similar

bonds or standby letters of credit, so long as the aggregate amount of all such bonds and standby letters of credit is not greater than $20.0 million at any time outstanding;

(7) the incurrence by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries of FF&E Financing or Indebtedness represented by Capital Lease Obligations, mortgage financings or purchase money obligations, including the FF&E Facility in each case, incurred for the purpose of financing all or part of the purchase price or cost of construction or improvement of property, plant or equipment used in the Project by Wynn Las Vegas or any of its Restricted Subsidiaries, so long as:

(a) the principal amount of such Indebtedness does not exceed the cost (including sales and excise taxes, installation and delivery charges and other direct costs of, and other direct expenses paid or charged in connection with, such purchase) of the FF&E or other assets purchased or leased with the proceeds thereof,

(b) unless such Indebtedness is unsecured or is incurred under the FF&E Facility, as in effect of the date of this Indenture, not less than 70% of the aggregate fair market value of the purchase or lease costs of such FF&E or other assets is paid with the proceeds of Indebtedness incurred under this clause (7), and

(c) the aggregate principal amount of such Indebtedness, including all Permitted Refinancing Indebtedness incurred to refund, refinance or replace any Indebtedness incurred pursuant to this clause (7), does not exceed an amount outstanding at any time equal to the greater of:

(1) $188.5 million (or $198.5 million from and after the Aircraft Refinancing Date, so long as such additional $10.0 million of Indebtedness is used solely to repay Replacement Aircraft Indebtedness) *less* (i) the aggregate amount of all prepayments of principal made under the FF&E Facility, *less* (ii) permanent commitment reductions under the FF&E Facility resulting from the application of Asset Sale or Event of Loss proceeds, and

(2) $100.0 million,

(8) (i) the Guarantee by Wynn Las Vegas, any Restricted Entity or any of their Restricted Subsidiaries of Indebtedness of any other of Wynn Las Vegas and any of its Restricted Subsidiaries, (ii) the Guarantee by Valvino Lamore or Wynn Resorts Holdings of Indebtedness of Wynn Resorts Holdings or Valvino Lamore or Wynn Las Vegas or any of its Restricted Subsidiaries, as the case may be, or (iii) the Guarantee by any Wynn Group Entity of Indebtedness of Wynn Las Vegas, any Restricted Entity, and any of their respective Restricted Subsidiaries, in each case, to the extent the Indebtedness to be Guaranteed is permitted to be incurred by such other entity by another provision of this Section 4.09;

(9) the incurrence by Wynn Las Vegas or any of its Restricted Subsidiaries of Indebtedness in connection with the repurchase, redemption or other acquisition or retirement for value of Equity Interests of Wynn Resorts or any Restricted Entity permitted pursuant to clause (6) of Section 4.07(b) hereof;

(10) the incurrence or issuance by Wynn Las Vegas' Unrestricted Subsidiaries of Nonrecourse Debt; *provided*, *however*, that if any such Indebtedness ceases to be Non-Recourse Debt of an Unrestricted Subsidiary (but continues to be Indebtedness of a Subsidiary of Wynn Las Vegas), such event shall be

deemed to constitute an incurrence of Indebtedness by a Restricted Subsidiary of Wynn Las Vegas that was not permitted by this clause (10);

(11) the incurrence by Wynn Las Vegas or any of its Restricted Subsidiaries of additional Indebtedness (so long as such Indebtedness is incurred under the Credit Agreement or through the

issuance of Additional Notes under this Indenture, or is unsecured Indebtedness) to be used to develop and construct an Entertainment Facility on land included in the Project (other than the Golf Course Land) in an aggregate principal amount (or original accreted value, as applicable) at any time not to exceed the lesser of (a) $50.0 million and (b) 200% of the Net New Equity Proceeds received by Wynn Las Vegas or any of its Restricted Subsidiaries since the date of this Indenture and used to develop and construct such Entertainment Facility, *excluding* any Net New Equity Proceeds to the extent those proceeds are:

(a) utilized as a basis for incurring Indebtedness pursuant to clause (12) below,

(b) used to make Restricted Payments under clause (4)(B) of Section 4.07(a) hereof, or clause (2) or (3) of Section 4.07(b) hereof, or

(c) used to make Permitted Investments of the type permitted by clause (5) of the definition of Permitted Investments;

(12) the incurrence by Wynn Las Vegas or any of its Restricted Subsidiaries of additional Indebtedness (so long as such Indebtedness is incurred under the Credit Agreement or the FF&E Facility or through the issuance of Additional Notes under this Indenture, or is unsecured Indebtedness) in an aggregate principal amount (or initial accreted value, as applicable) at any time outstanding incurred pursuant to this clause (12), not to exceed $50.0 million, so long as Indebtedness incurred pursuant to this clause (12) prior to the Completion Date is matched dollar for dollar, by additional Net New Equity Proceeds received by Wynn Las Vegas or any of its Restricted Subsidiaries since the date of this Indenture, *excluding* any Net New Equity Proceeds to the extent those proceeds are:

(a) utilized as a basis for incurring Indebtedness pursuant to clause (11) above,

(b) used to make Restricted Payments under clause 4(B) of the Section 4.07(a) hereof, or clause (2) or (3) of Section 4.07(b) hereof, or

(c) used to make Permitted Investments of the type permitted by clause (5) of the definition of Permitted Investments;

(13) the accretion or amortization of original issue discount and the write-up of Indebtedness in accordance with GAAP purchase accounting; and

(14) the incurrence by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries on or prior to the Final Completion Date of Indebtedness represented by performance bonds, guaranties, trade letters of credit, bankers' acceptances or similar instruments issued by Person other than Wynn Resorts, any Restricted Entity or any of their respective Restricted Subsidiaries for the benefit of a trade creditor of any such Person, in an aggregate amount not to exceed $10.0 million at any time outstanding so long as:

(a) such Indebtedness is incurred in the ordinary course of business; and

(b) the obligations of Wynn Las Vegas, any Restricted Entity or the applicable Restricted Subsidiary, as the case may be, supported by such performance bonds, guaranties, trade letters of credit, bankers' acceptances or similar instruments (1) consist solely of payment obligations with respect to costs incurred in accordance with the Project Budget which would otherwise be permitted to be paid by the applicable entity pursuant to the Disbursement Agreement, (2) are secured, and (3) are secured solely by Liens permitted by clause (22) of the definition of "Permitted Liens."

(c) Neither Wynn Las Vegas nor any Guarantor shall incur any Indebtedness (including Permitted Debt) that is contractually subordinated in right of payment to any other Indebtedness of Wynn Las Vegas or such Guarantor unless such Indebtedness is also

contractually subordinated (except for the priority of Permitted Liens and except as otherwise contemplated by the Intercreditor Agreements) in right of payment to the Notes, in the case of Wynn Las Vegas, or the Note Guarantee contained in its Guarantee and Collateral Agreement, in the case of a Guarantor on substantially identical terms. No Indebtedness of Wynn Las Vegas or any Guarantor shall be deemed to be contractually subordinated in right of payment to any other Indebtedness of Wynn Las Vegas or any such Guarantor solely by virtue of being unsecured.

(d) For purposes of determining compliance with this Section 4.09, in the event that an item of proposed Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in (1) through (13) of Section 4.09(b) hereof, or is entitled to be incurred pursuant to Section 4.09(a), the Issuers shall be permitted to classify such item of Indebtedness on the date of its incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this Section 4.09.

Section 4.10 *Asset Sales.*

Wynn Las Vegas and the Restricted Entities shall not, and shall not permit any of their respective Restricted Subsidiaries to, consummate an Asset Sale unless:

(a) no Default or Event of Default exists or is continuing immediately prior to or after giving effect to such Asset Sale;

(b) except with respect to Non-Project Assets, the Opening Date has occurred;

(c) the applicable entity receives consideration at the time of the Asset Sale at least equal to the fair market value of the assets or Equity Interests issued or sold or otherwise disposed of (it being understood that a percentage of the purchase price may be subject to escrow arrangements customary for asset sales);

(d) if the aggregate consideration to be received by the applicable entity is in excess of $10.0 million, the fair market value is evidenced by a certificate of the Chief Financial Officer of the applicable entity delivered to the Trustee; and

(e) at least 75% (or 95%, in the case of any Asset Sale that occurs on or before the Completion Date) of the consideration received in the Asset Sale by the applicable entity is in the form of cash or Cash Equivalents.

For purposes of this Section 4.10, each of the following shall be deemed to be cash:

(1) any liabilities, as shown on such entity's most recent consolidated balance sheet, of such entity (other than contingent liabilities and liabilities that are by their terms subordinated to the Notes or any Note Guarantee) that are assumed by the transferee of any such assets pursuant to a customary novation agreement that releases such entity from further liability; and

(2) any securities, notes or other obligations received by such entity from such transferee that are converted within 30 Business Days following such receipt by such entity into cash to the extent of the cash received in that conversion.

After the receipt of any Net Proceeds from an Asset Sale by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries, the applicable entity:

(1) within 270 days (or within 90 days, in the case of any Asset Sale that occurs on or before the Completion Date) after receipt of such Net Proceeds, may apply the Net Proceeds to repay secured unsubordinated Indebtedness of Wynn Las Vegas or any of its Restricted Subsidiaries and, if the Indebtedness repaid is revolving credit Indebtedness, to correspondingly permanently reduce the commitments with respect to such Indebtedness, or

(2) within 270 days (or within 90 days, in the case of any Asset Sale that occurs on or before the Completion Date) after receipt of such Net Proceeds, may apply any Net Proceeds to make a capital expenditure, improve real property or acquire long-term assets that are used or useful in a line of business permitted by Section 4.13 hereof.

In any such case, the Restricted Entities shall take all necessary action to ensure that the security interest of the Trustee, on behalf of the Holders, continues as a perfected security interest (subject only to the security interest securing the Credit Agreement and other Permitted Liens and the terms of the Intercreditor Agreements) on any property or assets acquired or constructed with the Net Proceeds of any Asset Sale on the terms set forth in this Indenture, the Intercreditor Agreements and the other Collateral Documents. Pending the final application of any Net Proceeds, the applicable entity may (1) apply the Net Proceeds to temporarily reduce amounts outstanding under any secured unsubordinated Indebtedness of Wynn Las Vegas or any of its Restricted Subsidiaries, or (2) invest the Net Proceeds in Cash Equivalents which shall be subject to a perfected security interest (subject only to the security interest securing the Credit Agreement and other Permitted Liens and the terms of the Intercreditor Agreements) in favor of the Trustee as security for the Notes.

Any Net Proceeds from Asset Sales that are not applied to repay Indebtedness or invested, in each case as provided in the immediately preceding paragraph, shall constitute "*Excess Proceeds*." Within 10 days following the date on which the aggregate amount of Excess Proceeds exceeds $10.0 million, Wynn Las Vegas shall make an offer (an "*Asset Sale Offer*") to all Holders to purchase the maximum principal amount of Notes that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer shall be equal to 100% of the principal amount of the Notes to be purchased plus accrued and unpaid interest to the date of purchase, and shall be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, the applicable entity may use those Excess Proceeds for any general corporate purpose not prohibited by this Indenture and the Collateral Documents. If the aggregate principal amount of Notes tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the Trustee shall select the Notes to be purchased as described in Section 3.02 hereof. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

The Issuers shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with each repurchase of Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of Sections 3.10 or 4.10 of this Indenture, the Issuers shall comply with the applicable securities laws and regulations and shall not be deemed to have breached their obligations under those provisions of this Indenture by virtue of such conflict.

Section 4.11 *Transactions with Affiliates.*

(a) Wynn Las Vegas and the Restricted Entities shall not, and shall not permit any of their respective Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each, an "*Affiliate Transaction*"), unless:

(1) the Affiliate Transaction is on terms that are no less favorable to the relevant entity than those that would have been obtained in a comparable transaction by such entity with an unrelated Person; and

(2) Wynn Las Vegas or the applicable Restricted Entity or Restricted Subsidiary, as the case may be delivers to the Trustee:

(A) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $5.0 million, a resolution of the Board of Directors of the applicable entity set forth in an Officers' Certificate certifying that such Affiliate Transaction complies with this Section 4.11 and that such Affiliate Transaction has been approved by a majority of the Independent Directors of the applicable entity;

(B) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $10.0 million (or $25.0 million, with respect to Qualified Intercompany Agreements), an opinion as to the fairness to the applicable entity of such

Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing prior to the consummation of such Affiliate Transaction; and

(C) in the case of any Affiliate Transaction involving the use of the Existing Aircraft or the Replacement Aircraft (in each case, if such aircraft is owned by Wynn Las Vegas, any Restricted Entity or any Restricted Subsidiary) for any purpose not reasonably related to the Project or the Permitted Businesses of Wynn Las Vegas or the applicable Restricted Entity or Restricted Subsidiary relating to or in connection with the Project, Wynn Las Vegas or the applicable Restricted Entity or Restricted Subsidiary, as the case may be, is reimbursed promptly for actual costs and expenses incurred by such Person in connection with such use.

(b) The following items shall not be deemed to be Affiliate Transactions and, therefore, shall not be subject to the provisions of Section 4.11(a):

(1) the Wynn Employment Agreement or any other employment agreement entered into by Wynn Las Vegas, any Restricted Entity or any of their Restricted Subsidiaries with any Person (other than the Principal) in the ordinary course of business on terms customary in the applicable Permitted Business in which it operates;

(2) the payment of reasonable directors' fees to directors of Wynn Resorts, Wynn Capital or any Guarantor, and customary indemnification and insurance arrangements in favor of such directors, in each case in the ordinary course of business;

(3) transactions:

(A) between or among Wynn Las Vegas and/or its Restricted Subsidiaries,

(B) between Valvino Lamore and Wynn Resorts Holdings, other than any transaction involving a transfer of any or all of the Golf Course Land to Valvino Lamore, unless such Golf Course Land is then a Released Asset, or

(C) between or among any of the Wynn Group Entities, or by any Wynn Group Entity as a contribution to Wynn Las Vegas, any Restricted Entity or any of their Restricted Subsidiaries,

(4) the Water Rights Transfer,

(5) Restricted Payments that are permitted by Section 4.07 hereof;

(6) subleases by Wynn Las Vegas to one or more of its Affiliates of space at the building located on the Phase II Land at below market rent, to the extent permitted under the Collateral Documents;

(7) leases by Wynn Las Vegas to one or more of its Affiliates of space at the Project, at below market rent, for the development and operation of a Ferrari and Maserati automobile

dealership pursuant to the Dealership Lease Agreement, to the extent permitted under the Collateral Documents; and

(8) the Affiliate Agreements, in each case as in effect on the date of this Indenture or as amended, modified or supplemented as permitted under Section 4.28 hereof.

Section 4.12 *Liens.*

Wynn Las Vegas and the Restricted Entities shall not, and shall not permit any of their respective Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind on any asset now owned or hereafter acquired, or any proceeds, income or profits therefrom or assign or convey any right to receive income therefrom, except Permitted Liens.

Section 4.13 *Line of Business.*

Wynn Las Vegas and the Restricted Entities shall not, and shall not permit any of their respective Restricted Subsidiaries to, engage in any business or investment activities other than the Permitted Business. Wynn Las Vegas and the Restricted Entities shall not, and shall not permit any of their respective Subsidiaries to, conduct a Permitted Business in any gaming jurisdiction in which such entity is not licensed on the date of this Indenture if the Holders of the Notes would be required to be licensed as a result thereof; *provided* that this sentence shall not prohibit any entity from conducting a Permitted Business in any jurisdiction that does not require the licensing or qualification of all the Holders of Notes, but reserves the discretionary right to require the licensing or qualification of any Holders of Notes.

Section 4.14 *Corporate and Organizational Existence.*

Subject to Article 5 hereof, each of the Issuers and the Restricted Entities shall, and shall cause each of their respective Restricted Subsidiaries to, do or cause to be done all things necessary to preserve and keep in full force and effect:

(a) its corporate or limited liability company existence, and the corporate, partnership or other existence of each of its Subsidiaries, in accordance with their respective organizational documents (as the same may be amended from time to time); and

(b) the rights (charter and statutory), licenses and franchises of the Issuers, the Restricted Entities and their respective Subsidiaries; *provided, however,* that the Issuers and the Restricted Entities shall not be required to preserve any such right, license or franchise, or the corporate, partnership or other existence of any of their respective Subsidiaries (other than the Issuers), if the Board of Directors of Wynn Las Vegas or the applicable Restricted Entity shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Restricted Entities and their respective

Restricted Subsidiaries, taken as a whole, and Wynn Las Vegas and its Restricted Subsidiaries, taken as a whole, and that the loss thereof is not adverse in any material respect to the Holders of the Notes.

Section 4.15 *Offer to Purchase Upon Change of Control.*

(a) Upon the occurrence of a Change of Control, the Issuers shall make an offer (a "*Change of Control Offer*") to each Holder to repurchase all or any part (equal to $1,000 or an integral multiple of $1,000) of each Holder's Notes at a purchase price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest on the Notes purchased, if any, to the date of repurchase (the "*Change of Control Payment*"). Within ten days following any Change of Control, the Issuers shall mail a notice to each Holder describing the transaction or transactions that constitute the Change of Control and stating:

(1) that the Change of Control Offer is being made pursuant to this Section 4.15 and that all Notes tendered shall be accepted for payment;

(2) the purchase price and the purchase date, which shall be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the "*Change of Control Payment Date*");

(3) that any Note not tendered shall continue to accrue interest;

(4) that, unless the Issuers default in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Payment Date;

(5) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer shall be required to surrender the Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Notes completed, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(6) that Holders shall be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Change of Control Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his election to have the Notes purchased; and

(7) that Holders whose Notes are being purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to $1,000 in principal amount or an integral multiple thereof.

The Issuers shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the purchase of the Notes as a result of a Change in Control. To the extent that the provisions of any securities laws or regulations conflict with the provisions of Sections 3.10 or 4.15 of this Indenture, the Issuers shall comply with the applicable securities laws and regulations and shall not be deemed to have breached their obligations under Section 3.10 or this Section 4.15 by virtue of such conflict.

(b) On the Change of Control Payment Date, the Issuers shall, to the extent lawful:

(1) accept for payment all Notes or portions thereof properly tendered pursuant to the Change of Control Offer;

(2) prior to 11:00 a.m. (New York City time) on such date, deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Issuers.

The Paying Agent shall promptly mail to each Holder of Notes properly tendered the Change of Control Payment for such Notes, and the Trustee shall promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that each new Note shall be in a principal amount of $1,000 or an integral multiple thereof. The Issuers shall publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

(c) Notwithstanding anything to the contrary in this Section 4.15, the Issuers shall not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth

in this Section 4.15 and Section 3.10 hereof and purchases all Notes validly tendered and not withdrawn under the Change of Control Offer.

Section 4.16 *Events of Loss*

After any Event of Loss of Collateral comprising the Project occurring after the Final Completion Date in an amount of up to $500.0 million (measured as the greater of the fair market value or the replacement cost of the Collateral subject to such Event of Loss), Wynn Las Vegas, the applicable Restricted Entity or the applicable Restricted Subsidiary, as the case may be, may apply the Net Loss Proceeds from the Event of Loss to the rebuilding, repair, replacement or construction of improvements to the Project, with no obligation to make any purchase of any Notes; *provided* that, in the case of any such Collateral with a fair market value (or replacement cost, if higher) in excess of $15.0 million but less than or equal to $500.0 million:

(a) Wynn Las Vegas delivers to the Trustee within 60 days of the Event of Loss a written opinion from a reputable contractor that the Minimum Facilities can be rebuilt, repaired, replaced or constructed and operating within 365 days following the Event of Loss;

(b) Wynn Las Vegas delivers to the Trustee within 60 days of the Event of Loss an Officers' Certificate certifying that the applicable entity has available from Net Loss Proceeds, cash on hand or available borrowings under Indebtedness permitted to be incurred under Section 4.09 hereof to complete the rebuilding, repair, replacement or construction described in clause (a) above and, together with any anticipated revenues projected to be generated during the repair or restoration period, to pay debt service on its Indebtedness during the repair or restoration period; and

(c) the damaged Collateral is rebuilt, repaired, replaced or constructed and operating in substantially the manner that it was operating immediately prior to the Event of Loss within 365 days following the Event of Loss.

Notwithstanding the foregoing provisions of this Section 4.16, if the damaged Collateral is not necessary for and is not used in the operation of the Permitted Business of the Project, the applicable entity may apply the Net Loss Proceeds to make a capital expenditure, improve real property or acquire long-term assets that are used or useful in a line of business permitted by Section 4.13 hereof.

The ability of Wynn Las Vegas, any Restricted Entities or any of their Restricted Subsidiaries to repair or restore any of the Collateral following an Event of Loss that occurs on or prior to the Final Completion Date shall be governed by the Disbursement Agreement.

Any Net Loss Proceeds that are not (1) permitted to be used to repair or restore the Collateral pursuant to the Disbursement Agreement, (2) reinvested as *provided* in the first sentence of this Section 4.16 or (3) permitted to be reinvested because those Net Loss Proceeds exceed $500.0 million, in each case, shall be deemed "Excess Loss Proceeds." Within 10 days following the date on which the aggregate amount of Excess Loss Proceeds exceeds $10.0 million, Wynn Las Vegas shall make an offer (an "*Event of Loss Offer*") to all Holders to purchase the maximum principal amount of Notes that may be purchased out of the Excess Loss Proceeds. The offer price in any Event of Loss Offer shall be 100% of the principal amount of the Notes to be purchased, plus accrued and unpaid interest to the date of purchase and shall be payable in cash. If any Excess Loss Proceeds remain after consummation of an Event of Loss Offer, the applicable entity may use such Excess Loss Proceeds for any general corporate purpose not prohibited by this Indenture and the Collateral Documents. If the aggregate principal amount of Notes tendered in such Event of Loss Offer exceeds the Excess Loss Proceeds, the Trustee shall select the Notes to be purchased as described in Section 3.02 hereof. Upon completion of each Event of Loss Offer, the amount of Excess Loss Proceeds shall be reset at zero.

Pending their application, all Excess Loss Proceeds shall either be (1) applied to temporarily reduce amounts outstanding under the Credit Agreement, or (2) invested in Cash Equivalents held in

an account in which the Trustee has a perfected security interest for the benefit of the Holders, subject only to Permitted Liens and the terms of the Intercreditor Agreements; *provided* that such funds and securities shall be released to Wynn Las Vegas or the applicable Restricted Entity or Restricted Subsidiary, as the case may be, to pay for or reimburse such Person for either (1) the actual cost of a permitted use of Excess Loss Proceeds as provided in this Section 4.16, or (2) the Event of Loss Offer, pursuant to the terms of the Collateral Documents. Wynn Las Vegas or the applicable Restricted Entity or Restricted Subsidiary, as the case may be, shall grant to the Trustee, for the benefit of the Holders, a security interest, subject only to Permitted Liens and the terms of the Intercreditor Agreements, on any property or assets rebuilt, repaired, replaced or constructed with such Excess Loss Proceeds on the terms set forth in this Indenture and the Collateral Documents.

In the event of an Event of Loss pursuant to clause (3) of the definition of "Event of Loss" with respect to property or assets that have a fair market value (or replacement cost, if greater) in excess of $10.0 million, Wynn Las Vegas or the applicable Restricted Entity or Restricted Subsidiary, as the case may be, shall be required to receive consideration:

(a) at least equal to the fair market value (evidenced by a resolution of the applicable entity's Board of Directors set forth in an Officers' Certificate delivered to the Trustee) of the property or assets subject to the Event of Loss; and

(b) at least 90% of which is in the form of cash or Cash Equivalents.

The Issuers shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with each repurchase of Notes pursuant to an Event of Loss Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of Sections 3.10 or 4.16 of this Indenture, the Issuers shall comply with the applicable securities laws and regulations and shall not be deemed to have breached their obligations under those provisions of this Indenture by virtue of such conflict.

Section 4.17 *Designation of Restricted and Unrestricted Subsidiaries*

The Board of Directors of Wynn Las Vegas may designate any Restricted Subsidiary, other than Wynn Capital, to be an Unrestricted Subsidiary of Wynn Las Vegas if that designation would not cause a Default or an Event of Default. If a Restricted Subsidiary of Wynn Las Vegas is designated as an Unrestricted Subsidiary, the aggregate fair market value of all outstanding Investments owned by Wynn Las Vegas and its Restricted Subsidiaries in the Subsidiary properly designated shall be deemed to be an Investment made in an Unrestricted Subsidiary as of the time of the designation and shall reduce the amount available for Restricted Payments under Section 4.07 hereof or Permitted Investments, as determined by Wynn Las Vegas. That designation shall only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary of Wynn Las Vegas otherwise meets the definition of an Unrestricted Subsidiary. The Board of Directors of Wynn Las Vegas may redesignate any Unrestricted Subsidiary of Wynn Las Vegas to be a Restricted Subsidiary of Wynn Las Vegas if the redesignation would not cause a Default or an Event of Default. None of the Restricted Entities and their Subsidiaries (other than Wynn Las Vegas and its Subsidiaries and Desert Inn Water Company) may have Unrestricted Subsidiaries.

Section 4.18 *Construction.*

Wynn Las Vegas and the Restricted Entities shall, and shall cause each of their respective Restricted Subsidiaries to, construct the Project, including the furnishing, fixturing and equipping of the Project, with diligence and continuity in a good and workmanlike manner substantially in accordance with the Plans and Specifications.

Section 4.19 *Limitations on Use of Proceeds.*

Wynn Las Vegas shall deposit all of the net proceeds of the offering of the Notes (other than any Additional Notes) into the Secured Account. The funds in the Secured Account shall be invested solely in Permitted Securities. All funds in the Secured Account shall be disbursed only in accordance with the Secured Account Agreement and the Disbursement Agreement.

Section 4.20 *Limitation on Status as Investment Company.*

The Issuers and Guarantors shall not be or become required to register as an "investment company" (as that term is defined in the Investment Company Act of 1940, as amended), or otherwise become subject to regulation under the Investment Company Act of 1940.

Section 4.21 *Limitation on Sale and Leaseback Transactions.*

Wynn Las Vegas and the Restricted Entities shall not, and shall not permit any of their respective Restricted Subsidiaries to, enter into any sale and leaseback transaction (except with respect to the FF&E Collateral or the Aircraft Assets so long as, and to the extent that, such FF&E Collateral or Aircraft Assets, as the case may be, are not Collateral), unless:

(a) Wynn Las Vegas could have (a) incurred Indebtedness in an amount equal to the Attributable Debt relating to such sale and leaseback transaction under the Fixed Charge Coverage Ratio test in Section 4.09(a) hereof and (b) incurred a Lien to secure Indebtedness in an amount equal to the Attributable Debt pursuant to Section 4.12 hereof;

(b) the gross cash proceeds of such sale and leaseback transaction are at least equal to the fair market value, as determined in good faith by the Board of Directors of Wynn Las Vegas, that Restricted Entity or that Restricted Subsidiary, as the case may be, and set forth in an Officers' Certificate delivered to the Trustee, of the property that is the subject of such sale and leaseback transaction; and

(c) the transfer of assets in such sale and leaseback transaction is permitted by, and Wynn Las Vegas, such Restricted Entity or such Restricted Subsidiary applies the proceeds of such transaction in compliance with Section 4.10 hereof.

Section 4.22 *Limitation on Development of Phase II Land.*

(a) Wynn Las Vegas and the Restricted Entities shall not, and shall not permit any of their respective Subsidiaries to, at any time prior to the date on which the security interests in the Phase II Land are released in accordance with Section 10.03(e) hereof.

(1) develop or improve in any material respect or at any material cost the Phase II Land or construct any improvements or any building on the Phase II Land, including any excavation or site work on the Phase II Land,

(2) enter into any contract or agreement for such construction, development or improvement, or for any materials, supplies or labor necessary in connection with such construction, development or improvement (other than a contract or agreement that is conditional upon the release of the Holders' security interests in the Phase II Land), or

(3) incur any Indebtedness, the proceeds of which are expected to be used, or are used, for the construction, development or improvement of the Phase II Land or any building on the Phase II Land.

(b) Notwithstanding anything herein or in Section 4.22(a) hereof, Wynn Las Vegas, the Restricted Entities and their respective Subsidiaries may:

(1) excavate, refurbish, improve or otherwise develop the Phase II Land as contemplated in the Plans and Specifications and the Project Budget,

(2) maintain and repair the Phase II Land and the improvements thereon,

(3) remodel or reconfigure the improvements on the Phase II Land to provide for an employment center, office space and associated amenities, gallery space or design support for the Project,

(4) use or operate the Phase II Land, including the improvements thereon, for the temporary operation of a full-service Ferrari and Maserati automobile dealership,

(5) design, develop, construct, own and operate the Entertainment Facility and associated amenities on the Phase II Land,

(6) in the event of loss or damage to the Phase II Land or the improvements thereon, rebuild or repair the Phase II Land and the improvements thereon to the extent permitted by Section 4.16 hereof, or

(7) undertake Government Transfers and have Permitted Liens of the type described in clause (12) of the definition of Permitted Liens.

Section 4.23 *Limitation on Development of Golf Course Land*

(a) Wynn Las Vegas and the Restricted Entities shall not, and shall not permit any of their respective Subsidiaries to, at any time prior to the date on which the security interests in all of the Golf Course Land are released in accordance with Section 10.03(b) hereof:

(1) develop or improve in any material respect or at any material cost the Golf Course Land or construct any improvements or any building on the Golf Course Land, including any excavation or site work on the Golf Course Land,

(2) enter into any contract or agreement for such construction, development or improvement or for any materials, supplies or labor necessary in connection with such construction, development or improvement (other than a contract or agreement that is conditional upon the release of the Holders' security interests in the Golf Course Land), or

(3) incur any Indebtedness, the proceeds of which are expected to be used, or are used, for the construction, development or improvement of the Golf Course Land.

(b) Notwithstanding anything herein or in Section 4.23(a), Wynn Las Vegas, the Restricted Entities and their respective Restricted Subsidiaries may:

(1) develop and construct the Golf Course as contemplated by the Golf Course Lease and the Plans and Specifications prior to the Final Completion Date,

(2) maintain or repair the Golf Course on the Golf Course Land,

(3) make improvements to the Golf Course that enhance its use as a golf course for the benefit of the Project,

(4) reconfigure certain portions of the Golf Course in connection with the release of the Home Site Land in accordance with the provisions of Sections 10.03(b), 10.03(c), 10.03(d) and 10.03(e) hereof,

(5) in the event of loss or damage to the Phase II Land or the improvements thereon, rebuild or repair the Phase II Land and the improvements thereon to the extent permitted by the provisions of Section 4.16 hereof,

(6) construct, develop or improve the Golf Course Land for the purpose of constructing the Project as contemplated by the Plans and Specifications or the Disbursement Agreement,

(7) undertake Government Transfers, and

(8) have Permitted Liens of the type described in clause (12) of the definition of Permitted Liens.

Section 4.24 *Restrictions on Payments of Management Fees.*

Wynn Las Vegas and the Restricted Entities shall not, and shall not permit any of their respective Restricted Subsidiaries to, directly or indirectly (subject to the provisions of the Management Fees Subordination Agreement):

(a) pay Management Fees:

(1) to the extent such payment would cause the Consolidated Leverage Ratio of the Issuers and their Restricted Subsidiaries for the most recently ended four full fiscal quarters of Wynn Las Vegas for which internal financial statements are available immediately preceding the date on which such Management Fee is proposed to be paid to be greater than 3.5 to 1.0 (calculated on a pro forma basis, giving effect to the payment of the Management Fees proposed to be paid and any indebtedness proposed to be incurred to finance the payment of such Management Fees); or

(2) if at the time of payment of such Management Fees, a Default or an Event of Default has occurred and is continuing or shall occur as a result thereof; or

(b) prepay any Management Fees.

Any Management Fees not permitted to be paid during a particular 12-month period pursuant to this Section 4.24 shall be deferred and shall accrue. Such accrued and unpaid Management Fees may be paid in any subsequent 12-month period to the extent such payment would be permitted under this Section 4.24 and the Management Fees Subordination Agreement.

Section 4.25 *Advances to Guarantors.*

All advances to Guarantors made by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries after the date of this Indenture shall be unsecured, shall be evidenced by intercompany notes substantially in the form of Exhibit F hereto and shall be pledged pursuant to the Collateral Documents. Each intercompany note shall be payable upon demand and shall bear interest at then current fair market interests rates.

Section 4.26 *Limitation on Issuances and Sales of Equity Interests in Wholly Owned Subsidiaries.*

The Restricted Entities shall cause each of their respective Restricted Subsidiaries to be Wholly Owned Subsidiaries of the Restricted Entities. The Issuers shall cause each of their respective Restricted Subsidiaries to be Wholly Owned Subsidiaries of the Issuers.

Wynn Las Vegas and the Restricted Entities shall not, and shall not permit any of their respective Restricted Subsidiaries to, transfer, convey, sell, lease or otherwise dispose of any Equity Interests in any of their respective Wholly Owned Restricted Subsidiaries or any Restricted Entity to any Person

(other than Wynn Las Vegas, a Restricted Entity, or any of Wynn Las Vegas' or any Restricted Entity's Wholly Owned Subsidiaries that is a Guarantor), unless:

(a) such transfer, conveyance, sale, lease or other disposition is of all the Equity Interests in such entity; and

(b) the cash Net Proceeds from such transfer, conveyance, sale, lease or other disposition are applied in accordance with Section 4.10 hereof.

In addition, Wynn Las Vegas and the Restricted Entities (other than Valvino Lamore) shall not, and shall not permit any of their respective Restricted Subsidiaries to, issue any of their respective Equity Interests (other than, if necessary, shares of their respective Capital Stock constituting directors' qualifying shares) to any Person other than to Wynn Las Vegas, a Restricted Entity or any of their respective Wholly Owned Restricted Subsidiaries that is a Guarantor.

Section 4.27 *Limitation on Issuances of Guarantees of, or Security Interests to Secure, Indebtedness.*

Wynn Las Vegas and the Restricted Entities shall not, and shall not permit any of their respective Restricted Subsidiaries to, directly or indirectly, Guarantee or pledge any assets to secure the payment and/or performance of any Indebtedness of Wynn Resorts unless (1) such Guarantee or pledge is otherwise permitted under Sections 4.09 and 4.12 hereof and (2) each applicable entity simultaneously executes and delivers:

(a) to the extent not previously provided, a Note Guarantee (in substantially the form of the guarantee provisions contained in the Guarantee and Collateral Agreements) of the payment of the Notes by such entity, which Note Guarantee shall be senior to or *pari passu* with such entity's Guarantee of such other Indebtedness; and

(b) such Collateral Documents, if any, as shall be necessary to grant a security interest securing the Notes in favor of the Trustee in the assets in which such entity has granted a security interest to secure the payment and/or performance of such other Indebtedness, which security interest shall be senior to or *pari passu* with the security interest granted by such entity to secure such other Indebtedness.

Notwithstanding the foregoing provisions of this Section 4.27, any such Note Guarantee shall provide by its terms that it shall be automatically and unconditionally released and discharged in accordance with Section 11.05 hereof.

Section 4.28 *Amendments to Certain Agreements.*

(a) On or prior to the Final Completion Date, except as contemplated by the Disbursement Agreement, Wynn Las Vegas and the Restricted Entities shall not, and shall not permit any of their respective Restricted Subsidiaries to, amend, modify, waive or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, or otherwise fail to enforce, or terminate or abandon, any of the provisions of any Affiliate Agreement, the Construction Contract, the Construction Contract Guarantee, the Design/Build Contract, the Golf Course Construction Contract, the Golf Course Design Services Agreement or any Payment and Performance Bond, in each case if such amendment, modification, waiver or other change, failure to enforce, termination or abandonment (individually or collectively with all such amendments, modifications, waivers and other changes, failures to enforce, terminations or abandonments taken as a whole) would (1) have a material adverse affect on the ability of Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries to develop, construct or operate the Project or (2) cause the Completion Date to occur or result in that date occurring after the Outside Completion Deadline.

(b) Following the Final Completion Date, Wynn Las Vegas and the Restricted Entities shall not, and shall not permit any of their respective Restricted Subsidiaries to, amend, modify, waive or otherwise change, or consent or agree to any amendment, modification, waiver or other change to, or otherwise fail to enforce, or terminate or abandon, any of the provisions of any Affiliate Agreement if such amendment, modification, waiver or other change, failure to enforce, termination or abandonment (individually or collectively with all such amendments, modifications, waivers and other changes, failures to enforce, terminations or abandonments taken as a whole) would:

(1) increase the amounts payable to Persons other than Wynn Las Vegas and its Restricted Subsidiaries thereunder by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries,

(2) change the dates on which such amounts are to be paid to dates earlier than those set forth in such agreement, as in effect on the date of this Indenture,

(3) reduce the services provided thereunder to Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries unless accompanied by a corresponding decrease in the amounts payable by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries thereunder,

(4) materially impair the rights or remedies of the Holders of the Notes thereunder or under this Indenture or the Collateral Documents, or

(5) materially impair the development, use or operation of the Project.

Section 4.29 *Amendments to Limited Liability Company Agreements and Charter Documents.*

Wynn Las Vegas and the Restricted Entities shall not, and shall not permit any of their respective Restricted Subsidiaries to:

(a) dissolve,

(b) with respect to any entity that is a limited liability company, amend, modify or otherwise change, its limited liability company agreement or other charter documents, or otherwise permit any such agreement or document, to provide that the death, retirement, resignation, expulsion, bankruptcy, dissolution or dissociation of a member of that limited liability company or any other event affecting a member of that limited liability company either terminates the status of that Person as a member of the limited liability company or causes the limited liability company to be dissolved or its affairs wound up, or

(c) amend, modify or otherwise change the provisions of Article VII of its limited liability company agreement relating to conduct, or any comparable provisions contained in its other charter documents, or fail to include provisions corresponding to those contained in Article VII of the limited liability company agreement of Valvino Lamore, as in effect on the date of this Indenture, in the limited liability company agreement or other applicable charter documents of any future Restricted Subsidiary.

Section 4.30 *Insurance.*

Wynn Las Vegas and the Restricted Entities shall, and shall cause their respective Restricted Subsidiaries to, maintain insurance with reputable and financially sound carriers against such risks and in such amounts as are customarily carried by similarly situated businesses, including, without limitation, property and casualty insurance, so long as such insurance coverage (including deductibles, retentions and self-insurance amounts) at all times complies with the insurance coverage required under the Disbursement Agreement.

Section 4.31 *Additional Collateral; Formation or Acquisition of Restricted Subsidiaries, Designation of Unrestricted Subsidiaries as Restricted Subsidiaries or Permitted C-Corp. Conversion.*

Concurrently with (1) the formation or acquisition of any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity that, in either case, becomes or is required under the Credit Agreement to become a Guarantor of any of the obligations under the Credit Agreement, (2) the designation of an Unrestricted Subsidiary of Wynn Las Vegas as a Restricted Subsidiary, or (3) the reorganization by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries as a subchapter"C" corporation in a Permitted C-Corp. Conversion, Wynn Las Vegas and the Restricted Entities shall, to the extent not prohibited by Gaming Authorities or applicable Gaming Laws and subject to the Intercreditor Agreements:

(a) (1) cause such Restricted Subsidiary or subchapter "C" corporation (if such subchapter "C" corporation is not an Issuer) to guarantee all obligations of the Issuers under this Indenture and the Notes by executing and delivering to the Trustee an assumption agreement in the form of Annex 1 to the applicable Guarantee and Collateral Agreement; or

(2) if such subchapter "C" corporation is an Issuer, cause such subchapter "C" corporation to execute and deliver to the Trustee (i) a supplemental indenture substantially in the form of Exhibit C hereto, (ii) an assumption agreement unconditionally and irrevocably assuming all of the right, title and interest of the Issuer that was so reorganized as a subchapter "C" corporation in, to and under this Indenture and the Notes, and (iii) replacement Notes for the Notes previously issued by the Issuer that was so reorganized as a subchapter "C" corporation to be issued to the Holders upon request and the concurrent return by such Holders of the Notes previously issued to them by the Issuer that was so reorganized as a "C" corporation;

(b) cause such Restricted Subsidiary or subchapter "C" corporation to execute and deliver to the Trustee, (a) an assumption agreement in the form of Annex 1 to the applicable Guarantee and Collateral Agreement (under which such Restricted Subsidiary or subchapter "C" corporation shall grant a security interest to the Trustee in those of its assets described in the Guarantee and Collateral Agreement), and (b) such Uniform Commercial Code financing statements as are necessary to perfect the Trustee's security interest in such assets;

(c) in the event such Restricted Subsidiary or subchapter "C" corporation owns real property that (i) is contiguous to any real property included in the Collateral (other than a Golf Course Home) or (ii) has a fair market value in excess of $5.0 million in the aggregate or $2.5 million individually, cause such Restricted Subsidiary or subchapter "C" corporation to execute and deliver to the Trustee:

(1) a deed of trust, substantially in the form of the Deeds of Trust (with such modifications as are necessary to comply with applicable law) (under which such Restricted Subsidiary or subchapter "C" corporation shall grant a security interest to the Trustee in such real property and any related fixtures),

(2) in the case of any such Restricted Subsidiary, title and extended coverage insurance covering such real property in an amount at least equal to the purchase price of such real property, and

(3) in the case of any such subchapter "C" corporation, an agreement executed and delivered by the title company that issued the title and extended coverage insurance covering the real property owned by such subchapter "C" corporation naming such subchapter "C" corporation as an additional insured under such insurance,

(d) promptly pledge, or cause to be pledged, to the Trustee (i) all of the outstanding Capital Stock of such entity or subchapter "C" corporation owned by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries and (ii) all of the outstanding Capital Stock owned by such Restricted Subsidiary or subchapter "C" corporation, to secure Wynn Las Vegas' obligations under this Indenture and the Notes or such Restricted Subsidiary's Guarantee obligations under the applicable Collateral and Security Agreement, as the case may be;

(e) promptly take, and cause such Restricted Subsidiary or subchapter "C" corporation and each other Restricted Subsidiary to take all action necessary or, in the opinion of the Trustee, desirable to perfect and protect the security interests intended to be created by the Collateral Documents, as modified under this Section 4.31; and

(f) promptly deliver to the Trustee such Opinions of Counsel, if any, as the Trustee may reasonably require with respect to the foregoing (including opinions as to enforceability and perfection of security interests).

Section 4.32 *Additional Collateral; Acquisition of Assets or Property.*

Concurrently with the acquisition by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries of any assets or property (other than a Subsidiary of either Wynn Las Vegas or any Restricted Entity), to the extent not prohibited by Gaming Authorities or applicable Gaming Laws and subject to the Intercreditor Agreements, Wynn Las Vegas and the Restricted Entities shall, and shall cause their respective Restricted Subsidiaries to, cause the applicable entity to:

(a) in the case of the acquisition of personal property (other than FF&E Collateral and Aircraft Assets) with an aggregate fair market value in excess of $50,000 for all such acquired personal property, execute and deliver to the Trustee such Uniform Commercial Code financing statements, if any, as are necessary or, in the opinion of the Trustee, desirable to perfect and protect the Trustee's security interest in such assets or property;

(b) in the case of the acquisition of real property, that (i) is contiguous to any real property included in the Collateral (other than a Golf Course Home) or (ii) has a fair market value in excess of $5.0 million in the aggregate or $2.5 million individually, execute and deliver to the Trustee:

(1) a deed of trust, substantially in the form of the Deeds of Trust (with such modifications as are necessary to comply with applicable law) (under which Wynn Las Vegas, such Restricted Entity or such Restricted Subsidiary shall grant a security interest to the Trustee in such real property and any related fixtures), and

(2) title and extended coverage insurance covering such real property in an amount at least equal to the purchase price of such real property; and

(c) in the case of the acquisition of personal property (other than personal property in which the Trustee has a perfected security interest (subject only to Permitted Liens)) or real property subject to clauses (a) and (b) above of this Section 4.32, as applicable, promptly deliver to the Trustee such Opinions of Counsel, if any, as the Trustee may reasonably require with respect to the foregoing (including opinions as to enforceability and perfection of security interests).

Section 4.33 *Further Assurances.*

Wynn Las Vegas and the Restricted Entities shall, and shall cause their respective Restricted Subsidiaries to, execute and deliver such additional instruments, certificates or documents, and take all such actions as may be reasonably required from time to time in order to:

(a) carry out more effectively the purposes of the Collateral Documents;

(b) create, grant, perfect and maintain the validity, effectiveness, perfection and priority of any of the Collateral Documents and the Liens created, or intended to be created, by the Collateral Documents; and

(c) ensure that any of the rights granted or intended to be granted to the Trustee or any Holder under the Collateral Documents or under any other instrument executed in connection therewith or granted to Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries under the Collateral Documents or under any other instrument executed in connection therewith are protected and enforced.

Upon the exercise by the Trustee or any Holder of any power, right, privilege or remedy under this Indenture or any of the Collateral Documents which requires any consent, approval, recording, qualification or authorization of any governmental authority (including the Nevada PUC or any Gaming Authority), Wynn Las Vegas and the Restricted Entities shall, and shall cause their respective Restricted Subsidiaries to, execute and deliver all applications, certifications, instruments and other documents and papers that may be required from Wynn Resorts, Wynn Las Vegas, any Restricted Entity or any of Wynn Las Vegas' or any Restricted Entity's Restricted Subsidiaries for such governmental consent, approval, recording, qualification or authorization.

Section 4.34 *Nevada PUC Approvals.*

Wynn Las Vegas and the Restricted Entities shall, and shall cause each of their respective Restricted Subsidiaries and Desert Inn Improvement Co. to:

(a) use their commercially reasonable efforts to obtain as soon as reasonably practicable the consent of the Nevada PUC to the Water Rights Transfer and to the grant of a security interest in favor of the Trustee for the benefit of the Holders in any Water Rights held by any of the Water Companies, including, without limitation, the Water Rights for the Golf Course Land, owned by Desert Inn Improvement Co., and

(b) upon obtaining any such consent, take such other actions as may be reasonably required from time to time to create, grant, perfect and maintain the validity, effectiveness, perfection and priority of the Trustee's security interest in the applicable Water Rights.

Section 4.35 *Payments for Consent.*

Wynn Las Vegas and the Restricted Entities shall not, and shall not permit any of their respective Restricted Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder of Notes for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture, the Notes or the Collateral Documents unless such consideration is offered to be paid and is paid to all Holders of Notes that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

Section 4.36 *Restrictions on Activities of Wynn Capital.*

Wynn Capital shall not hold any material assets, hold any Equity Securities, incur any Indebtedness, become liable for any obligations, engage in any business activities or have any Subsidiaries; *provided* that Wynn Capital may be a co-obligor with respect to Indebtedness if Wynn Las Vegas is a primary obligor of such Indebtedness and the net proceeds of such Indebtedness are received by Wynn Las Vegas or one or more of Wynn Las Vegas' Wholly Owned Restricted Subsidiaries other than Wynn Capital.

ARTICLE 5.

SUCCESSORS

Section 5.01 *Merger, Consolidation, or Sale of Assets.*

(a) No Issuer or Guarantor may, directly or indirectly, (1) consolidate or merge with or into another Person (whether or not such Issuer or such Guarantor is the surviving entity) or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of (a) Wynn Las Vegas, the Restricted Entities and their respective Restricted Subsidiaries, taken as a whole, (b) Wynn Las Vegas and its Restricted Subsidiaries, taken as a whole, or (c) in the case of a Guarantor, such Guarantor, in one or more related transactions, to another Person, unless:

(1) either (a) such Issuer or Guarantor is the surviving entity or (b) the Person formed by or surviving any such consolidation or merger (if other than such Issuer or Guarantor) or to which such sale, assignment, transfer, conveyance or other disposition shall have been made is a corporation organized or existing under the laws of the United States, any state of the United States or the District of Columbia;

(2) the Person formed by or surviving any such consolidation or merger (if other than such Issuer or Guarantor) or the Person to which such sale, assignment, transfer, conveyance or other disposition shall have been made assumes all the obligations of such Issuer or Guarantor under the Notes, this Indenture, the Note Guarantees and the Collateral Documents pursuant to agreements reasonably satisfactory to the Trustee; *provided* that this clause (2) shall not apply to any merger, consolidation, sale, assignment, transfer, conveyance or other disposition of assets of a Guarantor with, into or to Wynn Las Vegas, so long as, in the case of any consolidation or merger, Wynn Las Vegas is the survivor of such consolidation or merger;

(3) immediately after such transaction, no Default or Event of Default exists;

(4) such transaction would not result in the loss or suspension or material impairment of any Gaming License unless a comparable replacement Gaming License is effective at no material cost prior to or simultaneously with such loss, suspension or material impairment;

(5) such Issuer or Guarantor or the Person formed by or surviving any such consolidation or merger (if other than such Issuer) or to which such sale, assignment, transfer, conveyance or other disposition shall have been made shall have Consolidated Net Worth immediately after the transaction equal to or greater than the Consolidated Net Worth of such Issuer or Guarantor immediately preceding the transaction (excluding the effect of the related professional fees, commissions, sales and other taxes, and other transactional costs that would otherwise reduce Consolidated Net Worth);

(6) (i) in the case of a consolidation or merger of such Issuer, such Issuer or the Person formed by or surviving any such consolidation or merger (if other than such Issuer) or to which such sale, assignment, transfer, conveyance or other disposition shall have been made shall, or (ii) in the case of a consolidation or merger of a Guarantor that is a Restricted Subsidiary of Wynn Las Vegas or the sale, assignment, transfer, conveyance or other disposition of the property or assets of such Guarantor, the Issuers shall, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.09(a) hereof; and

(7) such transaction, at the time it is undertaken, would not require any Holder or Beneficial Owner of Notes to obtain a Gaming License or be qualified or found suitable under the law of any

applicable gaming jurisdiction; *provided* that such Holder or Beneficial Owner would not have been required to obtain a Gaming License or be qualified or found suitable under the laws of any applicable gaming jurisdiction in the absence of such transaction.

(b) Notwithstanding the provisions of Section 5.01(a), a Guarantor may consolidate or merge with or into another Guarantor, or sell, assign, transfer, convey or otherwise dispose of all or substantially all of its properties or assets to another Guarantor, so long as (1) the conditions in clauses (3), (4) and (7) of Section 5.01(a) are satisfied, and (2) such Guarantor or the Person formed by or surviving any such consolidation or merger, or the Guarantor to which such sale, assignment, transfer, conveyance or other disposition shall have been made, as the case may be, is Solvent.

In addition, no Issuer or Guarantor may, directly or indirectly, lease all or substantially all of its properties or assets, in one or more related transactions, to any other Person. This Section 5.01 shall not apply to a sale, assignment, transfer, conveyance or other disposition of assets (excluding any sale, assignment, transfer, conveyance or disposition of assets that would otherwise be subject to this Section 5.01 from a Person that is a Guarantor to a Person, other than Wynn Las Vegas, that is not a Guarantor):

(1) to Wynn Las Vegas and/or its Restricted Subsidiaries,

(2) between Wynn Resorts Holdings and Valvino Lamore, excluding a transfer of any or all of the Golf Course Land, unless such Golf Course Land is then a Released Asset,

(3) by (i) any Restricted Entity or any Restricted Subsidiary of a Restricted Entity, that, in each case, is not a Guarantor to (ii) any Restricted Entity or any Restricted Subsidiary of a Restricted Entity that, in each case, is a Guarantor, or

(4) by any Wynn Group Entity to any Restricted Entity.

For purposes of this Section 5.01, a sale of properties or assets by a Guarantor shall not constitute a sale of "substantially all of the properties or assets" of that Guarantor if, following that sale, the Guarantor owns or holds (1) any of the Water Rights for the Project (excluding Water Rights that are then Released Assets) or (2) any of the Phase II Land or the Golf Course Land (excluding any such land that is then a Released Asset).

Notwithstanding the provisions of this Section 5.01, Wynn Las Vegas and each Guarantor are permitted to reorganize as a corporation pursuant to a Permitted C-Corp. Conversion.

Section 5.02 *Successor Corporation Substituted.*

Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets of either Issuer or any Guarantor in a transaction that is subject to, and that complies with the provisions of, Section 5.01 hereof, the successor company or corporation

formed by such consolidation or into or with which such Issuer or Guarantor is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, lease, conveyance or other disposition, the provisions of this Indenture referring to such "Issuer" or "Guarantor" shall refer instead to the successor company or corporation and not to such Issuer or Guarantor), and may exercise every right and power of such Issuer or Guarantor under this Indenture with the same effect as if such successor Person had been named as such Issuer or Guarantor herein; *provided, however*, that the predecessor Issuer or Guarantor shall not be relieved from the obligation to pay the principal of and interest and premium, if any, on the Notes or the amounts payable under its Note Guarantee, as the case may be, except in the case of a sale of all of such Issuer's or Guarantor's assets in a transaction that is subject to, and that complies with the provisions of Section 5.01 hereof.

ARTICLE 6.

DEFAULTS AND REMEDIES

Section 6.01 *Events of Default.*

Each of the following is an "Event of Default":

(a) the Issuers default for 30 days in the payment when due of interest on the Notes;

(b) the Issuers default in the payment when due of the principal of, or premium, if any, on the Notes;

(c) failure by Wynn Capital, Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries:

(1) to comply with any payment obligations (including, without limitation, obligations as to the timing or amount of such payments) described under Sections 4.10, 4.15 or 4.16 hereof;

(2) to comply with Sections 4.07, 4.09 or 5.01 hereof;

(d) failure by Wynn Capital, any Restricted Entity or any of their respective Restricted Subsidiaries for 60 days after receipt of written notice from the Trustee to comply with any of the other agreements in this Indenture not set forth in Section 6.01(c) above, or failure by Wynn Resorts for 60 days after receipt of written notice from the Trustee to comply with the provisions of the Wynn Resorts Agreement or, if applicable, any Parent Security Agreement;

(e) the occurrence of any "event of default" under the Disbursement Agreement;

(f) failure by Wynn Capital, any Restricted Entity or any of their respective Restricted Subsidiaries, the Completion Guarantor or any other party thereto (other than the Trustee or any representative of the lenders under the Credit Agreement or other lenders party thereto) for 60 days after receipt of written notice from the Trustee to comply with any of its agreements, as applicable, in any Collateral Document;

(g) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries (or the payment of which is guaranteed by any such Person) whether such Indebtedness or guarantee now exists, or is created after the date of this Indenture, if that default:

(1) is caused by a failure to pay principal of, or interest or premium, if any, on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "*Payment Default*"); or

(2) results in the acceleration of such Indebtedness prior to its express maturity,

and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $10.0 million or more;

(h) failure by Wynn Capital, Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries to pay final non-appealable judgments (not paid or covered by insurance as to which the relevant insurance company has not denied responsibility) aggregating in excess of $10.0 million, which judgments are not paid, bonded, discharged or stayed for a period of 60 days;

(i) any of the Collateral Documents shall cease, for any reason (other than pursuant to their terms), to be in full force and effect, or Wynn Capital, Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries or any Affiliate of any such Person or any Person

acting on behalf of any such Person, shall so assert as to any of such Person's properties or assets, or any security interest created, or purported to be created, by any of the Collateral Documents shall cease to be enforceable and of the same effect and priority purported to be created by the Collateral Documents;

(j) any representation or warranty made or deemed made by Wynn Capital, Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries in any Collateral Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with any such Collateral Document shall prove to have been inaccurate in any material respect on or as of the date made or deemed made; *provided* that the inaccuracy of any representation or warranty contained only in the Disbursement Agreement shall constitute an Event of Default hereunder only to the extent such inaccuracy constitutes a Disbursement Agreement Event of Default;

(k) except as expressly provided therein, the Completion Guarantee, the Construction Contract Guarantee, any Note Guarantee issued by a Restricted Entity, a Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, or the Parent Guarantee, if any, shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or the Completion Guarantor, any Restricted Entity, any Restricted Subsidiary or the Parent Guarantor, if any, or any Person acting on behalf of any such Person, shall deny or disaffirm its obligations under its Note Guarantee or, as the case may be, its Parent Guarantee;

(l) any Material Entity pursuant to or within the meaning of Bankruptcy Law:

(1) commences a voluntary case,

(2) consents to the entry of an order for relief against it in an involuntary case,

(3) consents to the appointment of a custodian of it or for all or substantially all of its property,

(4) makes a general assignment for the benefit of its creditors, or

(5) generally is not paying its debts as they become due; or

(m) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(1) is for relief against any Material Entity in an involuntary case;

(2) appoints a custodian of any Material Entity or for all or substantially all of the property of any Material Entity; or

(3) orders the liquidation of any Material Entity;

and the order or decree remains unstayed and in effect for 60 consecutive days; or

(n) the Project has not achieved Completion on or before the Outside Completion Deadline;

(o) after the Opening Date, revocation, termination, suspension or other cessation of effectiveness of any Gaming License which results in the cessation or suspension of gaming operations at any Gaming Facility for a period of more than 90 consecutive days; or

(p) if Wynn Las Vegas ever fails to own 100% of the issued and outstanding Equity Interests of Wynn Capital.

Section 6.02 *Acceleration.*

In the case of an Event of Default specified in clause (l) or (m) of Section 6.01 hereof, with respect to any Material Entity, all outstanding Notes shall become due and payable immediately

without further action or notice. If any other Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately. Upon any such declaration, the Notes shall become due and payable immediately. The Holders of a majority in aggregate principal amount of the then outstanding Notes by written notice to the Trustee may on behalf of all of the Holders rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default (except nonpayment of principal, interest or premium, if any, that has become due solely because of the acceleration) have been cured or waived.

If an Event of Default occurs on or after , 2006 by reason of any willful action or inaction taken or not taken by or on behalf of either Issuer, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, any Guarantor or any of their respective Subsidiaries with the intention of avoiding payment of the premium that the Issuers would have had to pay if the Issuers then had elected to redeem the Notes pursuant to Section 3.07 hereof, then, upon acceleration of the Notes, an equivalent premium shall also become and be immediately due and payable, to the extent permitted by law, anything in this Indenture or in the Notes to the contrary notwithstanding. If an Event of Default occurs prior to , 2006 by reason of any willful action (or inaction) taken (or not taken) by or on behalf of either Issuer, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, any Guarantor or any of their respective Subsidiaries with the intention of avoiding the prohibition on redemption of the Notes prior to such date, then, upon acceleration of the Notes, an additional premium shall also become and be immediately due and payable in an amount, for each of the years beginning on of the years set forth below, as set forth below (expressed as a percentage of the principal amount of the Notes on the date of payment that would otherwise be due but for the provisions of this sentence):

Year	Percentage
2003	%
2004	%
2005 and thereafter	%

Section 6.03 *Other Remedies.*

If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal, premium, if any, and interest on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

Section 6.04 *Waiver of Past Defaults.*

Holders of not less than a majority in aggregate principal amount of the then outstanding Notes by notice to the Trustee may on behalf of the Holders of all of the Notes waive an existing Default or Event of Default and its consequences hereunder, except a continuing Default or Event of Default in the payment of the principal of, premium, if any, or interest on, the Notes (including in connection with an offer to purchase); *provided*, *however*, that the Holders of a majority in aggregate principal amount of the then outstanding Notes may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

Section 6.05 *Control by Majority.*

Subject to the Intercreditor Agreements, Holders of a majority in principal amount of the then outstanding Notes may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture that the Trustee determines may be unduly prejudicial to the rights of other Holders of Notes or that may involve the Trustee in personal liability.

Section 6.06 *Limitation on Suits.*

A Holder of a Note may pursue a remedy with respect to this Indenture or the Notes only if:

(a) the Holder of a Note gives to the Trustee written notice of a continuing Event of Default;

(b) the Holders of at least 25% in principal amount of the then outstanding Notes make a written request to the Trustee to pursue the remedy;

(c) such Holder of a Note or Holders of Notes offer and, if requested, provide to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense;

(d) the Trustee does not comply with the request within 60 days after receipt of the request and the offer and, if requested, the provision of indemnity; and

(e) during such 60-day period the Holders of a majority in principal amount of the then outstanding Notes do not give the Trustee a direction inconsistent with the request.

A Holder of a Note may not use this Indenture to prejudice the rights of another Holder of a Note or to obtain a preference or priority over another Holder of a Note.

Section 6.07 *Rights of Holders of Notes to Receive Payment.*

Notwithstanding any other provision of this Indenture, the right of any Holder of a Note to receive payment of principal, premium, if any, and interest on the Note, on or after the respective due dates expressed in the Note (including in connection with an offer to purchase), or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder; *provided* that a Holder shall not have the right to institute any such suit for the enforcement of payment if and to the extent that the institution or prosecution thereof or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver or loss of the Lien of this Indenture upon any property subject to such Lien.

Section 6.08 *Collection Suit by Trustee.*

If an Event of Default specified in Section 6.01(a) or (b) occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Issuers for the whole amount of principal of, premium, if any, and interest remaining unpaid on the Notes and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

Section 6.09 *Trustee May File Proofs of Claim.*

The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to the Issuers (or any other obligor upon the Notes), its creditors or its property and shall be entitled and empowered to collect, receive and distribute any money or other property payable or deliverable on any such claims and any

custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 hereof. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 hereof out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10 *Priorities.*

If the Trustee collects any money pursuant to this Article 6, it shall pay out the money in the following order:

First: to the Trustee, its agents and attorneys for amounts due under Section 7.07 hereof, including payment of all compensation, expense and liabilities incurred, and all advances made, by the Trustee and the costs and expenses of collection;

Second: to Holders of Notes for amounts due and unpaid on the Notes for principal, premium, if any, and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal, premium, if any and interest, respectively; and

Third: to the Issuers or to such party as a court of competent jurisdiction shall direct.

The Trustee may fix a record date and payment date for any payment to Holders of Notes pursuant to this Section 6.10.

Section 6.11 *Undertaking for Costs.*

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee, a suit by a Holder of a Note pursuant to Section 6.07 hereof, or a suit by Holders of more than 10% in principal amount of the then outstanding Notes.

ARTICLE 7.

TRUSTEE

Section 7.01 *Duties of Trustee.*

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

(1) the duties of the Trustee shall be determined solely by the express provisions of this Indenture and the Collateral Documents, and the Trustee need perform only those duties that are specifically set forth in this Indenture and the Collateral Documents, and no others, and no implied covenants or obligations shall be read into this Indenture and the Collateral Documents against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture and the Collateral Documents. However, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture and the Collateral Documents.

(c) The Trustee may not be relieved from liabilities for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) this Section 7.01(c) does not limit the effect of paragraph (b) of this Section 7.01;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(3) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05 hereof.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b), and (c) of this Section 7.01.

(e) No provision of this Indenture or the Collateral Documents shall require the Trustee to expend or risk its own funds or incur any liability. The Trustee shall be under no obligation to exercise any of its rights and powers under this Indenture and the Collateral Documents at the request of any Holders, unless such Holder shall have offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Issuers. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

Section 7.02 *Rights of Trustee.*

(a) The Trustee may conclusively rely upon any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel. The Trustee may consult with counsel and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through its attorneys and agents and shall be responsible for the misconduct or negligence of any agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture.

(e) Unless otherwise specifically provided in this Indenture or the Collateral Documents, any demand, request, direction or notice from the Issuers shall be sufficient if signed by an Officer of either Issuer.

(f) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture or the Collateral Documents at the request or direction of any of the Holders unless such Holders have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction.

Section 7.03 *Individual Rights of Trustee.*

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Issuers or any Affiliate of the Issuers with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as trustee or resign. Any Agent may do the same with like rights and duties. The Trustee is also subject to Sections 7.10 and 7.11 hereof.

Section 7.04 *Trustee's Disclaimer.*

The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Issuers' use of the proceeds from the Notes or any money paid to the Issuers or upon the Issuers' direction under any provision of this Indenture, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it shall not be responsible for any statement or recital herein or any statement in the Notes or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication.

Section 7.05 *Notice of Defaults.*

If a Default or Event of Default occurs and is continuing and if it is known to the Trustee, the Trustee shall mail a notice of the Default or Event of Default (1) to Holders within 90 days after it occurs and (2) to Wynn Las Vegas and each Guarantor (which notice shall be deemed to satisfy the notice requirement contained in clause (1) of Section 10.08(a) hereof) within 5 days after it occurs. Except in the case of a Default or Event of Default in payment of principal of, premium, if any, or interest on any Note, the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the Notes.

Section 7.06 *Reports by Trustee to Holders of the Notes.*

(a) Within 60 days after each May 15 beginning with the May 15 following the date of this Indenture, and for so long as Notes remain outstanding, the Trustee shall mail to the Holders of the Notes a brief report dated as of such reporting date that complies with TIA § 313(a) (but if no event described in TIA § 313(a) has occurred within the twelve months preceding the reporting date, no report need be transmitted). The Trustee also shall comply with TIA § 313(b)(2). The Trustee shall also transmit by mail all reports as required by TIA § 313(c).

(b) A copy of each report at the time of its mailing to the Holders of Notes shall be mailed by the Trustee to the Issuers and filed by the Trustee with the SEC and each stock exchange on which the Notes are listed in accordance with TIA § 313(d). The Issuers shall promptly notify the Trustee when the Notes are listed on any stock exchange.

Section 7.07 *Compensation and Indemnity.*

(a) The Issuers shall pay to the Trustee from time to time reasonable compensation for its acceptance of this Indenture and services hereunder. The Trustee's compensation shall not be limited

by any law on compensation of a trustee of an express trust. The Issuers shall reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses shall include the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel.

(b) The Issuers and the Guarantors shall indemnify the Trustee against any and all losses, liabilities or expenses incurred by it arising out of or in connection with the acceptance or administration of its duties under this Indenture, including the costs and expenses of enforcing this Indenture against the Issuers and the Guarantors (including this Section 7.07) and defending itself against any claim (whether asserted by the Issuers, the Guarantors or any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder, except to the extent any such loss, liability or expense may be attributable to its negligence or bad faith. The Trustee shall notify the Issuers promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Issuers shall not relieve the Issuers or any of the Guarantors of their obligations hereunder. The Issuers or such Guarantor shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have separate counsel and the Issuers shall pay the reasonable fees and expenses of such counsel. Neither the Issuers nor any Guarantor need pay for any settlement made without its consent, which consent shall not be unreasonably withheld.

(c) The obligations of the Issuers and the Guarantors under this Section 7.07 shall survive the satisfaction and discharge of this Indenture.

(d) To secure the Issuers' payment obligations in this Section 7.07, the Trustee shall have a Lien prior to the Notes on all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Notes. Such Lien shall survive the satisfaction and discharge of this Indenture.

(e) When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(l) or (m) hereof occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

(f) The Trustee shall comply with the provisions of TIA § 313(b)(2) to the extent applicable.

Section 7.08 *Replacement of Trustee.*

(a) A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.08.

(b) The Trustee may resign in writing at any time and be discharged from the trust hereby created by so notifying the Issuers in writing. The Holders of a majority in principal amount of the then outstanding Notes may remove the Trustee by so notifying the Trustee and the Issuers in writing. The Issuers may remove the Trustee if:

(1) the Trustee fails to comply with Section 7.10 hereof;

(2) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;

(3) a custodian or public officer takes charge of the Trustee or its property; or

(4) the Trustee becomes incapable of acting.

(c) If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Issuers shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the then outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Issuers.

(d) If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Issuers, or the Holders of at least 10% in principal amount of the then outstanding Notes may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(e) If the Trustee, after written request by any Holder who has been a Holder for at least six months, fails to comply with Section 7.10, such Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(f) A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Issuers. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, *provided* all sums owing to the Trustee hereunder have been paid and subject to the Lien provided for in Section 7.07 hereof. Notwithstanding replacement of the Trustee pursuant to this Section 7.08, the Issuers' obligations under Section 7.07 hereof shall continue for the benefit of the retiring Trustee.

Section 7.09 *Successor Trustee by Merger, etc.*

If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Trustee.

Section 7.10 *Eligibility; Disqualification.*

There shall at all times be a Trustee hereunder that is a corporation organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has a combined capital and surplus of at least $100 million as set forth in its most recent published annual report of condition.

This Indenture shall always have a Trustee who satisfies the requirements of TIA § 310(a)(1), (2) and (5). The Trustee is subject to TIA § 310(b).

Section 7.11 *Preferential Collection of Claims Against Issuers.*

The Trustee is subject to TIA § 311(a), excluding any creditor relationship listed in TIA § 311(b). A Trustee who has resigned or been removed shall be subject to TIA § 311(a) to the extent indicated therein.

ARTICLE 8.

LEGAL DEFEASANCE AND COVENANT DEFEASANCE

Section 8.01 *Option to Effect Legal Defeasance or Covenant Defeasance.*

The Issuers may, at the option of their respective Boards of Directors evidenced by a resolution set forth in an Officers' Certificate of each Issuer, at any time, elect to have either Section 8.02 or 8.03 hereof be applied to all outstanding Notes upon compliance with the conditions set forth below in this Article 8.

Section 8.02 *Legal Defeasance and Discharge.*

Upon the Issuers' exercise under Section 8.01 hereof of the option applicable to this Section 8.02, the Issuers shall, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be deemed to have been discharged from their obligations with respect to all outstanding Notes, the

Guarantors shall be deemed to be discharged from their obligations with respect to their Note Guarantees and the Issuers and Guarantors shall be deemed to be discharged from their obligations with respect to the Collateral Documents on the date the conditions set forth below are satisfied (hereinafter, "*Legal Defeasance*"). For this purpose, Legal Defeasance means that the Issuers and the Guarantors shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes (including the Note Guarantees), which shall thereafter be deemed to be "outstanding" only for the purposes of Section 8.05 hereof and the other Sections of this Indenture referred to in Sections 8.02(a) and (b) below, and to have satisfied all their other obligations under such Notes, the Note Guarantees, the Collateral Documents, and this Indenture (and the Trustee, on demand of and at the expense of the Issuers, shall execute proper instruments acknowledging the same), except for the following provisions which shall survive until otherwise terminated or discharged hereunder:

(a) the rights of Holders of outstanding Notes to receive payments in respect of the principal of, or interest or premium, if any, on such Notes when such payments are due from the trust referred to in Section 8.04 hereof;

(b) the Issuers' obligations with respect to such Notes under Article 2 and Section 4.02 hereof;

(c) the rights, powers, trusts, duties and immunities of the Trustee hereunder and the Issuers' and the Guarantors' obligations in connection therewith; and

(d) this Article 8.

Subject to compliance with this Article 8, the Issuers may exercise their option under this Section 8.02 notwithstanding the prior exercise of its option under Section 8.03 hereof.

Section 8.03 *Covenant Defeasance.*

Upon the Issuers' exercise under Section 8.01 hereof of the option applicable to this Section 8.03, the Issuers, the Restricted Entities, the Restricted Subsidiaries of Wynn Las Vegas and the Restricted Entities, and any Guarantors shall, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be released from each of their obligations under the covenants contained in Sections 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13 and 4.15 through 4.36 inclusive hereof and clauses (5) and (6) of Section 5.01(a) hereof with respect to the outstanding Notes on and after the date the conditions set forth in Section 8.04 hereof are satisfied (hereinafter, "*Covenant Defeasance*"), and the Notes shall thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Notes shall not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes and Note Guarantees, the Issuers, and the Guarantors released shall omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.01 hereof, but, except as specified above, the remainder of this Indenture and such Notes and Note Guarantees shall be unaffected thereby. In addition, upon the Issuers' exercise under Section 8.01 hereof of the option applicable to this Section 8.03 hereof, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, Sections 6.01(c) through 6.01(h), Section 6.01(j) and Sections 6.01(n) through 6.01(p) hereof shall not constitute Events of Default.

Section 8.04 *Conditions to Legal or Covenant Defeasance.*

In order to exercise either Legal Defeasance or Covenant Defeasance under either Section 8.02 or 8.03 hereof:

(a) the Issuers must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders, cash in U.S. dollars, Government Securities, or a combination of cash in U.S. dollars and Government Securities, in amounts as shall be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, or interest and premium, if any, on the outstanding Notes on the stated maturity or on the applicable redemption date, as the case may be, and the Issuers must specify whether the Notes are being defeased to maturity or to a particular redemption date;

(b) in the case of an election under Section 8.02 hereof, the Issuers have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that (1) the Issuers have received from, or there has been published by, the Internal Revenue Service a ruling or (2) since the date of this Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders of the outstanding Notes shall not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and shall be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(c) in the case of an election under Section 8.03 hereof, the Issuers have delivered to the Trustee an Opinion of Counsel reasonably acceptable to the Trustee confirming that the Holders of the outstanding Notes shall not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and shall be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(d) no Default or Event of Default has occurred and is continuing either:

(1) on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit), or

(2) in the case of Legal Defeasance, insofar as Events of Default of the type specified in Section 6.01(l) or Section 6.01(m) are concerned, at any time in the period ending on the 91st day after the date of deposit;

(e) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under any material agreement or instrument (other than this Indenture) to which either Issuer, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, or any

Guarantor is a party or by which any such Person is bound;

(f) in the case of an election under Section 8.02 hereof, the Issuers must deliver to the Trustee an Opinion of Counsel to the effect that, assuming no intervening bankruptcy of the Issuers or any Guarantor between the date of deposit and the 91st day following the deposit and assuming that no Holder of Notes is an "insider" of either Issuer under applicable bankruptcy law, after the 91st day following the deposit, the trust funds shall not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally;

(g) the Issuers must deliver to the Trustee an Officers' Certificate stating that the deposit was not made by the Issuers with the intent of preferring the Holders of Notes over the other creditors of the Issuers with the intent of defeating, hindering, delaying or defrauding creditors of the Issuers or others; and

(h) the Issuers must deliver to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Section 8.05 *Deposited Money and Government Securities to be Held in Trust; Other Miscellaneous Provisions.*

Subject to Section 8.06 hereof, all money and Government Securities (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.05, the "*Trustee*") pursuant to Section 8.04 hereof in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuers acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium, if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

The Issuers shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or Government Securities deposited pursuant to Section 8.04 hereof or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Notwithstanding anything in this Article 8 to the contrary, the Trustee shall deliver or pay to the Issuers from time to time upon the request of the Issuers any money or Government Securities held by it as provided in Section 8.04 hereof which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.04(1) hereof), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

Section 8.06 *Repayment to Issuers.*

Any money deposited with the Trustee or any Paying Agent, or then held by the Issuers, in trust for the payment of the principal of, premium, if any, or interest on any Note and remaining unclaimed for two years after such principal, premium, if any, or interest has become due and payable shall be paid to the Issuers on its request or (if then held by the Issuers) shall be discharged from such trust; and the Holder of such Note shall thereafter be permitted to look only to the Issuers for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuers as trustee thereof, shall thereupon cease; *provided, however*, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Issuers cause to be published once, in the New York Times (national edition) and The Wall Street Journal (national edition), notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such notification or publication, any unclaimed balance of such money then remaining shall be repaid to the Issuers.

Section 8.07 *Reinstatement.*

If the Trustee or Paying Agent is unable to apply any United States dollars or Government Securities in accordance with Section 8.02 or 8.03 hereof, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Issuers and Guarantors' obligations under this Indenture, the Notes, the Note Guarantees and the Collateral Documents shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 or 8.03 hereof until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02 or 8.03 hereof, as the case may be; *provided, however*, that, if the Issuers make any payment of principal of, premium, if any, or interest on any Note following the reinstatement of its obligations, the Issuers shall be subrogated to the rights of

the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

ARTICLE 9.

AMENDMENT, SUPPLEMENT AND WAIVER

Section 9.01 *Without Consent of Holders of Notes.*

Notwithstanding Section 9.02 of this Indenture, without the consent of any Holder, the Issuers, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, or any Guarantor, the Issuers, Guarantors and the Trustee may amend or supplement this Indenture, the Notes, the Note Guarantees or the Collateral Documents to:

(a) cure any ambiguity, defect or inconsistency;

(b) provide for uncertificated Notes in addition to or in place of certificated Notes;

(c) provide for the assumption of the Issuers' or any Guarantor's obligations to the Holders of the Notes by a successor to the Issuers or such Guarantor, as the case may be, in the case of a merger or consolidation or sale of all or substantially all of the Issuers' or such Guarantor's assets pursuant to Article 5 hereof;

(d) make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the legal rights hereunder of any such Holder;

(e) comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the TIA;

(f) allow any Guarantor to execute a supplemental indenture and/or a Note Guarantee;

(g) enter into additional or supplemental Collateral Documents or Guarantees or an intercreditor agreement with respect thereto; or

(h) provide for Additional Notes in accordance with the limitations set forth in this Indenture as of the date of this Indenture.

Upon the request of the Issuers accompanied by a resolution of their respective Boards of Directors authorizing the execution of any such amended or supplemental indenture, and upon receipt by the Trustee of the documents described in Section 7.02 hereof, the Trustee shall join with the Issuers and the Guarantors in the execution of any amended or supplemental indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to enter into such amended or supplemental indenture that affects its own rights, duties or immunities under this Indenture or otherwise.

Section 9.02 *With Consent of Holders of Notes.*

Except as provided below in this Section 9.02, the Issuers, the Guarantors and the Trustee may amend or supplement this Indenture (including, without limitation, Section 3.10, 4.10, 4.15 and 4.16 hereof) the Notes, the Note Guarantees and the Collateral Documents with the consent of the Holders of at least a majority in principal amount of the Notes (including, without limitation, Additional Notes, if any) then outstanding voting as a single class (including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes), and, subject to Sections 6.04 and 6.07 hereof, any existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of, premium, if any, or interest on the Notes, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of this Indenture, the Notes, the Note Guarantees or the Collateral Documents may be waived with the

consent of the Holders of a majority in principal amount of the then outstanding Notes voting as a single class (including, without limitation, consents obtained in connection with purchase of, or a tender offer or exchange offer for, the Notes).

Upon the request of the Issuers accompanied by a resolution of their respective Boards of Directors authorizing the execution of any such amended or supplemental Indenture, and upon the filing with the Trustee of evidence satisfactory to the Trustee of the consent of the Holders of Notes as aforesaid, and upon receipt by the Trustee of the documents described in Section 7.02 hereof, the Trustee shall join with the Issuers and the Guarantors in the execution of such amended or supplemental Indenture unless such amended or supplemental Indenture directly affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such amended or supplemental Indenture.

It is not be necessary for the consent of the Holders of Notes under this Section 9.02 to approve the particular form of any proposed amendment or waiver, but it is sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Issuers shall mail to the Holders of Notes affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Issuers to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amended or supplemental Indenture or waiver. Subject to Sections 6.04 and 6.07 hereof, the Holders of a majority in aggregate principal amount of the Notes then outstanding voting as a single class may waive compliance in a particular instance by the Issuers with any provision of this Indenture or the Notes. However, without the consent of each Holder affected, an amendment or waiver under this Section 9.02 may not (with respect to any Notes held by a non-consenting Holder):

(a) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(b) reduce the principal of or change the fixed maturity of any Note or alter or waive any of the provisions with respect to the redemption of the Notes, except as provided above with respect to Sections 3.10, 4.10, 4.15 and 4.16 hereof;

(c) reduce the rate of or change the time for payment of interest, including default interest, on any Note;

(d) waive a Default or Event of Default in the payment of principal of, or interest or premium, if any, on the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the then outstanding Notes and a waiver of the payment default that resulted from such acceleration);

(e) make any Note payable in money other than that stated in the Notes;

(f) make any change in the provisions of this Indenture relating to waivers of past Defaults or the rights of Holders of Notes to receive payments of principal of, or interest or premium, if any, on the Notes;

(g) waive a redemption payment with respect to any note (other than a payment required by Sections 3.10, 4.10, 4.15 and 4.16 hereof);

(h) release all or substantially all of the Collateral or release any Material Project Assets from the Collateral, in each case except in accordance with the provisions of the Collateral Documents;

(i) release any Guarantor from any of its obligations under its Note Guarantee if the assets or properties of that Guarantor (a) constitute all or substantially all of the Collateral or (b) include Material Project Assets; and

(j) make any change in Section 6.04 or 6.07 hereof or in the foregoing amendment and waiver provisions.

Section 9.03 *Compliance with Trust Indenture Act.*

Every amendment or supplement to this Indenture or the Notes shall be set forth in a amended or supplemental Indenture that complies with the TIA as then in effect.

Section 9.04 *Revocation and Effect of Consents.*

Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder of a Note or subsequent Holder of a Note may revoke the consent as to its Note if the Trustee receives written notice of revocation before the date the waiver, supplement or amendment becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder.

Section 9.05 *Notation on or Exchange of Notes.*

The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Issuers in exchange for all Notes may issue and the Trustee shall, upon receipt of an Authentication Order, authenticate new Notes that reflect the amendment, supplement or waiver.

Failure to make the appropriate notation or issue a new Note shall not affect the validity and effect of such amendment, supplement or waiver.

Section 9.06 *Trustee to Sign Amendments, etc.*

The Trustee shall sign any amended or supplemental Indenture authorized pursuant to this Article 9 if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. The Issuers and the Guarantors may not sign an amendment or supplemental Indenture until their respective Boards of Directors approve it. In executing any amended or supplemental indenture, the Trustee shall be entitled to receive and (subject to Section 7.01 hereof) shall be fully protected in relying upon, in addition to the documents required by Section 13.04 hereof, an Officers' Certificate and an Opinion of Counsel stating that the execution of such amended or supplemental Indenture is authorized or permitted by this Indenture.

ARTICLE 10.

COLLATERAL AND SECURITY

Section 10.01 *Collateral Documents.*

The due and punctual payment of the principal of and interest and premium, if any, on the Notes when and as the same shall be due and payable, whether on an interest payment date, at maturity, by acceleration, repurchase, redemption or otherwise, and interest on the overdue principal of and interest and premium (to the extent permitted by law), if any, on the Notes and performance of all other obligations of the Issuers and Guarantors to the Holders of Notes or the Trustee under this Indenture and the Notes, according to the terms hereunder or thereunder, are secured as provided in the Collateral Documents which the Issuers and Guarantors have entered into simultaneously with the execution of this Indenture (including, without limitation, the Collateral Documents listed on Exhibit E hereto). Each Holder of Notes, by its acceptance thereof, consents and agrees to the terms of the Collateral Documents (including, without limitation, the provisions providing for foreclosure and release of Collateral and limitations on exercise of rights and remedies) as the same may be in effect or may be amended from time to time in accordance with the terms of this Indenture and the Collateral

Documents and authorizes and directs the Trustee to enter into the Collateral Documents and to perform its obligations and exercise its rights thereunder in accordance therewith. The Issuers shall do or cause to be done all such acts and things as may be necessary or proper, or as may be required by the provisions of the Collateral Documents, to assure and confirm to the Trustee the security interests in the Collateral contemplated hereby, by the Collateral Documents or any part thereof, as from time to time constituted, so as to render the same available (subject to the terms of the Intercreditor Agreements) for the security and benefit of this Indenture, the Notes and the Note Guarantees secured by the Collateral Documents, according to the intent and purposes therein expressed. Subject to the terms of the Intercreditor Agreements, the Issuers and the Restricted Entities shall take, and shall cause their respective Restricted Subsidiaries that are party to one or more Collateral Documents to take, upon request of the Trustee, any and all actions reasonably required to cause the Collateral Documents to create and maintain, as security for the Obligations of the Issuers hereunder and of the Guarantors under the Note Guarantees, a valid and enforceable perfected Lien of the priority required by the Collateral Documents in and on all the Collateral, in favor of the Trustee for the benefit of the Holders of Notes, superior to and prior to the rights of all third Persons, in each case, subject only to the Liens securing the obligations under the Credit Agreement and other Permitted Liens and the terms of the Intercreditor Agreements.

Section 10.02 *Recording and Opinions.*

(a) The Issuers shall furnish to the Trustee simultaneously with the execution and delivery of this Indenture an Opinion of Counsel either:

(1) stating that, in the opinion of such counsel, all action has been taken with respect to the recording, registering and filing of this Indenture, financing statements or other instruments necessary to make effective the Lien intended to be created by the Collateral Documents, and reciting with respect to the security interests in the Collateral, the details of such action; or

(2) stating that, in the opinion of such counsel, no such action is necessary to make such Lien effective.

(b) The Issuers shall furnish to the Trustee on in each year beginning with , 2003, an Opinion of Counsel, dated as of such date, either:

(1) (A) stating that, in the opinion of such counsel, action has been taken with respect to the recording, registering, filing, re-recording, re-registering and re-filing of all supplemental indentures, financing statements, continuation statements or other instruments of further assurance as is necessary to maintain the Lien of the Collateral Documents and reciting with respect to the security interests in the Collateral the details of such action or referring to prior Opinions of Counsel in which such details are given, and (B) stating that, in the opinion of such counsel, based on relevant laws as in effect on the date of such Opinion of Counsel, all financing statements and continuation statements have been executed and filed that are necessary as of such date and during the succeeding 12 months fully to preserve and protect, to the extent such protection and preservation are possible by filing, the rights of the Holders of Notes and the Trustee hereunder and under the Collateral Documents with respect to the security interests in the Collateral;

(2) stating that, in the opinion of such counsel, no such action is necessary to maintain such Lien and assignment.

(c) The Issuers shall otherwise comply with the provisions of TIA §314(b).

Section 10.03 *Release of Collateral.*

(a) Subject to the other provisions of this Section 10.03 and the terms of the Intercreditor Agreements and the other Collateral Documents, the Trustee will determine the circumstances and manner in which the Collateral will be disposed of, including the determination of whether to release

all or any portion of the Collateral from the security interests created by the Collateral Documents and whether to foreclose on the Collateral following an Event of Default. Collateral may be released from the Lien and security interests created by the Collateral Documents at any time or from time to time in accordance with the provisions of the Collateral Documents and as provided in this Section 10.03. Subject to the provisions of the Intercreditor Agreements, upon the request of the Issuers pursuant to an Officers' Certificate certifying that all terms for release and conditions precedent under this Indenture and under any applicable Collateral Document have been met and specifying (1) the identity of the Collateral to be released and (2) the provisions of this Indenture or the applicable Collateral Document which authorize such release, the Trustee shall release the Liens in favor of the Trustee (at the sole cost and expense of the Issuers) on:

(1) all Collateral that is contributed, sold, leased, conveyed, transferred or otherwise disposed of (a) in an Asset Sale, Permitted Investment or Restricted Payment in accordance with this Indenture and the Collateral Documents, (b) to an Unrestricted Subsidiary of Wynn Las Vegas in accordance with this Indenture and the Collateral Documents or (c) as expressly permitted by the Collateral Documents;

(2) all Collateral that is condemned, seized or taken by the power of eminent domain or otherwise confiscated pursuant to an Event of Loss; *provided* that the Net Loss Proceeds, if any, from the Event of Loss are or shall be applied in accordance with Sections 3.10 and 4.16 hereof;

(3) all Collateral (except as provided in Articles 8 and 12 of this Indenture) upon discharge or defeasance of this Indenture in accordance with Article 8 or Article 12 hereof;

(4) all Collateral upon the payment in full in immediately available funds of all Obligations of the Issuers and the Guarantors under this Indenture, the Notes and the Collateral Documents;

(5) except as otherwise provided in this Indenture, the Collateral Documents or the Wynn Resorts Agreement, Collateral of a Guarantor or of Wynn Resorts, as applicable, whose Note Guarantee or Parent Guarantee or Parent Security Agreement is released or terminated pursuant to the terms of this Indenture or the Wynn Resorts Agreement, as the case may be;

(6) the Released Assets; and

(7) Government Transfers consisting of transfers of fee interests in real property.

(b) The Trustee shall release (at the sole cost and expense of the Issuers) the Liens in favor of the Trustee for the benefit of the Holders on all of the Golf Course Land, the Equity Interests in Desert Inn Improvement Co. and/or Desert Inn Water Company and the related Water Rights, so long as:

(1) both immediately prior to the release of the Liens (or, in the case of the release of the Golf Course Land, at the time a binding agreement for the disposition of that land is entered into, so long as the disposition takes place within 60 days following the date on which that binding agreement is entered into) and after giving pro forma effect to that release (as if, for purposes of calculating the Consolidated Leverage Ratio, such release had been made at the beginning of the applicable four-quarter period):

(A) no Default or Event of Default exists,

(B) the Consolidated Leverage Ratio of the Issuers and their Restricted Subsidiaries for the period of four consecutive fiscal quarters of Wynn Las Vegas ending immediately prior to the release date is 3.0 to 1.0 or less, and

(C) the senior secured long-term Indebtedness under the Credit Agreement is rated BB+ or higher by S&P and Ba1 or higher by Moody's,

(2) the release occurs on or after the third anniversary of the Opening Date,

(3) the lenders under the Credit Agreement concurrently release their Liens on the Golf Course Land, the Equity Interests in Desert Inn Improvement Co. and/or Desert Inn Water Company and the Water Rights, in each case, to be released by the Trustee,

(4) Desert Inn Water Company owns no assets other than the stock of Desert Inn Improvement Co.,

(5) the Water Rights that are released are not necessary for the operation or use of the Project after giving effect to the release of the Golf Course Land, and

(6) Wynn Resorts Holdings delivers an Officers' Certificate (including supporting calculations in reasonable detail) to the Trustee confirming that the conditions in clauses (1), (2), (3), (4) and (5) of this Section 10.03(b) have been satisfied.

(c) The Trustee shall release (at the sole cost and expense of the Issuers) the Liens granted by Wynn Resorts Holdings in favor of the Trustee for the benefit of the Holders in the Home Site Land if the lenders under the Credit Agreement concurrently release their first Liens on the Home Site Land, so long as no Default or Event of Default exists or is continuing immediately prior to or after giving effect to such release; *provided* that it shall not be deemed to be a release of such first priority Liens requiring the release by the Trustee of its Liens (for the benefit of the Holders) on the Home Site Land if the release of such first priority Liens is as a result of an extension, refinancing, renewal, replacement, amendment and restatement, restatement, defeasance or refunding (collectively, a "*refinancing*") of the Credit Agreement, as a result of which the first priority Liens in favor of the administrative agent (for the benefit of the lenders under the Credit Agreement) are replaced with Liens in favor of the lenders or holders of such refinancing Indebtedness (or a representative on their behalf). In the event that, following the release of the Trustee's Liens (for the benefit of the Holders) in the Home Site Land, Wynn Las Vegas, the Restricted Entities or any of their respective Restricted Subsidiaries grants a Lien on any or all of the Home Site Land to secure such refinancing Indebtedness or any guarantee thereof, such Person shall concurrently grant a Lien on such portions of the Home Site Land in favor of the Trustee for the benefit of the Holders to secure the Notes (or, if such Person is a Guarantor, its Note Guarantee); *provided* that the Lien in favor of the Trustee for the benefit of the Holders shall be a second priority Lien, subject only to the Liens securing the refinancing Indebtedness or the guarantee of such Indebtedness, as applicable, and other Permitted Liens).

(d) The Trustee shall release (at the sole cost and expense of the Issuers) the Liens granted by Wynn Resorts Holdings on the Wynn Home Site Land to secure its Obligations under its Note Guarantee in order to permit the construction of a personal residence for Stephen A. Wynn, so long as:

(1) no Default or Event of Default exists or is continuing immediately prior to or after giving effect to that release,

(2) the cash purchase price paid by Stephen A. Wynn for the Wynn Home Site Land prior to the release of such Liens in immediately available funds shall not be less than the then fair market value of the Wynn Home Site Land,

(3) the purchase price is paid directly to Wynn Resorts Holdings so long as, prior to the release of such Liens, such purchase price is contributed in immediately available funds to Wynn Las Vegas as a common equity capital contribution (the "*Steve Wynn Capital Contribution*"),

(4) the construction of Stephen A. Wynn's personal residence shall not interfere with the design, construction, operation or use of the remainder of the Golf Course Land as a Golf Course and otherwise could not reasonably be expected to materially impair the overall value of the Project,

(5) the lenders under the Credit Agreement concurrently release their Liens on the Wynn Home Site Land, and

(6) Wynn Resorts Holdings delivers an Officers' Certificate to the Trustee confirming that the conditions in clauses (1), (2), (3), (4) and (5) of this Section 10.03(d) have been satisfied.

(e) The Trustee shall release (at the sole cost and expense of the Issuers) the Liens granted by Valvino Lamore in favor of the Trustee for the benefit of the Holders on the Phase II Land to secure its Obligations under its Note Guarantee if the lenders under the Credit Agreement concurrently release their first priority Liens in the Phase II Land, so long as no Default or Event of Default exists or is continuing immediately prior to or after giving effect to that release; *provided* that it shall not be deemed to be a release of such first priority Liens requiring the release by the Trustee of its Liens on the Phase II Land if the release of such first priority Liens is as a result of a refinancing of the Credit Agreement, as a result of which the first priority Liens in favor of the administrative agent (for the benefit of the lenders under the Credit Agreement) are replaced with Liens in favor of the lenders or holders of such refinancing Indebtedness (or a representative on their behalf). In the event that, following the release of the Trustee's Liens (for the benefit of the Holders) in the Phase II Land, Wynn Las Vegas, the Restricted Entities or any of their respective Restricted Subsidiaries grants a Lien on any or all of the Phase II Land to secure such refinancing Indebtedness or any guarantee thereof, such Person shall concurrently grant a Lien on such Phase II Land in favor of the Trustee for the benefit of the Holders to secure the Notes (or, if such Person is a Guarantor, its Note Guarantee); *provided* that the Lien in favor of the Trustee for the benefit of the Holders shall be a second priority Lien, subject only to the Liens securing the refinancing Indebtedness or the guarantee of such Indebtedness, as applicable, and other Permitted Liens). Notwithstanding anything to the contrary herein, nothing in this Section 10.03(e) shall permit the release of any portions of the Phase II Land on which any Entertainment Facility is being or has been constructed from time to time.

(f) Upon receipt by the Trustee of the applicable Officers' Certificate required to be delivered pursuant to Sections 10.03(a), (b), (c), (d) or (e), as the case may be, the Trustee shall execute, deliver or acknowledge any necessary or proper instruments of termination, satisfaction or release to evidence the release of any Collateral permitted to be released pursuant to this Section 10.03.

(g) The release of any Collateral from the terms of this Indenture and the Collateral Documents shall not be deemed to impair the security under this Indenture in contravention of the provisions hereof if and to the extent the Collateral is released pursuant to the terms of the Collateral Documents or this Indenture. To the extent applicable, the Issuers shall cause TIA § 313(b), relating to reports, and TIA § 314(d), relating to the release of property or securities from the Lien and security interest of the Collateral Documents and this Indenture and relating to the substitution therefor of any property or securities to be subjected to the Lien and security interest of the Collateral Documents and this Indenture, to be complied with. Any certificate or opinion required by TIA § 314(d) may be made by an Officer of Wynn Las Vegas except in cases where TIA § 314(d) requires that such certificate or opinion be made by an independent Person, which Person shall be an independent engineer, appraiser or other expert selected or approved by the Trustee in the exercise of reasonable care.

(h) Notwithstanding anything to the contrary in this Indenture or the Collateral Documents, no Collateral may be released from the Lien and security interests created by the Collateral Documents unless the Officers' Certificate required by this Section 10.03 has been delivered to the Trustee and any applicable

provisions of the Intercreditor Agreements have been complied with.

(i) At any time when a Default or Event of Default has occurred and is continuing and the maturity of the Notes has been accelerated (whether by declaration or otherwise), no release of Collateral pursuant to the provisions of this Section 10.03 or the Collateral Documents shall be effective as against the Holders of Notes.

Section 10.04 *Certificates of the Issuers.*

In addition to the requirements under Section 10.03, the Issuers shall furnish to the Trustee, prior to each proposed release of Collateral pursuant to the Collateral Documents:

(a) all documents required by TIA §314(d) and the Collateral Documents; and

(b) an Opinion of Counsel, which may be rendered by internal counsel to the Issuers, to the effect that such accompanying documents constitute all documents required by TIA §314(d).

The Trustee may, to the extent permitted by Sections 7.01 and 7.02 hereof, accept as conclusive evidence of compliance with the foregoing provisions the appropriate statements contained in such documents and such Opinion of Counsel.

Section 10.05 *Certificates of the Trustee.*

In the event that the Issuers wish to release Collateral in accordance with the Collateral Documents and have delivered the certificates and documents required by the Collateral Documents and Sections 10.03 and 10.04 hereof, the Trustee shall determine whether it has received all documentation required by TIA § 314(d) in connection with such release.

Section 10.06 *Authorization of Actions to Be Taken by the Trustee Under the Collateral Documents.*

Subject to the provisions of Section 7.01 and 7.02 hereof and the Collateral Documents, the Trustee may, in its sole discretion and without the consent of the Holders of Notes, on behalf of the Holders of Notes, take all actions it deems necessary or appropriate in order to:

(a) enforce any of the terms of the Collateral Documents; and

(b) collect and receive any and all amounts payable in respect of the Obligations of the Issuers and the Guarantors hereunder and under the Collateral Documents.

The Trustee shall have power to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Collateral by any acts that may be unlawful or in violation of the Collateral Documents or this Indenture, and such suits and proceedings as the Trustee may deem expedient to preserve or protect its interests and the interests of the Holders of Notes in the Collateral (including power to institute and maintain suits or proceedings to restrain the enforcement of or compliance with any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of, or compliance with, such enactment, rule or order would impair the security interest hereunder or be prejudicial to the interests of the Holders of Notes or of the Trustee).

Section 10.07 *Authorization of Receipt of Funds by the Trustee Under the Collateral Documents.*

The Trustee is authorized to receive any funds for the benefit of the Holders of Notes distributed under the Collateral Documents, and to make further distributions of such funds to the Holders of Notes according to the provisions of this Indenture.

Section 10.08 *Rights in the Pledged Collateral.*

(a) So long as no Event of Default shall have occurred and be continuing, and subject to the provisions of this Indenture, the Intercreditor Agreements and the other Collateral Documents, Wynn Las Vegas and each Guarantor shall be entitled to receive the benefit of all cash dividends, interest and other payments made upon or with respect to the Collateral pledged by such Person and to exercise any voting and other consensual rights pertaining to the Collateral pledged by such Person. Upon the occurrence and during the continuance of an Event of Default and, subject to the terms of the

Collateral Documents and the limitations in the Intercreditor Agreements and the exercise by the Trustee of its rights under the Collateral Documents:

(1) upon receipt by the affected Person of notice from the Trustee so stating, all rights of such Person to exercise such voting or other consensual rights shall cease, and all such rights shall become vested in the Trustee which, to the extent permitted by law, shall have the sole right to exercise such rights;

(2) all rights of such Person to receive all cash dividends, interest and other payments made upon, or with respect to, the Collateral shall cease and such cash dividends, interest and other payments shall be paid to the Trustee; and

(3) subject to applicable law, the Trustee may sell the Collateral or any part thereof in accordance with the terms of this Indenture, the Intercreditor Agreements and the other Collateral Documents.

(b) Nothing contained in this Section 10.08 shall be deemed to restrict the ability of Wynn Las Vegas to make the Restricted Payments permitted to be made during the occurrence of an Event of Default under Section 4.07(b) hereof.

Section 10.09 *Termination of Security Interest.*

Upon the payment in full in immediately available funds of all Obligations of the Issuers under this Indenture and the Notes, or upon Legal Defeasance, the Trustee shall, at the written request of the Issuers, release the Liens on the Collateral and take such actions at the Issuers' sole cost and expense as the Issuers may reasonably request to evidence such release, including, without limitation, the return of assets pledged as Collateral and the execution and delivery of related instruments of transfer, lien, releases, reconveyances, termination statements and any similar documents and instruments.

ARTICLE 11.

NOTE GUARANTEES

Section 11.01 *Note Guarantee.*

(a) Subject to this Article 11, each of the Guarantors hereby, jointly and severally, unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes, the Collateral Documents or the obligations of the Issuers hereunder or thereunder, that:

(1) the principal of, premium, if any, and interest on the Notes shall be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Issuers to the Holders or the Trustee hereunder or thereunder shall be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(2) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise.

Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and performance and not a guarantee of collection.

(b) The Guarantors hereby agree that their obligations hereunder are unconditional, irrespective of the validity, regularity or enforceability of the Notes, this Indenture or the Collateral Documents, the

absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuers, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of either Issuer, any right to require a proceeding first against the Issuers, protest, notice and all demands whatsoever and covenant that this Note Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and this Indenture.

(c) If any Holder or the Trustee is required by any court or otherwise to return to the Issuers, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuers or the Guarantors, any amount paid by either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(d) Each Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (1) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 hereof for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (2) in the event of any declaration of acceleration of such obligations as provided in Article 6 hereof, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Note Guarantee. The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

Section 11.02 *Limitation on Guarantor Liability.*

Each Guarantor, and by its acceptance of Notes, each Holder, hereby confirms that it is the intention of all such parties that the Note Guarantee of such Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Note Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors hereby irrevocably agree that the obligations of such Guarantor shall be limited to the maximum amount that shall, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article 11, result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent transfer or conveyance.

Section 11.03 *Execution and Delivery of Note Guarantee.*

To evidence its Note Guarantee set forth in Section 11.01, each Guarantor hereby agrees that a notation of such Note Guarantee substantially in the form attached as Exhibit B hereto shall be endorsed by an Officer of such Guarantor on each Note authenticated and delivered by the Trustee and that this Indenture shall be executed on behalf of such Guarantor by one of its Officers.

Each Guarantor hereby agrees that its Note Guarantee set forth in Section 11.01 shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Note Guarantee.

If an Officer whose signature is on this Indenture or on the Note Guarantee no longer holds that office at the time the Trustee authenticates the Note on which a Note Guarantee is endorsed, the Note Guarantee shall be valid nevertheless.

The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Note Guarantee set forth in this Indenture on behalf of the Guarantors.

In the event that the Issuers create or acquire any Subsidiary after the date of this Indenture, if required by Sections 4.26 and 4.31 hereof, the Issuers shall cause such Subsidiary to comply with the provisions of Sections 4.26 and 4.31 hereof and this Article 11, to the extent applicable.

Section 11.04 *Guarantors May Consolidate, etc., on Certain Terms.*

In case of any consolidation, merger, sale or conveyance of or involving a Guarantor under Section 5.01 hereof, and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Note Guarantee endorsed upon the Notes and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by the Guarantor, such successor Person shall succeed to and be substituted for the Guarantor with the same effect as if it had been named herein as a Guarantor. Such successor Person thereupon may cause to be signed any or all of the Note Guarantees to be endorsed upon all of the Notes issuable hereunder which theretofore shall not have been signed by the Issuers and delivered to the Trustee. All the Note Guarantees so issued shall in all respects have the same legal rank and benefit under this Indenture as the Note Guarantees theretofore and thereafter issued in accordance with the terms of this Indenture as though all of such Note Guarantees had been issued at the date of the execution hereof.

Except as set forth in Articles 4 and 5 hereof, nothing contained in this Indenture or in any of the Notes shall prevent any consolidation or merger of a Guarantor with or into the Issuers or another Guarantor, or shall prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Issuers or another Guarantor.

Section 11.05 *Releases Following Sale of Assets.*

Subject to compliance with Section 5.01 hereof, the Note Guarantee of a Guarantor and the security interests granted by that Guarantor to secure its Note Guarantee shall be released: (1) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) Wynn Las Vegas, a Restricted Entity or one of their respective Restricted Subsidiaries, or Wynn Resorts if it is then a Parent Guarantor, if the sale or other disposition complies with the applicable provisions of this Indenture, including, without limitation, Section 4.10 hereof; or (2) in connection with any sale of all of the Capital Stock of a Guarantor, to a Person that is not (either before or after giving effect to such transaction) Wynn Las Vegas, a Restricted Entity or one of their respective Restricted Subsidiaries, or Wynn Resorts if it is then a Parent Guarantor, if the sale complies with the applicable provisions of this Indenture, including, without limitation, Section 4.10 hereof. Upon delivery by Wynn Las Vegas to the Trustee of an Officers' Certificate and an Opinion of Counsel to the effect that such sale or other disposition was made by the Issuers in accordance with the provisions of this Indenture, including, without limitation, Section 4.10 hereof, the Trustee shall execute any documents reasonably required in order to evidence the release of any Guarantor from its obligations under its Note Guarantee.

Any Guarantor not released from its obligations under its Note Guarantee shall remain liable for the full amount of principal of and interest and premium, if any, on the Notes and for the other obligations of any Guarantor under this Indenture as provided in this Article 11.

ARTICLE 12.

SATISFACTION AND DISCHARGE

Section 12.01 *Satisfaction and Discharge.*

This Indenture and the Collateral Documents shall be discharged and shall cease to be of further effect as to all Notes issued hereunder, when:

(a) either:

(1) all Notes that have been authenticated, except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust and thereafter repaid to the Issuers, have been delivered to the Trustee for cancellation; or

(2) all Notes that have not been delivered to the Trustee for cancellation have become due and payable by reason of the mailing of a notice of redemption or otherwise or shall become due and payable within one year and the Issuers have or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, Government Securities, or a combination thereof, in such amounts as shall be sufficient without consideration of any reinvestment of interest, to pay and discharge the entire indebtedness on the Notes not delivered to the Trustee for cancellation for principal, premium and accrued interest to the date of maturity or redemption;

(b) no Default or Event of Default has occurred and is continuing on the date of such deposit or shall occur as a result of the deposit and the deposit shall not result in a breach or violation of, or constitute a default under, any other instrument to which either Issuer or any Guarantor is a party or by which either Issuer or any Guarantor is bound;

(c) the Issuers or any Guarantor have paid or caused to be paid all sums payable by the Issuers under this Indenture; and

(d) the Issuers have delivered irrevocable instructions to the Trustee under this Indenture to apply the deposited money toward the payment of the Notes at maturity or the redemption date, as the case may be.

In addition, the Issuers must deliver an Officers' Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Notwithstanding the satisfaction and discharge of this Indenture, if money has been deposited with the Trustee pursuant to subclause (1) of clause (a) of this Section, the provisions of Section 12.02 and Section 8.06 shall survive. In addition, nothing in this Section 12.01 shall be deemed to discharge those provisions of Section 7.07 hereof, that, by their terms, survive the satisfaction and discharge of this Indenture.

Section 12.02 *Application of Trust Money.*

Subject to the provisions of Section 8.06, all money deposited with the Trustee pursuant to Section 12.01 shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuers acting as their own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money need not be segregated from other funds except to the extent required by law.

If the Trustee or Paying Agent is unable to apply any money or Government Securities in accordance with Section 12.01 by reason of any legal proceeding or by reason of any order or judgment

of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Issuers' and any Guarantor's obligations under this Indenture, the Notes and the Collateral Documents shall be revived and reinstated as though no deposit had occurred pursuant to Section 12.01; *provided* that if the Issuers have made any payment of principal of, premium, if any, or interest on any Notes because of the reinstatement of its obligations, the Issuers shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money or Government Securities held by the Trustee or Paying Agent.

ARTICLE 13.

MISCELLANEOUS

Section 13.01 *Trust Indenture Act Controls.*

If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by TIA §318(c), the imposed duties shall control.

Section 13.02 *Notices.*

Any notice or communication by the Issuers, any Guarantor or the Trustee to the others is duly given if in writing and delivered in Person or mailed by first class mail (registered or certified, return receipt requested), telex, telecopier or overnight air courier guaranteeing next day delivery, to the others' address:

If to the Issuers and/or any Guarantor:

c/o Wynn Las Vegas, LLC
3145 Las Vegas Boulevard
South Las Vegas, NV 89109
Telecopier No.: (702) 733-4596
Attention: Marc Rubinstein, General Counsel

With a copy to:

Irell & Manella LLP
1800 Avenue of the Stars, Suite 900
Los Angeles, CA 90067-4276
Telecopier No.: (310) 203-7199
Attention: C. Kevin McGeehan, Esq.
Meredith Jackson, Esq.

If to the Trustee:

Wells Fargo Bank, National Association
MAC N903-110
Sixth & Marquette
Minneapolis, MN 55479
Telecopier: (612) 667-2160
Attention: Michael Slade, Corporate Trust Services

The Issuers, any Guarantor or the Trustee, by notice to the others may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when answered back, if telexed; when receipt

acknowledged, if telecopied; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

Any notice or communication to a Holder shall be mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery to its address shown on the register kept by the Registrar. Any notice or communication shall also be so mailed to any Person described in TIA § 313(c), to the extent required by the TIA. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Issuers mail a notice or communication to Holders, they shall mail a copy to the Trustee and each Agent at the same time.

Section 13.03 *Communication by Holders of Notes with Other Holders of Notes.*

Holders may communicate pursuant to TIA § 312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Issuers, the Guarantors, the Trustee, the Registrar and anyone else shall have the protection of TIA § 312(c).

Section 13.04 *Certificate and Opinion as to Conditions Precedent.*

Upon any request or application by the Issuers to the Trustee to take any action under this Indenture, the Issuers shall furnish to the Trustee:

(a) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee (which must include the statements set forth in Section 13.05 hereof) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been satisfied; and

(b) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (which must include the statements set forth in Section 13.05 hereof) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been satisfied.

Section 13.05 *Statements Required in Certificate or Opinion.*

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to TIA § 314(a)(4)) must comply with the provisions of TIA § 314(e) and must include:

(a) a statement that the Person making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been satisfied; and

(d) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been satisfied.

Section 13.06 *Rules by Trustee and Agents.*

The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

Section 13.07 *No Personal Liability of Directors, Officers, Employees and Equity Holders.*

No director, officer, employee, incorporator, organizer, equity holder or member of either Issuer, any Restricted Entity, any of the Restricted Subsidiaries of Wynn Las Vegas or any Restricted Entity, or any Guarantor, as such, shall have any liability for any obligations of either Issuer, any Restricted Entity, any such Restricted Subsidiary or any Guarantor under the Notes, the Note Guarantees, this Indenture, the Collateral Documents or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Section 13.08 *Governing Law.*

THE INTERNAL LAW OF THE STATE OF NEW YORK WILL GOVERN AND BE USED TO CONSTRUE THIS INDENTURE, THE NOTES AND THE NOTE GUARANTEES WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

Section 13.09 *No Adverse Interpretation of Other Agreements.*

This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Issuers, the Restricted Entities or their respective Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 13.10 *Successors.*

All agreements of the Issuers in this Indenture and the Notes shall bind their successors. All agreements of the Trustee in this Indenture shall bind its successors. All agreements of each Guarantor in this Indenture shall bind its successors, except as otherwise provided in Section 11.05.

Section 13.11 *Severability.*

In case any provision in this Indenture or in the Notes is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13.12 *Counterpart Originals.*

The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

Section 13.13 *Table of Contents, Headings, etc.*

The Table of Contents, Cross-Reference Table and Headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

[*Signatures on following pages*]

SIGNATURES

Dated as of , 2002

ISSUERS:

WYNN LAS VEGAS, LLC,
a Nevada limited liability company,

By: Wynn Resorts Holdings, LLC,
a Nevada limited liability company,
its sole member

By: Valvino Lamore, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts, Limited, a Nevada corporation, its sole member

Name:
Title:

WYNN LAS VEGAS CAPITAL CORP.,
a Nevada corporation,

By:

Name:
Title:

GUARANTORS:

DESERT INN WATER COMPANY, LLC,
a Nevada limited liability company,

By: Valvino Lamore, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts, Limited,
a Nevada corporation,
its sole member

Name:
Title:

WYNN DESIGN & DEVELOPMENT, LLC,
a Nevada limited liability company,

By: Valvino Lamore, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts, Limited,

a Nevada corporation,
its sole member

Name:
Title:

WYNN RESORTS HOLDINGS, LLC,
a Nevada limited liability company,

By: Valvino Lamore, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts, Limited,
a Nevada corporation,
its sole member

Name:
Title:

LAS VEGAS JET, LLC,
a Nevada limited liability company,

By: Wynn Las Vegas, LLC,
a Nevada limited liability company,

By: Wynn Resorts Holdings, LLC,
a Nevada limited liability company,
its sole member

By: Valvino Lamore, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts, Limited,
a Nevada corporation,
its sole member

Name:
Title:

WORLD TRAVEL, LLC,
a Nevada limited liability company,

By: Wynn Las Vegas, LLC,
a Nevada limited liability company,

By: Wynn Resorts Holdings, LLC,
a Nevada limited liability company,
its sole member

By: Valvino Lamore, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts, Limited,
a Nevada corporation,
its sole member

Name:
Title:

PALO, LLC,
a Delaware limited liability company,

By: Wynn Resorts Holdings, LLC,

a Nevada limited liability company,
its sole member

By: Valvino Lamore, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts, Limited,
a Nevada corporation,
its sole member

Name:
Title:

VALVINO LAMORE, LLC,
a Nevada limited liability company,

By: Wynn Resorts, Limited,
a Nevada corporation, its sole member

Name:
Title:

Attest:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:

Name:
Title:

Attest:

Authorized Signatory
Date:

[Face of Note]

CUSIP/CINS *983130 AA3*

% Second Mortgage Notes due 2010

No. $

WYNN LAS VEGAS, LLC
WYNN LAS VEGAS CAPITAL CORP.

promises to pay to *CEDE & CO.*
or registered assigns,
the principal sum of
Dollars on , 2010.
Interest Payment Dates: and
Record Dates: and
Dated: , 2002

WYNN LAS VEGAS, LLC,
a Nevada limited liability company,

By: Wynn Resorts Holdings, LLC,
a Nevada limited liability company,
its sole member

By: Valvino Lamore, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts, Limited, a Nevada corporation, its sole

member

Name:
Title:

By:

Name:
Title:

WYNN LAS VEGAS CAPITAL CORP.,
a Nevada corporation,

By:

Name:

By:

Name:

This is one of the Notes referred to
in the within-mentioned Indenture:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By:

Authorized Signatory

[Back of Note]
% Second Mortgage Notes due 2010

THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (1) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.06 OF THE INDENTURE, (2) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.06(a) OF THE INDENTURE, (3) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.11 OF THE INDENTURE AND (4) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF WYNN LAS VEGAS, LLC AND WYNN LAS VEGAS CAPITAL CORP.

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN DEFINITIVE FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) ("DTC"), TO THE ISSUERS OR THEIR AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.[1]

[1] *This legend should be included on the Global Notes and omitted from Definitive Notes.*

Capitalized terms used herein have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

(1) *Interest*. Wynn Las Vegas, LLC, a Nevada limited liability company ("*Wynn Las Vegas*") and Wynn Las Vegas Capital Corp., a Nevada corporation ("*Wynn Capital*," and together with Wynn Las Vegas, the "*Issuers*"), as joint and several obligors, promise to pay interest on the principal amount of this Note at % per annum from , 2002 until maturity. The Issuers shall pay interest semi-annually in arrears on and of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "*Interest Payment Date*"). Interest on the Notes shall accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance; *provided* that if there is no existing Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; *provided*, *further*, that the first Interest Payment Date shall be , 2003. The Issuers shall pay interest (including post-petition interest in any proceeding under

any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at a rate that is 1% per annum in excess of the rate then in effect; they shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on

overdue installments of interest (without regard to any applicable grace periods) from time to time on demand at the same rate to the extent lawful. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

(2) *Method of Payment*. The Issuers shall pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders of Notes at the close of business on the or next preceding the Interest Payment Date, even if such Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. The Notes shall be payable as to principal, premium, if any, and interest at the office or agency of the Issuers maintained for such purpose within or without the City and State of New York, or, at the option of the Issuers, payment of interest may be made by check mailed to the Holders at their addresses set forth in the register of Holders; *provided* that payment by wire transfer of immediately available funds shall be required with respect to principal of and interest and premium, if any, on, all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions to the Issuers or the Paying Agent. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

(3) *Paying Agent and Registrar*. Initially, Wells Fargo Bank, National Association, the Trustee under the Indenture, shall act as Paying Agent and Registrar. The Issuers may change any Paying Agent or Registrar without notice to any Holder. Either Issuer or any of their Restricted Subsidiaries may act in any such capacity.

(4) *Indenture and Collateral Documents*. The Issuers issued the Notes under an Indenture dated as of , 2002 (the "*Indenture*") among the Issuers, the Guarantors and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S. Code §§ 77aaa-77bbbb). The Notes are subject to all such terms, and Holders are referred to the Indenture and such Act for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Notes are secured obligations of the Issuers. The Issuers may issue Notes in a maximum aggregate principal amount of (a) $440.0 million, *less* (b) the aggregate principal amount of all Indebtedness incurred pursuant to clauses (11) and (12) of Section 4.09(b) of the Indenture, other than through the issuance of Additional Notes under the Indenture. The Notes and the Note Guarantees are secured by a grant of a security interest in Collateral pursuant to the Collateral Documents referred to in the Indenture.

(5) *Optional Redemption.*

(a) Except as set forth in subparagraph (b) of this Paragraph 5, the Issuers shall not have the option to redeem the Notes prior to , 2006. Thereafter, the Issuers shall have the option to redeem the Notes, in whole or in part, upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest thereon to the applicable redemption date, if redeemed during the twelve-month period beginning on of the years indicated below:

Year	Percentage
2006	%
2007	%
2008 and thereafter	100.000%

(b) Notwithstanding the provisions of subparagraph (a) of this Paragraph 5, at any time prior to , 2005, the Issuers may on one or more occasions redeem up to 35% of

the aggregate principal amount of Notes with the net cash proceeds of one or more Qualified Equity Offerings (other than the IPO) at a redemption price equal to % of the principal amount redeemed, plus accrued and unpaid interest thereon to the redemption date; *provided* that at least 65% of the aggregate principal amount of the Notes issued under the Indenture remains outstanding immediately after the occurrence of such redemption (excluding Notes held by Wynn Resorts, any of its Affiliates, any of their respective employees or the Existing Stockholders), and that such redemption occurs within 60 days of the date of the closing of such Qualified Equity Offering.

(6) *Mandatory Redemption.* Other than as set forth in Paragraph 7 below, the Issuers shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

(7) *Mandatory Disposition or Redemption Pursuant to Gaming Laws.* Notwithstanding any other provision of the Indenture or this Note, if any Gaming Authority requires a Holder or Beneficial Owner of Notes to be licensed, qualified or found suitable under any applicable Gaming Law and the Holder or Beneficial Owner (a) fails to apply for a license, qualification or finding of suitability within 30 days after being requested to do so (or such lesser period as required by the Gaming Authority), or (b) is notified by a Gaming Authority that it shall not be licensed, qualified or found suitable, the Issuers shall have the right, at their option, to: (1) require the Holder or Beneficial Owner to dispose of its Notes within 30 days (or such lesser period as required by the Gaming Authority) following the earlier of: (a) the termination of the period described above for the Holder or Beneficial Owner to apply for a license, qualification or finding of suitability, or (b) the receipt of the notice from the Gaming Authority that the Holder or Beneficial Owner shall not be licensed, qualified or found suitable by the Gaming Authority; or (2) redeem the Notes of the Holder or Beneficial Owner at a redemption price equal to: (a) the price determined by the Gaming Authority, or (b) if the Gaming Authority does not determine a price, the lesser of: (i) the principal amount of the Notes, and (ii) the price that the Holder or Beneficial Owner paid for the Notes, in each case, together with accrued and unpaid interest on the Notes to the earlier of (A) the date of redemption or such earlier date as is required by the Gaming Authority or (B) the date of the finding of unsuitability by the Gaming Authority, which may be less than 30 days following the notice of redemption. The Issuers shall notify the Trustee in writing of any redemption pursuant to this Section 7 as soon as practicable.

Immediately upon a determination by a Gaming Authority that a Holder or Beneficial Owner of Notes shall not be licensed, qualified or found suitable, the Holder or Beneficial Owner shall not have any further rights with respect to the Notes to: (a) exercise, directly or indirectly, through any

Person, any right conferred by the Notes; or (b) receive any interest or any other distribution or payment with respect to the Notes, or any remuneration in any form from the Issuers for services rendered or otherwise, except the redemption price of the Notes.

The Issuers are not required to pay or reimburse any Holder or Beneficial Owner of Notes who is required to apply for such license, qualification or finding of suitability for the costs relating thereto. Those expenses shall be the obligation of the Holder or Beneficial Owner.

(8) R*epurchase at Option of Holder.*

(a) If a Change of Control, occurs, the Issuers shall make an offer (a "*Change of Control Offer*") to repurchase all or any part (equal to $1,000 or an integral multiple thereof) of each Holder's Notes at a purchase price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest thereon, if any, to the date of purchase (the "*Change of Control Payment*"). Within 10 days following any Change of Control, the Issuers shall mail a notice to each Holder setting forth the procedures governing the Change of Control Offer as required by the Indenture.

(b) If Wynn Las Vegas, the Restricted Entities or any of their respective Subsidiaries consummate any Asset Sales, within 10 days of each date on which the aggregate amount of Excess Proceeds exceeds $10.0 million, Wynn Las Vegas shall make an offer to all Holders of Notes (an "*Asset Sale Offer*") pursuant to Sections 3.10 and 4.10 of the Indenture to purchase the maximum principal amount of Notes that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof plus accrued and unpaid interest thereon, if any, to the date fixed for the closing of such offer, in accordance with the procedures set forth in the Indenture. If any Excess Proceeds remain after consummation of an Asset Sale Offer, the applicable entity may use those Excess Proceeds for any general corporate purpose not prohibited by the Indenture and the Collateral Documents. If the aggregate principal amount of Notes tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the Trustee shall select the Notes to be purchased in accordance with the terms of the Indenture. Holders of Notes that are the subject of an offer to purchase shall receive an Asset Sale Offer from Wynn Las Vegas prior to any related purchase date and may elect to have such Notes purchased by completing the form entitled "Option of Holder to Elect Purchase" on the reverse of the Notes. Until the Credit Agreement has been repaid in full, there will not be any Excess Proceeds of Asset Sales.

(c) If Wynn Las Vegas, any Restricted Entity or any of their Restricted Subsidiaries experiences an Event of Loss after the Final Completion Date and, within ten days of each date on which the aggregate amount of Excess Loss Proceeds exceeds $10.0 million, Wynn Las Vegas shall commence an offer (an "*Event of Loss Offer*") to all Holders of Notes pursuant to Sections 3.10 and 4.16 of the Indenture, to purchase the maximum principal amount of Notes that may be purchased out of the Excess Loss Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof plus accrued and unpaid interest thereon, if any, to the date fixed for the closing of such offer, in accordance with the procedures set forth in the Indenture. If any Excess Loss Proceeds remain after consummation of an Event of Loss Offer, the applicable entity may use such Excess Loss Proceeds for any general corporate purpose not prohibited by the Indenture and the Collateral Documents. If the aggregate principal amount of Notes tendered into such Event of Loss Offer exceeds the amount of Excess Loss Proceeds, the Trustee shall select the Notes to be purchased in accordance with the terms of the Indenture. Holders of Notes that are the subject of an offer to purchase shall receive an Event of Loss Offer from Wynn Las Vegas prior to any related purchase date and may elect to have such Notes purchased by completing the form entitled "Option of Holder to Elect Purchase" on the reverse of the Notes. Until the Credit Agreement has been paid in full, there will not be any Excess Loss Proceeds.

(9) *Notice of Redemption*. Notice of redemption shall be mailed at least 30 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed at its registered address. Notes in denominations larger than $1,000 may be redeemed in part but only in whole multiples of $1,000, unless all of the Notes held by a Holder are to be redeemed. On and after the redemption date interest ceases to accrue on Notes or portions thereof called for redemption.

(10) *Denominations, Transfer, Exchange.* The Notes are in registered form without coupons in denominations of $1,000 and integral multiples of $1,000. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuers may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Issuers need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in

part. Also, the Issuers need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed or during the period between a record date and the corresponding Interest Payment Date.

(11) *Persons Deemed Owners.* The registered Holder of a Note may be treated as its owner for all purposes.

(12) *Amendment, Supplement and Waiver*. Subject to certain exceptions, the Indenture, the Notes, the Note Guarantees and the Collateral Documents may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the then outstanding Notes, and Additional Notes, if any, voting as a single class, and any existing default or compliance with any provision of the Indenture, the Notes, the Note Guarantees or the Collateral Documents may be waived with the consent of the Holders of a majority in principal amount of the then outstanding Notes voting as a single class. Without the consent of any Holder, the Issuers, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, or any Guarantor, the Issuers, Guarantors and the Trustee may amend or supplement the Indenture, the Notes, the Note Guarantees or the Collateral Documents to cure any ambiguity, defect or inconsistency, provide for uncertificated Notes in addition to or in place of certificated Notes, provide for the assumption of the Issuers' and any Guarantor's obligations to the Holders of the Notes by a successor to the Issuers or such Guarantor, as the case may be, in the case of a merger or consolidation or sale of all or substantially all of the Issuers' of such Guarantor's assets pursuant to Article 5 of the Indenture, make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the legal rights of any such Holder under the Indenture, comply with requirements of the SEC in order to effect or maintain the qualification of the Indenture under the TIA, allow any Guarantor to execute a supplemental indenture and/or a Note Guarantee, enter into additional or supplemental Collateral Documents or Guarantees or an

intercreditor agreement with respect thereto, or provide for Additional Notes in accordance with the limitations set forth in the Indenture as of the date of the Indenture.

(13) *Defaults and Remedies*. Events of Default include: (i) default for 30 days in the payment when due of interest on the Notes; (ii) default in payment when due of principal of, or premium, if any, on the Notes when the same becomes due and payable at maturity, upon redemption (including in connection with an offer to purchase) or otherwise, (iii) failure by Wynn Capital, Wynn Las Vegas, any Restricted Entity or any of their Restricted Subsidiaries to comply with Section 4.07, 4.09, 4.10, 4.15, 4.16 or 5.01 of the Indenture; (iv) failure by Wynn Capital, any Restricted Entity or any of their Restricted Subsidiaries for 60 days after written notice from the Trustee to comply with certain other agreements in the Indenture, not set forth in clause (iii) above, or failure by Wynn Resorts for 60 days after receipt of written notice from the Trustee to comply with the provisions of the Wynn Resorts Agreement or, if applicable, any Parent Security Agreement; (v) default under the Disbursement Agreement; (vi) failure by Wynn Capital, any Restricted Entity or any of their respective Restricted Subsidiaries, the Completion Guarantor or any other party thereto (other than the Trustee or any representative of the lenders under the Credit Agreement or other lenders party thereto) for 60 days after receipt of written notice from the Trustee to comply with any of its agreements, as applicable, in any Collateral Document; (vii) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries (or the payment of which is guaranteed by any such Person) whether such Indebtedness or guarantee now exists, or is created after the date of the Indenture, if that default (a) is caused by a Payment Default or (b) results in the acceleration of such Indebtedness prior to its express maturity, and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other

such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $10.0 million or more; (viii) failure by Wynn Capital, Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries to pay final non-appealable judgments (not paid or covered by insurance as to which the relevant insurance company has not denied responsibility) aggregating in excess of $10.0 million, which judgments are not paid, bonded, discharged or stayed for a period of 60 days; (ix) any of the Collateral Documents shall cease, for any reason (other than pursuant to their terms), to be in full force and effect, or Wynn Capital, Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries or any Affiliate of any such Person or any Person acting on behalf of any such Person, shall so assert as to any of such Person's properties or assets, or any security interest created, or purported to be created, by any of the Collateral Documents shall cease to be enforceable and of the same effect and priority purported to be created by the Collateral Documents; (x) any representation or warranty made or deemed made by Wynn Capital, Wynn Las Vegas, any Restricted Entity or any of their respective Restricted Subsidiaries in any Collateral Document or that is contained in any certificate, document or financial or other statement furnished by it at any time under or in connection with any such Collateral Document shall prove to have been inaccurate in any material respect on or as of the date made or deemed made; *provided* that the inaccuracy of any representation or warranty contained only in the Disbursement Agreement shall constitute an Event of Default under the Indenture only to the extent such inaccuracy constitutes a Disbursement Agreement Event of Default; (xi) except as expressly provided therein, the Completion Guarantee, the Construction Contract Guarantee, any Note Guarantee issued by a Restricted Entity, a Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, or the Parent Guarantee, if any, shall be held in any judicial proceeding to be unenforceable or invalid or shall cease for any reason to be in full force and effect or the Completion Guarantor, any Restricted Entity, any Restricted Subsidiary or the Parent Guarantor, if any, or any Person acting on behalf of any such Person, shall deny or disaffirm its obligations under its Note Guarantee or, as the case may be, its Parent Guarantee; (xii) certain events of bankruptcy or insolvency described in the Indenture with respect to any Material Entity; (xiii) the Project has not achieved Completion on or before the Outside Completion Deadline; (xiv) after the Opening Date, revocation, termination, suspension or other cessation of effectiveness of any Gaming License which results in the cessation or suspension of gaming operations at any Gaming Facility for a period of more than 90 consecutive days; or (xv) if Wynn Las Vegas ever fails to own 100% of the issued and outstanding Equity Interests of Wynn Capital.

In the case of an Event of Default arising from certain events of bankruptcy or insolvency with respect to any Material Entity, all outstanding Notes shall become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately. Holders of the Notes may not enforce the Indenture or the Notes except as provided in the Indenture, the Intercreditor Agreements and in the other Collateral Documents. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of the Notes notice of any continuing Default or Event of Default if it determines that withholding notice is in their interest, except a Default or Event of Default relating to the payment of principal or interest or premium, if any. The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the Notes waive any existing Default or Event of Default and its consequences under the Indenture, except a continuing Default or Event of Default in the payment of interest or premium, if any, on, or the principal of, the Notes. In the case of any Event of Default occurring on or after , 2006 by reason of any willful action or inaction taken or not taken by or on behalf of either Issuer, any Restricted Entity, any

Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, any Guarantor or any of their respective Subsidiaries with the intention of avoiding payment of the premium that the Issuers would have had to pay if the Issuers then had elected to redeem the Notes pursuant to the optional redemption provisions of the Indenture, an equivalent premium shall also become and be immediately due and payable to the extent permitted by law upon the acceleration of the Notes. If an Event of Default occurs prior to , 2006, by reason of any willful action (or inaction) taken (or not taken) by or on behalf of either Issuer, any Restricted Entity, any Restricted Subsidiary of Wynn Las Vegas or any Restricted Entity, any Guarantor or any of their respective Subsidiaries with the intention of avoiding the prohibition on redemption of the Notes prior to , 2006, then the premium specified in the Indenture shall also become immediately due and payable to the extent permitted by law upon the acceleration of the Notes. The Issuers are required to deliver to the Trustee annually a statement regarding compliance with the Indenture and the Collateral Documents. Upon becoming aware of any Default or Event of Default, the Issuers are required to deliver to the Trustee a statement specifying such Default or Event of Default.

(14) *Trustee Dealings with Issuers.* The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Issuers or their Affiliates, and may otherwise deal with the Issuers or their Affiliates, as if it were not the Trustee.

(15) *No Recourse Against Others*. No director, officer, employee, incorporator, organizer, equity holder or member of either Issuer, any Restricted Entity, any of the Restricted Subsidiaries of Wynn Las Vegas or any Restricted Entity, or any Guarantor, as such, shall have any liability for any obligations of either Issuer, any Restricted Entity, any such Restricted Subsidiary or any Guarantor under the Notes, the Note Guarantees the Indenture, the Collateral Documents or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

(16) *Authentication*. This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

(17) *Abbreviations*. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

(18) *CUSIP Numbers*. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuers have caused CUSIP numbers to be printed on the Notes and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuers shall furnish to any Holder upon written request and without charge a copy of the Indenture and/or the Collateral Documents. Requests may be made to:

c/o Wynn Las Vegas, LLC
3145 Las Vegas Boulevard South
Las Vegas, NV 89109
Telecopier No.: (702) 733-4596
Attention: Marc Rubinstein, General Counsel

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:

_____

(Insert assignee's legal name)

_____

(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

(Print or type assignee's name, address and zip code)

and irrevocably appoint _____

to transfer this Note on the books of the Issuers. The agent may substitute another to act for him.

Date: _____

Your Signature: _____

(Sign exactly as your name appears on the face of this Note)

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Issuers pursuant to Section 4.10, 4.15 or 4.16 of the Indenture, check the appropriate box below:

o Section 4.10 o Section 4.15 o Section 4.16

If you want to elect to have only part of the Note purchased by the Issuers pursuant to Section 4.10, Section 4.15 or Section 4.16 of the Indenture, state the amount you elect to have purchased:

$ _____

Date: _____

Your Signature: _____

(Sign exactly as your name appears on the face of this Note)

Tax Identification No.: _____

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease (or increase)	Signature of authorized officer of Trustee or Custodian

* *This schedule should be included only if the Note is issued in global form*.

EXHIBIT B

[FORM OF NOTATION OF GUARANTEE]

For value received, each Guarantor (which term includes any successor Person under the Indenture) has, jointly and severally, unconditionally guaranteed, to the extent set forth in the Indenture and subject to the provisions in the Indenture dated as of , 2002 (the "*Indenture*") among Wynn Las Vegas, LLC, a Nevada limited liability company ("*Wynn Las Vegas*") and Wynn Las Vegas Capital Corp., a Nevada corporation ("*Wynn Capital*," and together with Wynn Las Vegas, the "*Issuers*"), as joint and several obligors, and Desert Inn Water Company, LLC, a Nevada limited liability company, Wynn Design & Development, LLC, a Nevada limited liability company, Wynn Resorts Holdings, LLC, a Nevada limited liability company, Las Vegas Jet, LLC, a Nevada limited liability company, World Travel, LLC, a Nevada limited liability company, Palo, LLC, a Delaware limited liability company, and Valvino Lamore, LLC, a Nevada limited liability company, as guarantors (the "*Guarantors*") and Wells Fargo Bank, National Association, as trustee (the "*Trustee*"), (a) the due and punctual payment of the principal of, premium, if any, and interest on the Notes (as defined in the Indenture), whether at maturity, by acceleration, redemption or otherwise, the due and punctual payment of interest on overdue principal of and interest on the Notes, if any, if lawful, and the due and punctual performance of all other obligations of the Issuers to the Holders or the Trustee all in accordance with the terms of the Indenture and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. The obligations of the Guarantors to the Holders of Notes and to the Trustee pursuant to the Note Guarantee and the Indenture are expressly set forth in Article 11 of the Indenture and reference is hereby made to the Indenture for the precise terms of the Note Guarantee. Each Holder of a Note, by accepting the same, (a) agrees to and shall be bound by such provisions, (b) authorizes and directs the Trustee, on behalf of such Holder, to take such action as may be necessary or appropriate to effectuate the subordination as provided in the Indenture and (c) appoints the Trustee attorney-in-fact of such Holder for such purpose; *provided, however*, that the Indebtedness evidenced by this Note Guarantee shall cease to be so subordinated and subject in right of payment upon any defeasance of this Note in accordance with the provisions of the Indenture.

[NAME OF GUARANTOR(S)]

By: _____

Name:
Title:

EXHIBIT C

**[FORM OF SUPPLEMENTAL INDENTURE
TO BE DELIVERED BY SUBSEQUENT GUARANTORS]**

SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of , 200 , among (the "*Guaranteeing Subsidiary*"), a subsidiary of Valvino Lamore, LLC, a Nevada limited liability company, Wynn Las Vegas, LLC, a Nevada limited liability company ("*Wynn Las Vegas*"), Wynn Las Vegas Capital Corp., a Nevada corporation ("*Wynn Capital*," and together with Wynn Las Vegas, the "*Issuers*"), the other Guarantors (as defined in the Indenture referred to herein) and Wells Fargo Bank, National Association, as trustee under the indenture referred to below (the "*Trustee*").

W I T N E S S E T H

WHEREAS, the Issuers have heretofore executed and delivered to the Trustee an indenture (the "*Indenture*"), dated as of , 2002 providing for the issuance of an aggregate principal amount of (a) $440.0 million, *less* (b) the aggregate principal amount of all Indebtedness incurred pursuant to clauses (11) and (12) of Section 4.09(b) of the Indenture, other than through the issuance of Additional Notes under the Indenture, of % Second Mortgage Notes due 2010 (the "*Notes*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Issuers' Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*"); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby agrees as follows:

(a) Along with all Guarantors named in the Indenture, to jointly, severally and unconditionally Guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, the Notes, the Collateral Documents or the obligations of the Issuers hereunder or thereunder, that:

(i) the principal of, and premium, if any, and interest on the Notes shall be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Issuers to the Holders or the Trustee hereunder or thereunder shall be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any

performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately.

(b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes, the Indenture or the Collateral Documents, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Issuers, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a Guarantor.

(c) The following is hereby waived: diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of either Issuer, any right to require a proceeding first against the Issuers, protest, notice and all demands whatsoever.

(d) This Note Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and the Indenture, and the Guaranteeing Subsidiary accepts all obligations of a Guarantor under the Indenture.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Issuers, the Guarantors, or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuers or the Guarantors, any amount paid by either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) The Guaranteeing Subsidiary shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such

obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Note Guarantee.

(h) The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

(i) Pursuant to Section 11.02 of the Indenture, after giving effect to any maximum amount and all other contingent and fixed liabilities that are relevant under any applicable Bankruptcy or fraudulent conveyance laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article 11 of the Indenture, this new Note Guarantee shall be limited to the maximum amount permissible such that the obligations of such Guarantor under this Note Guarantee shall not constitute a fraudulent transfer or conveyance.

3. EXECUTION AND DELIVERY. Each Guaranteeing Subsidiary agrees that the Note Guarantees shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Note Guarantee.

4. GUARANTEEING SUBSIDIARY MAY CONSOLIDATE, ETC. ON CERTAIN TERMS.

(a) The Guaranteeing Subsidiary may not, directly or indirectly (1) consolidate or merge with or into another Person (whether or not such Guarantor is the surviving entity) or (2) sell, assign,

transfer, convey or otherwise dispose of all or substantially all of the properties or assets of (a) Wynn Las Vegas, the Restricted Entities and their respective Restricted Subsidiaries, taken as a whole, (b) Wynn Las Vegas and its Restricted Subsidiaries, taken as a whole, or (c) such Guarantor, in one or more related transactions, to another Person, unless:

(i) either (a) such Guarantor is the surviving entity or (b) the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) or to which such sale, assignment, transfer, conveyance or other disposition shall have been made is a corporation organized or existing under the laws of the United States, any state of the United States or the District of Columbia;

(ii) the Person formed by or surviving any such consolidation or merger (if other than such Guarantor) or the Person to which such sale, assignment, transfer, conveyance or other disposition shall have been made assumes all the obligations of such Guarantor under the Notes, the Indenture, the Note Guarantees and the Collateral Documents pursuant to agreements reasonably satisfactory to the Trustee; *provided* that this Section 4(a)(ii) shall not apply to any merger, consolidation, sale, assignment, transfer, conveyance or other disposition of assets of a Guarantor with, into or to Wynn Las Vegas, so long as, in the case of any consolidation or merger, Wynn Las Vegas is the survivor of such consolidation or merger;

(iii) immediately after such transaction, no Default or Event of Default exists;

(iv) such transaction would not result in the loss or suspension or material impairment of any Gaming License unless a comparable replacement Gaming License is effective at no material cost prior to or simultaneously with such loss, suspension or material impairment;

(v) such Guarantor or the Person formed by or surviving any such consolidation or merger or to which such sale, assignment, transfer, conveyance or other disposition shall have been made shall have Consolidated Net Worth immediately after the transaction equal to or greater than the Consolidated Net Worth of such Guarantor immediately preceding the transaction (excluding the effect of the related professional fees, commissions, sales and other taxes, and other transactional costs that would otherwise reduce Consolidated Net Worth);

(vi) in the case of a consolidation or merger of a Guarantor that is a Restricted Subsidiary of Wynn Las Vegas or the sale, assignment, transfer, conveyance or other disposition of the property or assets of such Guarantor, the Issuers shall, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.09(a) of the Indenture; and

(vii) such transaction, at the time it is undertaken, would not require any Holder or Beneficial Owner of Notes to obtain a Gaming License or be qualified or found suitable under the law of any applicable gaming jurisdiction; *provided* that such Holder or Beneficial Owner would not have been required to obtain a Gaming License or be qualified or found suitable under the laws of any applicable gaming jurisdiction in the absence of such transaction.

Notwithstanding the foregoing provisions or the provisions of Section 5.01(a) of the Indenture, a Guarantor may consolidate or merge with or into another Guarantor, or sell, assign, transfer, convey or otherwise dispose of all or substantially all of its properties or assets to another Guarantor, so long as (1) the conditions in clauses (iii), (iv) and (vii) of the preceding paragraph are satisfied, and (2) such Guarantor or the Person formed by or surviving any such consolidation or merger, or the Guarantor to which such sale, assignment, transfer, conveyance or other disposition shall have been made, as the case may be, is Solvent.

(b) In addition, no Guarantor may, directly or indirectly, lease all or substantially all of its properties or assets, in one or more related transactions, to any other Person. This Section 4 shall not apply to a sale, assignment, transfer, conveyance or other disposition of assets (excluding any sale, assignment, transfer, conveyance or disposition of assets that would otherwise be subject to this Section 4 from a Person that is a Guarantor to a Person, other than Wynn Las Vegas, that is not a Guarantor):

(i) to Wynn Las Vegas and/or its Restricted Subsidiaries,

(ii) between Wynn Resorts Holdings and Valvino Lamore, excluding a transfer of any or all of the Golf Course Land, unless such Golf Course Land is then a Released Asset,

(iii) by (i) any Restricted Entity or any Restricted Subsidiary of a Restricted Entity, that, in each case, is not a Guarantor to (ii) any Restricted Entity or any Restricted Subsidiary of a Restricted Entity that, in each case, is a Guarantor, or

(iv) by any Wynn Group Entity to any Restricted Entity.

For purposes of this Section 4, a sale of properties or assets by a Guarantor shall not constitute a sale of "substantially all of the properties or assets" of that Guarantor if, following that sale, the Guarantor owns or holds (1) any of the Water Rights for the Project (excluding Water Rights that are then Released Assets), or (2) any of the Phase II Land or the Golf Course Land (excluding any such land that is then a Released Asset).

Notwithstanding the provisions of this Section 4 or the provisions of Section 5.01 of the Indenture, each Guarantor is permitted to reorganize as a corporation pursuant to a Permitted C-Corp. Conversion.

(c) In case of any such consolidation, merger, sale or conveyance of or involving a Guarantor and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Note Guarantee endorsed upon the Notes and the due and punctual performance of all of the covenants and conditions of the Indenture to be performed by the Guarantor, such successor Person shall succeed to and be substituted for the Guarantor with the same effect as if it had been named herein as a Guarantor. Such successor Person thereupon may cause to be signed any or all of the Note Guarantees to be endorsed upon all of the Notes issuable under the Indenture which theretofore shall not have been signed by the Issuers and delivered to the Trustee. All the Note Guarantees so issued shall in all respects have the same legal rank and benefit under the Indenture as the Note Guarantees theretofore and thereafter issued in accordance with the terms of the Indenture as though all of such Note Guarantees had been issued at the date of the execution hereof.

(d) Except as set forth in Articles 4 and 5 and Section 11.04 of Article 11 of the Indenture, and notwithstanding clauses (a), (b) and (c) above, nothing contained in the Indenture or in any of the Notes shall prevent any consolidation or merger of a Guarantor with or into the Issuers or another Guarantor, or shall prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Issuers or another Guarantor.

5. RELEASES.

(a) Subject to compliance with Section 5.01 of the Indenture, the Note Guarantee of a Guarantor and the security interests granted by that Guarantor to secure its Note Guarantee shall be released: (1) in connection with any sale or other disposition of all or substantially all of the assets of that Guarantor (including by way of merger or consolidation) to a Person that is not (either before or after giving effect to such transaction) Wynn Las Vegas, a Restricted Entity or one of their respective Restricted Subsidiaries, or Wynn Resorts if it is then a Parent Guarantor, if the sale or other disposition complies with the applicable provisions of the Indenture, including,

without limitation, Section 4.10 of the Indenture; or (2) in connection with any sale of all of the Capital Stock of a Guarantor, to a Person that is not (either before or after giving effect to such transaction) Wynn Las Vegas, a Restricted Entity or one of their respective Restricted Subsidiaries, or Wynn Resorts if it is then a Parent Guarantor, if the sale complies with the applicable provisions of the Indenture, including, without limitation, Section 4.10 of the Indenture. Upon delivery by Wynn Las Vegas to the Trustee of an Officers' Certificate and an Opinion of Counsel to the effect that such sale or other disposition was made by the Issuers in accordance with the provisions of the Indenture, including, without limitation, Section 4.10 of the Indenture, the Trustee shall execute any documents reasonably required in order to evidence the release of any Guarantor from its obligations under its Note Guarantee.

(b) In the event Wynn Las Vegas properly designates any Restricted Subsidiary that is a Guarantor as an Unrestricted Subsidiary pursuant to the terms of the Indenture, such Guarantor shall be released and relieved of any obligations under its Note Guarantee.

(c) Any Guarantor not released from its obligations under its Note Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of any Guarantor under the Indenture as provided in Article 11 of the Indenture.

6. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator, organizer, equity holder or member of any Guarantor shall have any liability for any obligations of either Issuer, any Restricted Entity, any such Restricted Subsidiary or any Guarantor under the Notes, the Note Guarantees, the Indenture, the Collateral Documents or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

7. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

8. COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

9. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

10. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Issuers.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

Dated: , 20

[GUARANTEEING SUBSIDIARY]

By: _____

Name:
Title:

ISSUERS:

WYNN LAS VEGAS, LLC,
a Nevada limited liability company,

By: Wynn Resorts Holdings, LLC,
a Nevada limited liability company,
its sole member

By: Valvino Lamore, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts, Limited,
a Nevada corporation
its sole member

_____

Name:
Title:

WYNN LAS VEGAS CAPITAL CORP.,
a Nevada corporation,

By: _____

Name:
Title:

[EXISTING GUARANTORS]

By: _____

Name:
Title:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____

Authorized Signatory

EXHIBIT E

COLLATERAL DOCUMENTS

1. Disbursement Agreement
2. FF&E Intercreditor Agreement
3. Project Lenders Intercreditor Agreement
4. Management Fees Subordination Agreement
5. Guarantee and Collateral Agreement among the Issuers, the Restricted Entities and the Trustee
6. Intellectual Property Security Agreement among the Issuers, the Restricted Entities and the Trustee
7.

Second Mortgage Notes Company Collateral Account Agreement among the Issuers, Wynn Design, the Trustee, the Disbursement Agent and Deutsche Bank Trust Company Americas, in its capacity as securities intermediary (the "Securities Intermediary")

8. Second Mortgage Notes Completion Guaranty Collateral Account Agreement among the Completion Guarantor, the Trustee, the Disbursement Agent and the Securities Intermediary

9. Second Mortgage Notes Local Company Collateral Account Agreements pursuant to the Disbursement Agreement

10. Deeds of Trust:

a. Deed of Trust between Wynn Resorts Holdings, as trustor, and Nevada Title Company, as trustee, for the benefit of the Trustee, as beneficiary

b. Deed of Trust between Wynn Las Vegas, as trustor, and Nevada Title Company, as trustee, for the benefit of the Trustee, as beneficiary

c. Deed of Trust between Palo, LLC, a Delaware limited liability company ("Palo"), as trustor, and Nevada Title Company, as trustee, for the benefit of the Trustee, as beneficiary

d. Deed of Trust between Valvino, as trustor, and Nevada Title Company, as trustee, for the benefit of the Trustee, as beneficiary

Capitalized terms not defined herein shall have the meanings assigned to such terms in the Indenture to which this Exhibit E is attached.

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 4.2

FORM OF
DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING

MADE BY

a _____ limited liability company,
as Trustor,

to

Nevada Title Company,
a Nevada corporation,
as Trustee,
for the benefit of

WELLS FARGO BANK, NATIONAL ASSOCIATION,
in its capacity as the Mortgage Notes Indenture Trustee,
as Beneficiary

****

THIS INSTRUMENT IS TO BE FILED AND INDEXED IN THE REAL ESTATE RECORDS AND IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS OF CLARK COUNTY, NEVADA UNDER THE NAMES OF PALO, LLC AS "DEBTOR" AND WELLS FARGO BANK, NATIONAL ASSOCIATION AS "SECURED PARTY."

THIS INSTRUMENT IS A "CONSTRUCTION MORTGAGE" AS THAT TERM IS DEFINED IN SECTION 104.9334(8) OF THE NEVADA REVISED STATUTES AND SECURES AN OBLIGATION INCURRED FOR THE CONSTRUCTION OF AN IMPROVEMENT UPON LAND.

TABLE OF CONTENTS

**DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (hereinafter called "***Deed of Trust***") is made and effective as of October , 2002, by (together with all successors and assigns of the Trust Estate (as hereinafter defined), "***Trustor***"), whose address is 3145 Las Vegas Boulevard South, Las Vegas, Nevada 89109, to Nevada Title Company, a Nevada corporation, whose address is 2500 North Buffalo, Suite 150, Las Vegas, Nevada 89128, as Trustee ("***Trustee***"), for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION ("***Beneficiary***"), in its capacity as the Mortgage Notes Indenture Trustee under that certain Indenture, dated as of even date herewith, among Trustor, Wynn Las Vegas, LLC, a Nevada limited liability company, Wynn Las Vegas Capital Corp., a Nevada corporation (Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp. being hereinafter referred to as the "***Issuers***"), Beneficiary and the other parties signatory thereto (as the same may be amended or modified from time to time, the "***Mortgage Notes Indenture***") pertaining to the % Mortgage Notes due 2010 issued by the Issuers in the aggregate principal amount of $340,000,000 and pursuant to which Trustor, among other things, guarantees the payment and performance of the obligations of the Issuers under the Notes and the Mortgage Notes Indenture. Trustor is an affiliate of the Issuers and it is anticipated that the Issuers will use proceeds of the Notes for, among other things, the development and improvement of the Land (as hereinafter defined) and certain surrounding properties. Beneficiary and the Second Mortgage Note Holders have agreed to enter into the Mortgage Notes Indenture and purchase the Notes, as the case may be, on the condition that Trustor execute this Deed of Trust. Trustor acknowledges that it will benefit, directly and indirectly, if Beneficiary and the Second Mortgage Note Holders enter into the Mortgage Notes Indenture and purchase the Notes, as the case may be, and executes this Deed of Trust in consideration and furtherance thereof.

DEFINITIONS—As used in this Deed of Trust, the following terms have the meanings hereinafter set forth:

"***Accounts Receivable***" shall have the meaning set forth in Section 9-102 (NRS 104.9102) of the UCC for the term "account."

"***Appurtenant Rights***" means all and singular tenements, hereditaments, rights, reversions, remainders, development rights, privileges, benefits, easements (in gross or appurtenant), rights-of-way, gores or strips of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and all appurtenances whatsoever and claims or demands of Trustor at law or in equity in any way belonging, benefiting, relating or appertaining to the Land, the Trustor, the Project, the airspace over the Land, the Improvements or any of the Trust Estate encumbered by this Deed of Trust, or which hereinafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Trustor.

"***Bankruptcy***" means, with respect to any Person, that (i) a court having jurisdiction in the Trust Estate shall have entered a decree or order for relief in respect of such Person in an involuntary case under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law now or hereafter in effect, which decree or order has not been stayed; or any other similar relief shall have been granted under any applicable federal or state law; or (ii) an involuntary case shall be commenced against such Person, under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law now or hereafter in effect; or a decree or order of a court having jurisdiction in the Trust Estate for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over such Person, or over all or a substantial part of its property, shall have been entered; or there shall have occurred the involuntary appointment of an interim receiver, trustee or other custodian of such Person, for all or a substantial part of its property; or a warrant of attachment, execution or similar process shall have been issued against any substantial part of the property of such

Person, and any such event described in this clause (ii) shall continue for 60 days unless dismissed, bonded or discharged; or (iii) such Person shall have an order for relief entered with respect to it or shall commence a voluntary case under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law now or hereafter in effect or shall consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; or such Person shall make any assignment for the benefit of creditors, or shall fail generally, or shall admit in writing its inability, to pay its debts as such debts become due and payable or if the fair market value of its assets does not exceed its aggregate liabilities; or (iv) such Person shall, or the Board of Directors of such Person (or any committee thereof) shall, adopt any resolution or otherwise authorize any action to approve any of the actions referred to in clause (iii) above.

"***Bankruptcy Code***" means Title 11 of the United Sates Code entitled "Bankruptcy," as now and hereafter in effect, or any successor statute thereto.

"***Business Day***" means any day that is not a Saturday, a Sunday or a day on which banking institutions in the State of Nevada or the City of New York are not required to be open.

"***Deed of Trust***" means this Deed of Trust as it may be amended, increased or modified from time to time.

"***Disbursement Agreement***" means that certain Master Disbursement Agreement dated as of even date herewith, among the Issuers, Beneficiary, Deutsche Bank Trust Company Americas, as the administrative agent for the lenders under a credit agreement entered into in connection with the financing of the Project and as disbursement agent, and the other parties signatory thereto, as the same may hereafter be amended or modified in accordance with its terms and the terms of the Mortgage Notes Indenture.

"***Event of Default***" has the meaning set forth in *Section 3.1* hereof.

"***FF&E***" means all furniture, fixtures, equipment, appurtenances and personal property now or in the future contained in, used in connection with, attached to, or otherwise useful or convenient to the use, operation, or occupancy of, or placed on, but unattached to, any part of the Site or Improvements whether or not the same constitutes real property or fixtures in the State of Nevada, including all removable window and floor coverings, all furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator and escalator plants, cooking facilities, vacuum cleaning systems, public address and communications systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings, fixtures, and building materials, all gaming and financial equipment, computer equipment, calculators, adding machines, gaming tables, video game and slot machines, and any other electronic equipment of every nature used or located on any part of the Site or Improvements, together with all Venetian blinds, shades, draperies, drapery and curtain rods, brackets, bulbs, cleaning apparatus, mirrors, lamps, ornaments, cooling apparatus and equipment, ranges and ovens, garbage disposals, dishwashers, mantels, and any and all such property which is at any time installed in, affixed to or placed upon the Site or Improvements.

"***FF&E Financing Agreement***" means any financing agreement entered into by Trustor (i) the proceeds of which are used by Trustor for the acquisition or lease of FF&E, (ii) pursuant to which Trustor grants to the lender or lessor thereunder a security interest in the FF&E so acquired or leased and (iii) which is permitted by the Mortgage Notes Indenture.

"***Governmental Authority***" means any agency, authority, board, bureau, commission, department, office, public entity, or instrumentality of any nature whatsoever of the United States federal or foreign government, any state, province or any city or other political subdivision or otherwise, whether now or

hereafter in existence, or any officer or official thereof, including, without limitation, any Nevada Gaming Authority.

"***Imposition***" means any taxes, assessments, water rates, sewer rates, maintenance charges, other governmental impositions and other charges now or hereafter levied or assessed or imposed against the Trust Estate or any part thereof.

"***Improvements***" means (1) all the buildings, structures, facilities and improvements of every nature whatsoever now or hereafter situated on the Site or any real property encumbered hereby, and (2) all fixtures, machinery, appliances, goods, building or other materials, equipment, including without limitation all gaming equipment and devices, and all machinery, equipment, engines, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse or garbage; all wall-beds, wall-safes, built-in furniture and installations, shelving, lockers, partitions, doorstops, vaults, motors, elevators, dumb-waiters, awnings, window shades, Venetian blinds, light fixtures, fire hoses and brackets and boxes for the same, fire sprinklers, alarm, surveillance and security systems, computers, drapes, drapery rods and brackets, mirrors, mantels, screens, linoleum, carpets and carpeting, plumbing, bathtubs, sinks, basins, pipes, faucets, water closets, laundry equipment, washers, dryers, ice-boxes and heating units; all kitchen and restaurant equipment, including but not limited to silverware, dishes, menus, cooking utensils, stoves, refrigerators, ovens, ranges, dishwashers, disposals, water heaters, incinerators, furniture, fixtures and furnishings, communication systems, and equipment; all cocktail lounge supplies, including but not limited to bars, glassware, bottles and tables used in connection with the Site; all chaise lounges, hot tubs, swimming pool heaters and equipment and all other recreational equipment (computerized and otherwise), beauty and barber equipment, and maintenance supplies used in connection with the Site; all amusement rides and attractions attached to the Site, all specifically designed installations and furnishings, and all furniture, furnishings and personal property of every nature whatsoever now or hereafter owned or leased by Trustor or in which Trustor has any rights or interest and located in or on, or attached to, or used or intended to be used or which are now or may hereafter be appropriated for use on or in connection with the operation of the Site or any real or personal property encumbered hereby or any other Improvements, or in connection with any construction being conducted or which may be conducted thereon, and all extensions, additions, accessions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing, and all of the right, title and interest of Trustor in and to any such property, which, to the fullest extent permitted by law, shall be conclusively deemed fixtures and improvements and a part of the real property hereby encumbered.

"***Indemnity Agreement***" means that certain Indemnity Agreement dated as of even date herewith by Trustor for the benefit of Beneficiary and certain other indemnified parties named therein.

"***Indenture Documents***" means, collectively, the Mortgage Notes Indenture, the Notes, the Indemnity Agreement, the Second Mortgage Notes Security Documents and the Collateral Documents.

"***Insolvent***" means with respect to any person or entity, that such person or entity shall be deemed to be insolvent if it shall fail generally, or shall admit in writing its inability, to pay its debts as such debts become due and payable and/or if the fair market value of its assets does not exceed its aggregate liabilities.

"***Intangible Collateral***" means (a) the rights to use all names and all derivations thereof now or hereafter used by Trustor in connection with the Site or Improvements, including, without limitation, the name "Le Reve", including any variations thereon, together with the goodwill associated therewith, and all names, logos, and designs used by Trustor, or in connection with the Site or in which Trustor has rights, with the exclusive right to use such names, logos and designs wherever they are now or hereafter used in connection with the Project (or in connection with the marketing of the Project), and any and all other trade names, trademarks or service marks, whether or not registered, now or

hereafter used in the operation of the Project, including, without limitation, any interest as a lessee, licensee or franchisee, and, in each case, together with the goodwill associated therewith; (b) subject to the absolute assignment contained herein, the Rents; (c) any and all books, records, customer lists, concession agreements, supply or service contracts, licenses, permits, governmental approvals (to the extent such licenses, permits and approvals may be pledged under applicable law), signs, goodwill, casino and hotel credit and charge records, supplier lists, checking accounts, safe deposit boxes (excluding the contents of such deposit boxes owned by persons other than Trustor and its subsidiaries), cash, instruments, chattel papers, including inter-company notes and pledges, documents, unearned premiums, deposits, refunds, including but not limited to income tax refunds, prepaid expenses, rebates, tax and insurance escrow and impound accounts, if any, actions and rights in action, and all other claims, including without limitation condemnation awards and insurance proceeds, and all other contract rights and general intangibles resulting from or used in connection with the operation and occupancy of the Trust Estate and the Improvements and in which Trustor now or hereafter has rights; and (d) general intangibles, vacation license resort agreements or other time share license or right to use agreements,

including without limitation all rents, issues, profits, income and maintenance fees resulting therefrom, whether any of the foregoing is now owned or hereafter acquired.

"***Land***" means the real property situated in the County of Clark, State of Nevada, more specifically described in *Schedule A*attached hereto and incorporated herein by reference, including any after acquired title thereto.

"***Legal Requirements***" means all applicable restrictive covenants, applicable zoning and subdivision ordinances and building codes, all applicable health and Environmental Laws and regulations, all applicable gaming laws and regulations, and all other applicable laws, ordinances, rules, regulations, judicial decisions, administrative orders, and other requirements of any Governmental Authority having jurisdiction over Trustor, the Trust Estate and/or any Affiliate of Trustor, in effect either at the time of execution of this Deed of Trust or at any time during the term hereof, including, without limitation, all Environmental Laws and Nevada Gaming Laws.

"***Nevada Gaming License***" means any gaming license necessary for the ownership, construction, maintenance, financing or operation of the Project, whether issued and/or required by Nevada Gaming Authorities, Nevada Gaming Laws or otherwise.

"***Notes***" means, collectively, those certain mortgage note(s) issued pursuant to the Mortgage Notes Indenture, as the same may be amended or replaced from time to time in accordance with its terms.

"***NRS***" means the Nevada Revised Statutes as in effect from time to time.

"***Obligations***" means (i) the payment and performance by the Issuers of each covenant and agreement of the Issuers contained in the Mortgage Notes Indenture, the Notes and the other Indenture Documents and (ii) the payment and performance by Trustor of each covenant and agreement of Trustor contained in this Deed of Trust, the Mortgage Notes Indenture, the Indemnity Agreement and the other Indenture Documents.

"***Permitted Dispositions***" means (a) the sale, transfer, lease or other disposition of assets in the Trust Estate, in the ordinary course of business, of inventory held in the ordinary course of business (b) the dispositions set forth in *Section 1.10* hereof and (c) other sales, transfers, leases or other dispositions of assets in the Trust Estate, including entering into Space Leases; *provided* that, in each case, all applicable provisions of the Indenture Documents are complied with.

"***Personal Property***" has the meaning set forth in *Section 1.12* hereof.

"***Proceeds***" has the meaning assigned to it under the UCC and, in any event, shall include but not be limited to (i) any and all proceeds of any insurance (including without limitation property casualty and title insurance), indemnity, warranty or guaranty payable from time to time with respect to any of

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the Trust Estate; (ii) any and all proceeds in the form of accounts, security deposits, tax escrows (if any), down payments (to the extent the same may be pledged under applicable law), collections, contract rights, documents, instruments, chattel paper, liens and security instruments, guarantees or general intangibles relating in whole or in part to the Project and all rights and remedies of whatever kind or nature Trustor may hold or acquire for the purpose of securing or enforcing any obligation due Trustor thereunder; (iii) any and all payments in any form whatsoever made or due and payable from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trust Estate by any Governmental Authority; (iv) subject to the absolute assignment contained herein, the Rents or other benefits arising out of, in connection with or pursuant to any Space Lease of the Trust Estate; and (v) any and all other amounts from time to time paid or payable in connection with any of the Trust Estate; *provided, however*, that the Trustor is not authorized to dispose of any of the Trust Estate unless such disposition is a Permitted Disposition.

"***Project***" means the resort-hotel-casino-mall complex proposed to be constructed in Clark County, Nevada as described in the Plans and Specifications and as applicable to the Land and the Improvements, as such Plans and Specifications may be amended pursuant to the Disbursement Agreement.

"***Rents***" means all rents, room revenues, income, receipts, issues, profits, revenues and maintenance fees, room, food and beverage revenues, license and concession fees, income, proceeds and other benefits to which Trustor may now or hereafter be entitled from the Site, the Improvements, the Space Leases or any property encumbered hereby or any business or other activity conducted by Trustor at the Site or the Improvements.

"***Site***" means the Land and the Appurtenant Rights.

"***Space Leases***" means any and all leases, subleases, lettings, licenses, concessions, operating agreements, management agreements, and all other agreements affecting the Trust Estate that Trustor has entered into, taken by assignment, taken subject to, or assumed, or has otherwise become bound by, now or in the future, that give any person the right to conduct its business on, or otherwise use, operate or occupy, all or any portion of the Site or Improvements and any leases, agreements or arrangements permitting anyone to enter upon or use any of the Trust Estate to extract or remove natural resources of any kind, together with all amendments, extensions, and renewals of the foregoing entered into in compliance with this Deed of Trust, together with all rental, occupancy, service, maintenance or any other similar agreements pertaining to use or occupation of, or the rendering of services at the Site, the Improvements or any part thereof.

"***Space Lessee(s)***" means any and all tenants, licensees, or other grantees of the Space Leases and any and all guarantors, sureties, endorsers or others having primary or secondary liability with respect to such Space Leases.

"***Tangible Collateral***" means all personal property, goods, equipment, supplies, building and other materials of every nature whatsoever and all other tangible personal property constituting a part or portion of the Project and/or used in the operation of the hotel, casino, restaurants, stores, parking facilities, observation tower and all other commercial operations on the Site or Improvements, including but not limited to communication systems, visual and electronic surveillance systems and transportation systems and not constituting a part of the real property subject to the real property lien of this Deed of Trust and including all property and materials stored therein in which Trustor has an interest and all tools, utensils, food and beverage, liquor, uniforms, linens, housekeeping and maintenance supplies, vehicles, fuel, advertising and promotional material, blueprints, surveys, plans and other documents relating to the Site or Improvements, and all construction materials and all furnishings, fixtures and equipment, including, but not limited to, all FF&E and all equipment and devices which are or are to be installed and used in connection with the operation of the Project, those items of furniture, fixtures and equipment which are to be purchased or leased by Trustor, machinery

and any other item of personal property in which Trustor now or hereafter own or acquire an interest or right, and which are used or useful in the construction, operation, use and occupancy of the Project and all present and future right and interest of Trustor in and to any casino operator's agreement, license agreement or sublease agreement used in connection with the Site or the Improvements.

"***Title Insurer***" means Commonwealth Land Title Company.

"***Trust Estate***" means all of the property described in Granting Clauses (A) through (O) below, inclusive, and each item of property therein described, provided, however, that such term shall not include the property described in Granting Clause (P) below.

"***UCC***" means the Uniform Commercial Code in effect in the State of Nevada from time to time, NRS chapters 104 and 104A.

The following terms shall have the meaning assigned to such terms in the Disbursement Agreement:

Bank Palo Deed of Trust
Disbursement Agent
Environmental Laws
Financing Agreements
Nevada Gaming Authorities
Nevada Gaming Laws
Permitted Encumbrance
Plans and Specifications
Project Lenders Intercreditor Agreement
Second Mortgage Note Holders
Second Mortgage Notes Security Documents

The following terms shall have the meaning assigned to such terms in the Mortgage Notes Indenture:

Affiliate
Collateral Documents
Lien
Permitted Liens
Person

In addition, any capitalized terms used in this Deed of Trust which are not otherwise defined herein shall have the meaning ascribed to such terms in the Disbursement Agreement and, if not defined therein, the meaning ascribed to such terms in the Mortgage Notes Indenture; *provided*, that upon termination of the Disbursement Agreement, any defined terms used herein having meanings given to such terms in the Disbursement Agreement shall continue to have the meanings given to such terms in the Disbursement Agreement immediately prior to such termination.

W I T N E S E T H:

IN CONSIDERATION OF TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION; THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, AND FOR THE PURPOSE OF SECURING in favor of Beneficiary (1) the Obligations; (2) the payment of such additional loans or advances as hereafter may be made to Trustor (individually or jointly and severally with any other Person) or its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust; *provided*, *however*, that any and all future advances by Beneficiary to Trustor made for the improvement, protection or preservation of the Trust Estate, together with interest at the rate applicable to overdue principal set forth in the Mortgage Notes Indenture, shall be automatically secured hereby unless such a note or instrument evidencing such advances specifically recites that it is not intended to be secured hereby and (3) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof or to protect the security hereof (including Protective Advances as such term is defined in *Section 4.2* hereof), together with interest thereon as herein provided, Trustor, in consideration of the premises, and for the purposes aforesaid, does hereby ASSIGN, BARGAIN, CONVEY, PLEDGE, RELEASE, HYPOTHECATE, WARRANT, AND TRANSFER WITH POWER OF SALE UNTO TRUSTEE IN TRUST FOR THE BENEFIT OF BENEFICIARY AND THE SECOND MORTGAGE NOTE HOLDERS each of the following:

(A) The Land;

(B) TOGETHER WITH all the estate, right, title and interest of Trustor of, in and to the Improvements;

(C) TOGETHER WITH all Appurtenant Rights;

(D) TOGETHER WITH all the estate, right, title and interest of Trustor of, in and to the Tangible Collateral to the extent permitted by, or not prohibited by, Nevada Gaming Laws and other applicable law;

(E) TOGETHER WITH the Intangible Collateral to the extent permitted by, or not prohibited by, Nevada Gaming Laws and other applicable law;

(F) TOGETHER WITH (i) all the estate, right, title and interest of Trustor of, in and to all judgments and decrees, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of any of the property described in Granting Clauses (A), (B), (C), (D) and (E) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property described in Granting Clauses (A), (B), (C), (D) and (E) hereof or any part thereof, or to any Appurtenant Rights thereto, and Beneficiary is (subject to the terms hereof) hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittance therefor, and (subject to the terms hereof) to apply

the same toward the payment of the indebtedness and other sums secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable; (ii) all proceeds of any sales or other dispositions of the property or rights described in Granting Clauses (A), (B), (C), (D) and (E) hereof or any part thereof whether voluntary or involuntary, provided, however, that the foregoing shall not be deemed to permit such sales, transfers, or other dispositions except as specifically permitted herein; and (iii) whether arising from any voluntary or involuntary disposition of the property described in Granting Clauses (A), (B), (C), (D) and (E), all Proceeds, products, replacements, additions, substitutions, renewals and accessions, remainders, reversions and after-acquired interest in, of and to such property;

(G) TOGETHER WITH the absolute assignment of any Space Leases or any part thereof that Trustor has entered into, taken by assignment, taken subject to, or assumed, or has otherwise become bound by, now or in the future, together with all of the following (including all "Cash Collateral"

within the meaning of the Bankruptcy Law) arising from the Space Leases: (a) Rents (subject, however, to the aforesaid absolute assignment to Trustee for the benefit of Beneficiary and the conditional permission hereinbelow given to Trustor to collect the Rents), (b) all guarantees, letters of credit, security deposits, collateral, cash deposits, and other credit enhancement documents, arrangements and other measures with respect to the Space Leases, (c) all of Trustor's right, title, and interest under the Space Leases, including the following: (i) the right to receive and collect the Rents from the lessee, sublessee or licensee, or their successor(s), under any Space Lease(s) and (ii) the right to enforce against any tenants thereunder and otherwise any and all remedies under the Space Leases, including Trustor's right to evict from possession any tenant thereunder or to retain, apply, use, draw upon, pursue, enforce or realize upon any guaranty of any Space Lease; to terminate, modify, or amend the Space Leases; to obtain possession of, use, or occupy, any of the real or personal property subject to the Space Leases; and to enforce or exercise, whether at law or in equity or by any other means, all provisions of the Space Leases and all obligations of the tenants thereunder based upon (A) any breach by such tenant under the applicable Space Lease (including any claim that Trustor may have by reason of a termination, rejection, or disaffirmance of such Space Lease pursuant to any Bankruptcy Law) and (B) the use and occupancy of the premises demised, whether or not pursuant to the applicable Space Lease (including any claim for use and occupancy arising under landlord-tenant law of the State of Nevada or any Bankruptcy Law). Permission is hereby given to Trustor, so long as no Event of Default has occurred and is continuing hereunder, to collect and use the Rents, as they become due and payable, but not more than one (1) month in advance thereof. Upon the occurrence of an Event of Default, the permission hereby given to Trustor to collect the Rents shall automatically terminate, but such permission shall be reinstated upon a cure or waiver of such Event of Default. Beneficiary shall have the right, at any time and from time to time, to notify any Space Lessee of the rights of Beneficiary as provided by this section;

Notwithstanding anything to the contrary contained herein, the foregoing provisions of this Paragraph (G) shall not constitute an assignment for purposes of security but shall constitute an absolute and present assignment of the Rents to Beneficiary, subject, however, to the conditional license given to Trustor to collect and use the Rents as hereinabove provided; and the existence or exercise of such right of Trustor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Trustor;

(H) TOGETHER WITH all of Trustor's right, title and interest in and to any and all Plans and Specifications and all maps, plans, specifications, surveys, studies, tests, reports, data and drawings relating to the development of the Site or the Project and the construction of the Improvements, including, without limitation, all marketing plans, feasibility studies, soils tests, design contracts and all contracts and agreements of Trustor relating thereto including, without limitation, architectural, structural, mechanical and engineering plans and specifications, studies, data and drawings prepared for or relating to the development of the Site or the Project or the construction, renovation or restoration of any of the Improvements or the extraction of minerals, sand, gravel or other valuable substances from the Site and purchase contracts or any agreement granting Trustor a right to acquire any land situated within Clark County, Nevada;

(I) TOGETHER WITH, to the extent permitted by applicable law, all of Trustor's right, title, and interest in and to any and all licenses, permits, variances, special permits, franchises, certificates, rulings, certifications, validations, exemptions, filings, registrations, authorizations, consents, approvals, waivers, orders, rights and agreements (including, without limitation, options, option rights, contract rights now or hereafter obtained by Trustor from any Governmental Authority having or claiming jurisdiction over the Land, the FF&E, the Project, or any other element of the Trust Estate or providing access thereto, or the operation of any business on, at, or from the Site including, without limitation, any liquor or Nevada Gaming Licenses (except for any registrations, licenses, findings of suitability or approvals issued by the Nevada Gaming Authorities or any other liquor or gaming licenses

which are non-assignable); *provided*, that upon an Event of Default hereunder or under the Mortgage Notes Indenture, if Beneficiary is not qualified under the Nevada Gaming Laws to hold such Nevada Gaming Licenses, then Beneficiary may designate an appropriately qualified third party to which an assignment of such Nevada Gaming Licenses can be made in compliance with the Nevada Gaming Laws;

(J) TOGETHER WITH all the estate, right, title and interest of Trustor of, in and to all water stock, water permits and other water rights relating to the Site;

(K) TOGETHER WITH all oil and gas and other mineral rights, if any, in or pertaining to the Site and all royalty, leasehold and other rights of Trustor pertaining thereto;

(L) TOGETHER WITH any and all monies and other property, real or personal, which may from time to time be subjected to the lien hereof by Trustor or by anyone on its behalf or with its consent, or which may come into the possession or be subject to the control of Trustee or Beneficiary pursuant to this Deed of Trust, the Mortgage Notes Indenture or any other Indenture Document, including, without limitation, any Protective Advances (as defined in *Section 4.2* hereof) under this Deed of Trust; and all of Trustor's right, title, and interest in and to all extensions, improvements, betterments, renewals, substitutes for and replacements of, and all additions, accessions, and appurtenances to, any of the foregoing that Trustor may subsequently acquire or obtain by any means, or construct, assemble, or otherwise place on any of the Trust Estate, and all conversions of any of the foregoing; it being the intention of Trustor that all property hereafter acquired by Trustor and required by the Mortgage Notes Indenture, this Deed of Trust or any other Indenture Document to be subject to the lien of this Deed of Trust or intended so to be shall forthwith upon the acquisition thereof by Trustor be subject to the lien of this Deed of Trust as if such property were now owned by Trustor and were specifically described in this Deed of Trust and granted hereby or pursuant hereto, and Trustee and Beneficiary are hereby authorized, subject to Nevada Gaming Laws and other applicable laws, to receive any and all such property as and for additional security for the obligations secured or intended to be secured hereby. Trustor agrees to take any action as may reasonably be necessary to evidence and perfect such liens or security interests, including, without limitation, the execution of any documents necessary to evidence and perfect such liens or security interests;

(M) TOGETHER WITH, to the extent permitted by applicable laws, any and all Accounts Receivable and all royalties, earnings, income, proceeds, products, rents, revenues, reversions, remainders, issues, profits, avails, production payments, and other benefits directly or indirectly derived or otherwise arising from any of the foregoing, all of which are hereby assigned to Beneficiary, who, except as otherwise expressly provided in this Deed of Trust (including the provisions of *Section 1.13* hereof), is authorized to collect and receive the same, to give receipts and acquittances therefor and to apply the same to the Obligations secured hereunder, whether or not then due and payable;

(N) TOGETHER WITH Proceeds of the foregoing property described in Granting Clauses (A) through (M);

(O) TOGETHER WITH Trustor's rights further to assign, sell, lease, encumber or otherwise transfer or dispose of the property described in Granting Clauses (A) through (N) inclusive, above, for debt or otherwise; and

(P) EXPRESSLY EXCLUDING, HOWEVER, any assets expressly excluded from the definition of "Collateral" in the Mortgage Notes Indenture.

Trustor, for itself and its successors and assigns, covenants and agrees to and with Trustee that, at the time or times of the execution of and delivery of these presents or any instrument of further assurance with respect thereto, Trustor has good right, full power and lawful authority to assign, grant, convey, warrant, transfer, bargain or sell its interests in the Trust Estate in the manner and form as aforesaid, and that the Trust Estate is free and clear of all liens and encumbrances whatsoever, except

Permitted Liens, and Trustor shall warrant and forever defend the above-bargained property in the quiet and peaceable possession of Trustee and its successors and assigns against all and every person or persons lawfully or otherwise claiming or to claim the whole or any part thereof, except for Permitted Liens. Trustor agrees that any greater title to the Trust Estate hereafter acquired by Trustor during the term hereof shall be automatically subject hereto.

ARTICLE ONE
COVENANTS OF TRUSTOR

The Beneficiary and the Second Mortgage Note Holders have been induced to enter into the Indenture Documents and to purchase the Notes, as the case may be, on the basis of the following material covenants, all agreed to by Trustor:

1.1 ***Performance of Indenture Documents.*** Trustor shall perform, observe and comply with each and every provision hereof, and with each and every provision contained in the Mortgage Notes Indenture and the other Indenture Documents and shall promptly pay to the Beneficiary or the Disbursement Agent, as applicable, when payment shall become due, the principal with interest thereon and all other sums required to be paid by Trustor under this Deed of Trust, the Mortgage Notes Indenture and the other Indenture Documents.

1.2 ***General Representations, Covenants and Warranties.*** Trustor represents, covenants and warrants that: (a) Trustor has good and marketable title to an indefeasible fee estate in the Site, free and clear of all encumbrances except Permitted Encumbrances, and that it has the right to hold, occupy and enjoy its interest in the Trust Estate, and has good right, full power and lawful authority to subject the Trust Estate to the Lien of this Deed of Trust and pledge the same as provided herein and Beneficiary may at all times peaceably and quietly enter upon, hold, occupy and enjoy the entire Trust Estate in accordance with the terms hereof; (b) Trustor is not Insolvent and no bankruptcy or insolvency proceedings are pending or contemplated by or, to the best of Trustor's knowledge, threatened against Trustor; (c) all costs arising from construction of any Improvements, the performance of any labor and the purchase of all Tangible Collateral and Improvements have been or shall be paid when due (subject to the provisions of the Disbursement Agreement, the Mortgage Notes Indenture and this Deed of Trust); (d) the Land has direct access for ingress and egress to dedicated street(s); (e) Trustor shall at all times conduct and operate the Trust Estate in a manner so as not to lose, or permit its affiliate to lose, the right to conduct gaming activities at the Project; (f) no material part of the Trust Estate has been damaged, destroyed, condemned or abandoned, other than those portions of the Trust Estate that have been the subject of condemnation proceedings that have resulted in the conveyance of such portion of the Trust Estate to the Trustor; (g) no part of the Trust Estate is the subject of condemnation proceedings and Trustor has no knowledge of any contemplated or pending condemnation proceeding with respect to any portion of the Trust Estate; and (h) Trustor acknowledges and agrees that it presently may use, and in the past may have used, one or more of the trade or fictitious names, "Le Reve", "Wynn Collection", "Wynn Resorts" and "Desert Inn" and in each case variations thereof (collectively, the "***Enumerated Names***") in connection with the operation of the business at the Trust Estate, and Trustor further represents and warrants that the Enumerated Names are the only such trade or fictitious names Trustor has so used. For all purposes under this Deed of Trust it shall be deemed that the term "Trustor" includes all trade or fictitious names that Palo, LLC (or any successor or assign thereof) now or hereafter uses, or has in the past used, including, without limitation, the Enumerated Names, with the same force and effect as if this Deed of Trust had been executed in all such names (in addition to "Palo, LLC").

1.3 ***Compliance with Legal Requirements.*** Except as provided in the Mortgage Notes Indenture, Trustor shall promptly, fully, and faithfully comply in all material respects with all Legal Requirements and shall cause all portions of the Trust Estate and its use and occupancy to fully comply in all material respects with Legal Requirements at all times, whether or not such compliance requires work or

remedial measures that are ordinary or extraordinary, foreseen or unforeseen, structural or nonstructural, or that interfere with the use or enjoyment of the Trust Estate.

1.4 ***Taxes.*** Except as otherwise permitted by the Mortgage Notes Indenture, (a) Trustor shall pay all Impositions as they become due and payable and shall deliver to Beneficiary promptly upon Beneficiary's request, evidence satisfactory to Beneficiary that the Impositions have been paid or are not delinquent; (b) Trustor shall not suffer to exist, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Land as a single lien, except as may be required by law; and (c) in the event of the passage of any law deducting from the value of real property for the purposes of taxation any lien thereon, or changing in any way the taxation of deeds of trust or obligations secured thereby for state or local purposes, or the manner of collecting such taxes and imposing a tax, either directly or indirectly, on this Deed of Trust or the other Indenture Documents to which Trustor is a party, Trustor shall pay all such taxes.

1.5 ***Insurance.***

(a) **Hazard Insurance Requirements and Proceeds**.

(1) *Hazard Insurance*. Trustor shall at its sole expense obtain for, deliver to, assign and maintain for the benefit of Beneficiary, during the term of this Deed of Trust, insurance policies insuring the Trust Estate and liability insurance policies, all in accordance with the requirements of the Mortgage Notes Indenture. Trustor shall pay promptly when due any premiums on such insurance policies and on any renewals thereof. In the event of the foreclosure of this Deed of Trust or any other transfer of title to the Trust Estate in partial or complete extinguishment of the indebtedness and other sums secured hereby, all right, title and interest of Beneficiary in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee.

(2) *Handling of Proceeds*. All Proceeds from any insurance policies shall be collected, held, handled and disbursed in accordance with the provisions of the Mortgage Notes Indenture and the Disbursement Agreement (while in effect). All proceeds of insurance allocable to Trustor, as owner of the Site, and attributable to business interruption insurance shall be collected, held, handled and disbursed in accordance with the provisions of the Mortgage Notes Indenture and the Disbursement Agreement. Any such proceeds disbursed to Beneficiary shall be applied to pay amounts then due and payable under this Deed of Trust. The balance shall be retained by Beneficiary or its designee in an interest bearing or other investment account approved by Beneficiary, which account Trustor hereby pledges to Beneficiary to secure the Obligations. Disbursements shall be permitted from such account to pay expenses reasonably incurred by Trustor in owning and operating the Trust Estate, as reasonably approved by Beneficiary.

(b) **Compliance with Insurance Policies**. Trustor shall not violate or permit to be violated any of the conditions or provisions of any policy of insurance required by the Mortgage Notes Indenture or this Deed of Trust and Trustor shall so perform and satisfy the requirements of the companies writing such policies that, at all times, companies of good standing shall be willing to write and/or continue such insurance. Trustor further covenants to promptly send to Beneficiary all notices relating to any violation of such policies or otherwise affecting Trustor's insurance coverage or ability to obtain and maintain such insurance coverage.

1.6 ***Condemnation.*** Beneficiary is hereby authorized, at its option, to commence, appear in and prosecute in its own or Trustor's name any action or proceeding relating to any condemnation and to settle or compromise any claim in connection therewith, and Trustor hereby appoints Beneficiary as its attorney-in-fact to take any action in Trustor's name pursuant to Beneficiary's rights hereunder.

Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Trust Estate or any portion thereof, Trustor shall notify the Trustee and Beneficiary of the pendency of such proceedings. Trustor from time to time shall execute and deliver to Beneficiary all instruments requested by it to permit such participation; provided, however, that such instruments shall be deemed as supplemental to the foregoing grant of permission to Trustee and Beneficiary, and unless otherwise required, the foregoing permission shall, without more, be deemed sufficient to permit Trustee and/or Beneficiary to participate in such proceedings on behalf of Trustor. All such compensation awards, damages, claims, rights of action and Proceeds, and any other payments or relief, and the right thereto, are, whether paid to Beneficiary or Trustor or a third party trustee, included in the Trust Estate. Beneficiary, after deducting therefrom all its expenses, including reasonable attorneys fees, shall apply all Proceeds paid directly to it in accordance with the provisions of the Mortgage Notes Indenture. All Proceeds paid directly to the Trustor shall be applied, if received by Trustor prior to the Final Completion Date, in accordance with the Disbursement Agreement and, if received on or after the Final Completion Date, in accordance with the Mortgage Notes Indenture. To the extent that any condemnation proceeds are not required to be applied towards restoration of the improvements upon the Site, then Beneficiary shall have the right to apply said condemnation proceeds towards repayment of the Obligations. Trustor hereby waives any rights it may have under NRS 37.115, as amended or recodified from time to time.

1.7 ***Care of Trust Estate.***

(a) Trustor shall preserve and maintain the Trust Estate in good condition and repair. Trustor shall not permit, commit or suffer to exist any waste, impairment or deterioration of the Trust Estate or of any part thereof that in any manner materially impairs Beneficiary's security hereunder and shall not take any action which will increase the risk of fire or other hazard to the Trust Estate or to any part thereof.

(b) Except for Permitted Dispositions, no material part of the Improvements or Tangible Collateral that are part of the Trust Estate shall be removed, demolished or materially altered, without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld or delayed. Trustor shall have the right, without such consent, to remove and dispose of free from the lien of this Deed of Trust any part of the Improvements or Tangible Collateral that are part of the Trust Estate as from time to time may become worn out or obsolete or otherwise not useful in connection with the operation of the Trust Estate, provided that either (i) such removal or disposition does not materially affect the value of the Trust Estate or (ii) prior to or promptly following such removal, any such property shall be replaced with other property of substantially equal utility and of a value at least substantially equal to that of the replaced property when first acquired and free from any security interest of any other person (subject only to Permitted Liens), and by such removal and replacement Trustor shall be deemed to have subjected such replacement property to the lien of this Deed of Trust.

(c) Notwithstanding the foregoing provisions of this *Section 1.7*, the Trustor may develop the Project in the manner contemplated by the Disbursement Agreement, the Mortgage Notes Indenture and the other Indenture Documents.

1.8 ***Leases.***

(a) Trustor represents, warrants and covenants that:

(i) except for the assignment effected hereby and in the other Financing Agreements, Trustor has not executed any assignment or pledge of any of Space Leases, the Rents, or of Trustor's right, title and interest in the same; and

(ii) this Deed of Trust does not and will not constitute a violation or default under any Space Lease, and is and shall at all times constitute a valid lien on Trustor's interests in the Space Leases.

(b) Trustor shall not enter into any Space Lease or any modifications or amendments to any Space Lease, either orally or in writing, unless such Space Lease complies with the requirements of the Mortgage Notes Indenture and the Second Mortgage Notes Security Documents.

(c) After an Event of Default, upon the request of Beneficiary Trustor shall deliver to Beneficiary executed copies of all Space Leases.

1.9 ***Further Encumbrance.***

(a) Trustor covenants that at all times prior to the discharge of the Obligations, except for Permitted Liens and Permitted Dispositions, Trustor shall neither make nor suffer to exist, nor enter into any agreement for, any sale, assignment, exchange, mortgage, transfer, Lien, hypothecation or encumbrance of all or any part of the Trust Estate, including, without limitation, the Rents. As used herein, "transfer" includes the actual transfer or other disposition, whether voluntary or involuntary, by law, or otherwise, except those transfers specifically permitted herein, provided, however, that "transfer" shall not include the granting of utility or other beneficial easements with respect to the Trust Estate which have been or are granted by Trustor and are reasonably necessary to the construction, maintenance or operation of the Project.

(b) Any Permitted Lien consisting of the lien of a deed of trust which is junior to the lien of the Indenture Documents (a "Subordinate Deed of Trust") shall be permitted hereunder so long as there shall have been delivered to Beneficiary, not less than thirty (30) days prior to the date thereof, a copy thereof which shall contain express covenants in form and substance satisfactory to Beneficiary to the effect that: (i) the Subordinate Deed of Trust is in all respects subject and subordinate to this Deed of Trust; (ii) if any action or proceeding shall be brought to foreclose the Subordinate Deed of Trust (regardless of whether the same is a judicial proceeding or pursuant to a power of sale contained therein), no tenant of any portion of the Trust Estate shall be named as a party defendant nor shall any action be taken with respect to the Trust Estate which would terminate any occupancy or tenancy of the Trust Estate, or any portion thereof, without the consent of Beneficiary; (iii) any Rents, if collected through a receiver or by the holder of the Subordinate Deed of Trust, shall be applied first to the obligations secured by this Deed of Trust, including principal and interest due and owing on or to become due and owing on the Notes or the other Indenture Documents, and then to the payment of maintenance expenses, operating charges, taxes, assessments, and disbursements incurred in connection with the ownership, operation, and maintenance of the Trust Estate; and (iv) if any action or proceeding shall be brought to foreclose the Subordinate Deed of Trust, prompt notice of the commencement thereof shall be given to Beneficiary.

(c) Trustor agrees that in the event the ownership of the Trust Estate or any part thereof becomes vested in a person other than Trustor, Beneficiary may, without notice to Trustor, deal in any way with such successor or successors in interest with reference to this Deed of Trust, the Notes, the other Indenture Documents and other Obligations hereby secured without in any way vitiating or discharging Trustor's or any guarantor's, surety's or endorser's liability hereunder or upon the obligations hereby secured. No sale of the Trust Estate and no forbearance to any person with respect to this Deed of Trust and no extension to any person of the time for payment of the Obligations, and other sums hereby secured given by Beneficiary shall operate to release, discharge, modify, change or affect the original liability of Trustor, or such guarantor, surety or endorser either in whole or in part.

(d) If Trustor shall fail to make any payment required to be made by it under any FF&E Financing Agreement, except where Trustor is contesting such payment in good faith, then the Beneficiary shall be entitled to make such payment on Trustor's behalf and any and all sums so expended by the Beneficiary shall be secured by this Deed of Trust and shall be repaid by Trustor upon demand, together with interest thereon at the interest at the rate applicable to overdue principal set forth in the Mortgage Notes Indenture from the date of advance.

1.10 ***Partial Releases of Trust Estate.***

(a) Trustor may from time to time make a Permitted Disposition including, but not limited to, (i) transferring a portion of the Trust Estate (including any temporary taking) to any person legally empowered to exercise the power of eminent domain, or pursuant to dedication agreements that are now in effect or entered into in the future in connection with the development of the Project, (ii) granting utility easements reasonably necessary or desirable for the construction and/or operation of the Project, which grant or transfer is for the benefit of the Trust Estate, or (iii) transferring a portion of the Trust Estate as permitted pursuant to the Disbursement Agreement. In each such case, Beneficiary shall execute and deliver any instruments necessary or appropriate to effectuate or confirm any such transfer or grant, free from the lien of this Deed of Trust, *provided*, *however*, that Beneficiary shall execute a lien release or subordination agreement, as appropriate, for matters described in clauses (i) and (iii) above only if:

(A) Such transfer, grant or release is not prohibited by the Mortgage Notes Indenture and all conditions precedent contained in the Mortgage Notes Indenture for such transfer, grant or release, if any, shall have been satisfied;

(B) Beneficiary and Trustee shall have received a counterpart of the instrument pursuant to which such transfer, grant or release is to be made, and each instrument which Beneficiary or Trustee is requested to execute in order to effectuate or confirm such transfer, grant or release; and

(C) Beneficiary and Trustee shall have received an Officer's Certificate if required pursuant to the Mortgage Notes Indenture.

(b) Any consideration received for a transfer to any person empowered to exercise the right of eminent domain shall be subject to *Section 1.6* hereof.

1.11 ***Further Assurances.***

(a) At its sole cost and without expense to Trustee or Beneficiary, and subject in all events to compliance with the Nevada Gaming Laws and other applicable Legal Requirements, Trustor shall do, execute, acknowledge and deliver any and all such further acts, deeds, conveyances, notices, requests for notices, financing statements, continuation statements, certificates, assignments, notices of assignments, agreements, instruments and further assurances, and shall mark any chattel paper, deliver any chattel paper or instruments to Beneficiary and take any other actions that are necessary, prudent, or reasonably requested by Beneficiary or Trustee to perfect or continue the perfection and first priority of Beneficiary's security interest in the Trust Estate, to protect the Trust Estate against the rights, claims, or interests of third persons other than holders of Permitted Liens or to effect the purposes of this Deed of Trust, including the security agreement and the absolute assignment of Rents contained herein, or for the filing, registering or recording thereof.

(b) Trustor shall forthwith upon the execution and delivery of this Deed of Trust, and thereafter from time to time, cause this Deed of Trust and each instrument of further assurance to be filed, indexed, registered, recorded, given or delivered in such manner and in such places as may be required by any

present or future law in order to publish notice of and fully to protect the lien hereof upon, and the title of Trustee and/or Beneficiary to, the Trust Estate.

1.12 ***Security Agreement and Financing Statements.*** Trustor (as debtor) hereby grants to Beneficiary (as creditor and secured party) a present and future security interest in all Tangible Collateral, Intangible Collateral, FF&E, Improvements, all other personal property now or hereafter owned or leased by Trustor or in which Trustor has or will have any interest, to the extent that such property constitutes a part of the Trust Estate (whether or not such items are stored on the premises or elsewhere), Proceeds of the foregoing comprising a portion of the Trust Estate and all products, substitutions, and accessions therefor and thereto, subject to Beneficiary's rights to treat such property as real property as herein provided (collectively, the "**Personal Property**"). Trustor shall execute and/or deliver any and all documents and writings, including without limitation financing statements pursuant to the UCC, as may be necessary or prudent to preserve and maintain the priority of the security interest granted hereby on property which may be deemed subject to the foregoing security agreement or as Beneficiary may reasonably request, and shall pay to Beneficiary on demand any reasonable expenses incurred by Beneficiary in connection with the preparation, execution and filing of any such documents. Trustor hereby authorizes and empowers Beneficiary to file, on Trustor's behalf, all financing statements and refiling and continuations thereof as advisable to create, preserve and protect said security interest. Trustor acknowledges and agrees that it is not authorized to, and will not, authenticate or file, or authorize the filing of, any financing statements or other record with respect to the Personal Property (including any amendments thereto, or continuation or termination statements thereof), except as permitted by the Indenture Documents. Trustor approves and ratifies any filing or recording of records made by or on behalf of Beneficiary in connection with the perfection of the security interest in favor of Beneficiary hereunder. This Deed of Trust constitutes both a real property deed of trust and a "security agreement," within the meaning of the UCC, and the Trust Estate includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Trustor in the Trust Estate. Trustor by executing and delivering this Deed of Trust has granted to Beneficiary, as security of the Obligations, a security interest in the Trust Estate.

(a) **Fixture Filing**. Without in any way limiting the generality of the immediately preceding paragraph or of the definition of the Trust Estate, this Deed of Trust constitutes a fixture filing under Sections 9-334 and 9-502 of the UCC (NRS 104.9334 and 104.9502). For such purposes, (i) the "debtor" is Trustor and its address is the address given for it in the initial paragraph of this Deed of Trust; (ii) the "secured party" is Beneficiary, and its address for the purpose of obtaining information is the address given for it in the initial paragraph of this Deed of Trust; (iii) the real estate to which the fixtures are or are to become attached is Trustor's interest in the Site; and (iv) the record owner of such real estate is Trustor.

(b) **Remedies**. This Deed of Trust shall be deemed a security agreement as defined in the UCC and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall include any or all of (i) those prescribed herein, and (ii) those available under applicable law, and (iii) those available under the UCC, all at Beneficiary's sole election. In addition, a photographic or other reproduction of this Deed of Trust shall be sufficient as a financing statement for filing wherever filing may be necessary to perfect or continue the security interest granted herein.

(c) **Derogation of Real Property**. It is the intention of the parties that the filing of a financing statement in the records normally having to do with personal property shall never be construed as in anyway derogating from or impairing the express declaration and intention of the parties hereto as hereinabove stated that everything used in connection with the production of income from the Trust Estate and/or adapted for use therein and/or which is described or reflected in this Deed of Trust is, and at all times and for all purposes and in all proceedings both legal or equitable, shall be regarded as part of the real property encumbered by this Deed of Trust irrespective of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital

contained herein or in any list filed with Beneficiary, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. It is the intention of the parties that the mention in any such financing statement of (1) rights in or to the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) Trustor's interest as lessors in any present or future Space Lease or rights to Rents, shall never be construed as in anyway altering any of the rights of Beneficiary as determined by this Deed of Trust or impugning the priority of Beneficiary's real property lien granted hereby or by any other recorded document, but such mention in the financing statement is declared to be for the protection of Beneficiary in the event any court or judge shall at any time hold with respect to the matters set forth in the foregoing clauses (1), (2) and (3) that notice of Beneficiary's priority of interest to be effective against a particular class of persons, including but not limited to, the federal government and any subdivisions or entity of the federal government, must be filed in the UCC records.

(d) **Priority; Permitted Financing of Tangible Collateral**. All Personal Property of any nature whatsoever which is subject to the provisions of this security agreement shall be purchased or obtained by Trustor in its name and free and clear of any lien or encumbrance, except for Permitted Liens and the lien hereof, for use only in connection with the business and operation of the Project, and shall be and at all times remain free and clear of any lease or similar arrangement, chattel financing, installment sale agreement, security agreement and any encumbrance of like kind, so that Beneficiary's security interest shall attach to and vest in Trustor for the benefit of Beneficiary, with the priority herein specified, immediately upon the installation or use of the Personal Property at the Site and Trustor warrants and represents that Beneficiary's security interest in the Personal Property is a validly attached and binding security interest, properly perfected and prior to all other security interests therein except as otherwise permitted in this Deed of Trust. The foregoing shall not be construed as limiting Trustor's rights to transfer Personal Property pursuant to Permitted Dispositions or to obtain releases of Personal Property from the Lien of this Deed of Trust pursuant to *Section 1.10* hereof.

(e) **Preservation of Contractual Rights of Collateral**. Trustor shall, prior to delinquency, default, or forfeiture, perform all obligations and satisfy all material conditions required on its part to be satisfied to preserve its rights and privileges under any contract, lease, license, permit, or other authorization (i) under which it holds any Tangible Collateral or (ii) which constitutes part of the Intangible Collateral, except where Trustor is contesting such obligations in good faith.

(f) **Removal of Collateral**. Except for damaged or obsolete Tangible Collateral which is either no longer usable or which is removed temporarily for repair or improvement or removed for replacement on the Trust Estate with Tangible Collateral of similar function or as otherwise permitted herein, none of the Tangible Collateral shall be removed from the Trust Estate without Beneficiary's prior written consent.

(g) **Change of Name**. Trustor shall not change its corporate (or other entity) or business name, or do business within the State of Nevada under any name other than such name, or any trade name(s) other than those as to which Trustor gives prior written notice to Beneficiary of its intent to use such trade names, or any other business names (if any) specified in the financing statements delivered to Beneficiary for filing in connection with the execution hereof, without, in each case, providing Beneficiary with the additional financing statement(s) and any other similar documents deemed reasonably necessary by Beneficiary to assure that its security interest remains perfected and of undiminished priority in all such Personal Property notwithstanding such name change.

1.13 ***Assignment of Leases and Rents.*** Subject to Nevada Gaming Laws and other applicable Legal Requirements, the assignment of Leases and Rents set out above in Granting Clause (G) shall

constitute an absolute and present assignment to Beneficiary, subject to the license herein given to Trustor to collect the Rents, and shall be fully operative without any further action on the part of any party, and specifically Beneficiary shall be entitled upon the occurrence of an Event of Default hereunder to all Rents and to enter upon the Site and the Improvements to collect such Rents, provided, however, that Beneficiary shall not be obligated to take possession of the Trust Estate, or any portion thereof. The absolute assignment contained in Granting Clause (G) shall not be deemed to impose upon Beneficiary any of the obligations or duties of Trustor provided in any such Space Lease (including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease in the event that any lessee shall have been joined as a party defendant in any action to foreclose this Deed of Trust and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Trust Estate or any part thereof).

1.14 ***Expenses*.**

(a) Trustor shall pay when due and payable all out-of-pocket costs, including without limitation, those reasonable appraisal fees, recording fees, taxes, abstract fees, title policy fees, escrow fees, attorneys' and paralegal fees, travel expenses, fees for inspecting architect(s) and engineer(s) and all other costs and expenses of every character which may hereafter be incurred by Beneficiary or any assignee of Beneficiary in connection with the preparation and execution of the Mortgage Notes Indenture and the other Indenture Documents to which Trustor is a party or instruments, agreements or documents of further assurance, the funding of the indebtedness secured hereby, and the enforcement of the Mortgage Notes Indenture or any other Indenture Document to which Trustor is a party. Other than costs associated with the enforcement of any Indenture Document, all such costs shall be itemized in reasonable detail; and

(b) Trustor shall, upon demand by Beneficiary, reimburse Beneficiary or any assignee of Beneficiary for all such reasonable expenses which have been incurred or which shall be incurred by it; and

(c) Trustor shall indemnify Beneficiary with respect to any transaction or matter in any way connected with any portion of the Trust Estate, this Deed of Trust, including any occurrence at, in, on, upon or about the Trust Estate (including any personal injury, loss of life, or property damage), or Trustor's use, occupancy, or operation of the Trust Estate, or the filing or enforcement of any mechanic's lien, or otherwise caused in whole or in part by any act, omission or negligence occurring on or at the Trust Estate, including failure to comply with any Legal Requirement or with any requirement of this Deed of Trust that applies to Trustor, except to the extent resulting from the gross negligence, fraud or willful misconduct of Trustee or Beneficiary. If Beneficiary is a party to any litigation as to which either Trustor is required to indemnify Beneficiary (or is made a defendant in any action of any kind against Trustor or relating directly or indirectly to any portion of the Trust Estate) then, at Beneficiary's option, Trustor shall undertake Beneficiary's defense, using counsel reasonably satisfactory to Beneficiary (and any settlement shall be subject to Beneficiary's consent, which consent shall not be unreasonably withheld), and in any case shall indemnify Beneficiary against such litigation. Trustor shall pay all reasonable costs and expenses, including reasonable legal costs, that Beneficiary pays or incurs in connection with any such litigation. Any amount payable under any indemnity in this Deed of Trust shall be a demand obligation, shall be added to, and become a part of, the secured obligations under this Deed of Trust, shall be secured by this Deed of Trust and shall bear interest at the interest rate specified in the Mortgage Notes Indenture. Such indemnity shall survive any release of this Deed of Trust and any foreclosure.

1.15 ***Beneficiary's Cure of Trustor's Default.*** If Trustor defaults hereunder in the payment of any tax, assessment, lien, encumbrance or other Imposition, in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, condition or term of this Deed of Trust or

any other Financing Agreement or any FF&E Financing Agreement, Beneficiary may, but is not obligated to, to preserve its interest in the Trust Estate, perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and reasonable costs and expenses incurred or paid by Beneficiary in connection therewith shall become due and payable immediately. The amounts so incurred or paid by Beneficiary, together with interest thereon at the interest rate applicable to overdue principal set forth in the Mortgage Notes Indenture, from the date incurred until paid by Trustor, shall be added to the indebtedness and secured by the lien of this Deed of Trust. Beneficiary, is hereby empowered to enter and to authorize others to enter upon the Site or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Trustor or any person in possession holding under Trustor. No exercise of any rights under this Section 1.15 by Beneficiary shall cure or waive any Event of Default or notice of default hereunder or invalidate any act done pursuant hereto or to any such notice, but shall be cumulative of all other rights and remedies.

1.16 ***Use of Land.*** Trustor covenants that the Trust Estate shall be used and operated in a manner consistent with the requirements of the Indenture Documents.

1.17 ***Compliance with Permitted Lien Agreements.*** Trustor shall comply with each and every material obligation contained in any agreement pertaining to a Permitted Lien.

1.18 ***Defense of Actions.*** Trustor shall appear in and defend any action or proceeding affecting or purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and shall pay all costs and expenses, including cost of title search and insurance or other evidence of title, preparation of survey, and reasonable attorneys' fees in any such action or proceeding in which Beneficiary or Trustee may appear or may be joined as a party and in any suit brought by Beneficiary based upon or in connection with this Deed of Trust, the Mortgage Notes Indenture or any other Indenture Document to which Trustor is a party. Nothing contained in this section shall, however, limit the right of Beneficiary to appear in such action or proceeding with counsel of its own choice, either on its own behalf or on behalf of Trustor.

1.19 ***Affiliates.***

(a) **Subject to Trust Deed**. Subject to compliance with the requirements of applicable Nevada Gaming Laws, Trustor shall cause all of its Affiliates in any way involved with the operation of the Trust Estate or the Project to observe the covenants and conditions of this Deed of Trust to the extent necessary to give the full intended effect to such covenants and conditions and to protect and preserve the security of Beneficiary hereunder. Trustor shall, at Beneficiary's request, cause any such Affiliate to execute and deliver to Beneficiary or Trustee such further instruments or documents as Beneficiary may reasonably deem necessary to effectuate the terms of this *Section 1.19*.

(b) **Restriction on Use of Subsidiary or Affiliate**. Except as permitted under the Notes, the Mortgage Notes Indenture or the other Indenture Documents, Trustor shall not use any Affiliate in the operation of the Trust Estate or the Project if such use would in any way impair the security for the Obligations or circumvent any covenant or condition of this Deed of Trust, the Mortgage Notes Indenture or of any other Indenture Document.

1.20 ***Title Insurance.*** Promptly after the execution of this Deed of Trust, Trustor shall cause to be delivered to Trustee at Trustor's expense, one or more ALTA extended coverage Lender's Policies of Title Insurance showing fee title to the real property situated in the County of Clark, State of Nevada, more specifically described in Schedule A attached hereto, vested in Trustor and the lien of this Deed of Trust to be a perfected lien, prior to any and all encumbrances other than Permitted Encumbrances (excluding, however, any such non-Permitted Encumbrances for which the Title Insurer has agreed to

provide an endorsement or affirmative coverage protecting the lien of this Deed of Trust against such non-Permitted Encumbrances).

ARTICLE TWO
MORTGAGE NOTES INDENTURE PROVISIONS

2.1 ***Interaction with Mortgage Notes Indenture***

(a) **Incorporation by Reference**. All terms, covenants, conditions, provisions and requirements of the Mortgage Notes Indenture are incorporated by reference in this Deed of Trust.

(b) **Conflicts**. In the event of any conflict or inconsistency between the provisions of this Deed of Trust and those of the Mortgage Notes Indenture or the Disbursement Agreement, the provisions of the Mortgage Notes Indenture or the Disbursement Agreement, as applicable, shall govern.

2.2 ***Other Collateral.*** This Deed of Trust is one of a number of security agreements delivered by or on behalf of Trustor and other Persons pursuant to the Mortgage Notes Indenture and the other Indenture Documents and securing the Obligations secured hereunder. All potential junior Lien claimants are placed on notice that, under any of the Indenture Documents (including a separate future unrecorded agreement between Trustor and Beneficiary), other collateral for the Obligations secured hereunder (*i.e.*, collateral other than the Trust Estate) may, under certain circumstances, be released without a corresponding reduction in the total principal amount secured by this Deed of Trust. Such a release would decrease the amount of collateral securing the same indebtedness, thereby increasing the burden on the remaining Trust Estate created and continued by this Deed of Trust. No such release shall impair the priority of the lien of this Deed of Trust. By accepting its interest in the Trust Estate, each and every junior Lien claimant shall be deemed to have acknowledged the possibility of, and consented to, any such release. Nothing in this paragraph shall impose any obligation upon Beneficiary.

2.3 ***Subordination to Bank Deed of Trust.***

Notwithstanding any other provision hereof, this Deed of Trust, including, without limitation, the security interest granted herein, the rights, power and remedies of the Trustee and the Beneficiary and the obligations of Trustor set forth herein, shall, to the extent provided in the Project Lenders Intercreditor Agreement, be subject and subordinate to the Bank Palo Deed of Trust.

ARTICLE THREE
DEFAULTS

3.1 ***Event of Default.*** The term "Event of Default," wherever used in this Deed of Trust, shall mean any of (i) one or more of the events of default listed in the Mortgage Notes Indenture or (ii) so long as the Disbursement Agreement is in effect, one or more of the events of default listed in the Disbursement Agreement (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body).

ARTICLE FOUR
REMEDIES

4.1 ***Acceleration of Maturity.*** If an Event of Default occurs, Beneficiary may (except that such acceleration shall be automatic if the Event of Default is caused by any Issuer's or Trustor's Bankruptcy), in accordance with the Indenture Documents, declare the Obligations to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become due and payable without demand, presentment, notice or other requirements of any kind (all of which Trustor waives) notwithstanding anything in this Deed of Trust or any Indenture Document or applicable law to the contrary.

4.2 ***Protective Advances.*** If any Issuer or Trustor fails to make any payment or perform any other obligation under the Notes, the Mortgage Notes Indenture or any other Financing Agreement, then without thereby limiting Beneficiary's other rights or remedies, waiving or releasing any of Trustor's obligations, or imposing any obligation on Beneficiary, Beneficiary may either advance any amount owing or perform any or all actions that Beneficiary considers necessary or appropriate to cure such default. All such advances shall constitute "Protective Advances." No sums advanced or performance rendered by Beneficiary shall cure, or be deemed a waiver of any Event of Default.

4.3 ***Institution of Equity Proceedings.*** If an Event of Default occurs, Beneficiary may institute an action, suit or proceeding in equity for specific performance of this Deed of Trust, the Notes, the Mortgage Notes Indenture or any other Indenture Document, all of which shall be specifically enforceable by

injunction or other equitable remedy. Trustor waives any defense based on laches or any applicable statute of limitations.

4.4 ***Beneficiary's Power of Enforcement.***

(a) If an Event of Default occurs, Beneficiary shall be entitled, at its option and in its sole and absolute discretion, to prepare and record on its own behalf, or to deliver to Trustee for recording, if appropriate, written declaration of default and demand for sale and written Notice of Breach and Election to Sell (NRS 107.080(3)) (or other statutory notice) to cause the Trust Estate to be sold to satisfy the obligations hereof, and in the case of delivery to Trustee, Trustee shall cause said notice to be filed for record.

(b) After the lapse of such time as may then be required by law following the recordation of said Notice of Breach and Election to Sell, and notice of sale having been given as then required by law, including compliance with all applicable Nevada Gaming Laws, Trustee without demand on Trustor, shall sell the Trust Estate or any portion thereof at the time and place fixed by it in said notice, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder, of cash in lawful money of the United States payable at the time of sale. Trustee may, for any cause it deems expedient, postpone the sale of all or any portion of said property until it shall be completed and, in every case, notice of postponement shall be given by public announcement thereof at the time and place last appointed for the sale and from time to time thereafter Trustee may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall execute and deliver to the purchaser its Deed, Bill of Sale,

or other instrument conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in such instrument of conveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale.

(c) After deducting all costs, fees and expenses of Trustee and of this Deed of Trust, including, without limitation, costs of evidence of title and reasonable attorneys' fees and other legal expenses of Trustee or Beneficiary in connection with a sale, Trustee shall apply the proceeds of such sale to payment of all sums expended under the terms hereof not then repaid, with accrued interest at the rate applicable to overdue principal set forth in the Mortgage Notes Indenture to the payment of all other sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto as provided in NRS 40.462.

(d) Subject to compliance with applicable Nevada Gaming Laws, if any Event of Default occurs, Beneficiary may, either with or without entry or taking possession of the Trust Estate, and without regard to whether or not the indebtedness and other sums secured hereby shall be due and without prejudice to the right of Beneficiary thereafter to bring an action or proceeding to foreclose or any other action for any default existing at the time such earlier action was commenced, proceed by any appropriate action or proceeding: (1) to enforce payment of the Obligations, to the extent permitted by law, or the performance of any term hereof or any other right; (2) to foreclose this Deed of Trust in any manner provided by law for the foreclosure of mortgages or deeds of trust on real property and to sell, as an entirety or in separate lots or parcels, the Trust Estate or any portion thereof pursuant to the laws of the State of Nevada or under the judgment or decree of a court or courts of competent jurisdiction, and Beneficiary shall be entitled to recover in any such proceeding all costs and expenses incident thereto, including reasonable attorneys' fees in such amount as shall be awarded by the court; (3) to exercise any or all of the rights and remedies available to it under the Indenture Documents; and (4) to pursue any other remedy available to it. Beneficiary shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as Beneficiary may determine.

(e) The remedies described in this *Section 4.4* may be exercised with respect to all or any portion of the Personal Property, either simultaneously with the sale of any real property encumbered hereby or independent thereof. Beneficiary shall at any time be permitted to proceed with respect to all or any portion of the Personal Property in any manner permitted by the UCC. Trustor agrees that Beneficiary's inclusion of all or any portion of the Personal Property (and all personal property that is subject to a security interest in favor, or for the benefit, of Beneficiary) in a sale or other remedy exercised with respect to the real property encumbered hereby, as permitted by the UCC, is a commercially reasonable disposition of such property.

4.5 ***Beneficiary's Right to Enter and Take Possession, Operate and Apply Income.***

(a) Subject to compliance with applicable Nevada Gaming Laws, if an Event of Default occurs, (i) Trustor, upon demand of Beneficiary, shall forthwith surrender to Beneficiary the actual possession and, if and to the extent permitted by law, Beneficiary itself, or by such officers or agents as it may appoint, may enter and take possession of all the Trust Estate including the Personal Property, without liability for trespass, damages or otherwise, and may exclude Trustor and its agents and employees wholly therefrom and may have joint access with Trustor to the books, papers and accounts of Trustor; and (ii) Trustor shall pay monthly in advance to Beneficiary on Beneficiary's entry into possession, or to any receiver appointed to collect the Rents, all Rents then due and payable.

(b) If Trustor shall for any reason fail to surrender or deliver the Trust Estate, the Personal Property or any part thereof after Beneficiary's demand, Beneficiary may obtain a judgment or decree conferring on Beneficiary or Trustee the right to immediate possession or requiring Trustor

to deliver immediate possession of all or part of such property to Beneficiary or Trustee and Trustor hereby specifically consents to the entry of such judgment or decree. Trustor shall pay to Beneficiary or Trustee, upon demand, all reasonable costs and expenses of obtaining such judgment or decree and reasonable compensation to Beneficiary or Trustee, their attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Deed of Trust.

(c) Subject to compliance with applicable Nevada Gaming Laws, upon every such entering upon or taking of possession, Beneficiary or Trustee may hold, store, use, operate, manage and control the Trust Estate and conduct the business thereof, and, from time to time in its sole and absolute discretion and without being under any duty to so act:

(1) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property;

(2) insure or keep the Trust Estate insured;

(3) manage and operate the Trust Estate and exercise all the rights and powers of Trustor in their name or otherwise with respect to the same;

(4) enter into agreements with others to exercise the powers herein granted Beneficiary or Trustee, all as Beneficiary or Trustee from time to time may determine; and, subject to the absolute assignment of the Leases and Rents to Beneficiary, Beneficiary or Trustee may collect and receive all the Rents, including those past due as well as those accruing thereafter; and shall apply the monies so received by Beneficiary or Trustee in such priority as Beneficiary may determine to (1) the payment of interest and principal due and payable on the Notes or the other Indenture Documents, (2) the deposits for taxes and assessments and insurance premiums due, (3) the cost of insurance, taxes, assessments and other proper charges upon the Trust Estate or any part thereof; (4) the compensation, expenses and disbursements of the agents, attorneys and other representatives of Beneficiary or Trustee; and (5) any other charges or costs required to be paid by Trustor under the terms hereof; and

(5) rent or sublet the Trust Estate or any portion thereof for any purpose permitted by this Deed of Trust.

Beneficiary or Trustee shall surrender possession of the Trust Estate and the Personal Property to Trustor only when all that is due upon such interest and principal, tax and insurance deposits, and all amounts under any of the terms of the Mortgage Notes Indenture or this Deed of Trust, shall have been paid and all defaults made good. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

4.6 ***Leases.*** Beneficiary is authorized to foreclose this Deed of Trust subject to the rights of any tenants of the Trust Estate, and the failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights shall not be, nor be asserted by Trustor to be, a defense to any proceedings instituted by Beneficiary to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of the Trust Estate, or any portion thereof. Unless otherwise agreed by Beneficiary in writing, all Space Leases executed subsequent to the date hereof, or any part thereof, shall be subordinate and inferior to the lien of this Deed of Trust; provided, however that (i) in accordance with the terms of the Indenture Documents, Beneficiary may be required to execute a non-disturbance and attornment agreement in connection with certain Space Leases; and (ii) from time to time Beneficiary may execute and record among the land records of the jurisdiction where this Deed of Trust is recorded, subordination statements with respect to such of said Space Leases as Beneficiary may designate in its sole discretion, whereby the Space Leases so designated by Beneficiary shall be made superior to the lien of this Deed of Trust for the term set forth

in such subordination statement. From and after the recordation of such subordination statements, and for the respective periods as may be set forth therein, the Space Leases therein referred to shall be superior to the lien of this Deed of Trust and shall not be affected by any foreclosure hereof. All such Space Leases shall contain a provision to the effect that the Trustor and Space Lessee recognize the right of Beneficiary to elect and to effect such subordination of this Deed of Trust and consents thereto.

4.7 ***Purchase by Beneficiary.*** Upon any foreclosure sale (whether judicial or nonjudicial), Beneficiary may bid for and purchase the property subject to such sale and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

4.8 ***Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws.*** Trustor agrees to the full extent permitted by law that if an Event of Default occurs, neither Trustor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust or the absolute sale of the Trust Estate or any portion thereof or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and Trustor for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Trust Estate marshalled upon any foreclosure of the lien hereof and agrees that Trustee or any court having jurisdiction to foreclose such lien may sell the Trust Estate in part or as an entirety.

4.9 ***Receiver.*** If an Event of Default occurs, Beneficiary, to the extent permitted by law and subject to compliance with all applicable Nevada Gaming Laws, and without regard to the value, adequacy or occupancy of the security for the indebtedness and other sums secured hereby, shall be entitled as a matter of right if it so elects to the appointment of a receiver to enter upon and take possession of the Trust Estate and to collect all Rents and apply the same as the court may direct, and such receiver may be appointed by any court of competent jurisdiction upon application by Beneficiary. Beneficiary may have a receiver appointed without notice to Trustor or any third party, and Beneficiary may waive any requirement that the receiver post a bond. Beneficiary shall have the power to designate and select the Person who shall serve as the receiver and to negotiate all terms and conditions under which such receiver shall serve. Any receiver appointed on Beneficiary's behalf may be an Affiliate of Beneficiary. The expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the powers herein contained shall be secured by this Deed of Trust. The right to enter and take possession of and to manage and operate the Trust Estate and to collect all Rents, whether by a receiver or otherwise, shall be cumulative to any other right or remedy available to Beneficiary under this Deed of Trust, the Mortgage Notes Indenture or the other Indenture Documents or otherwise available to Beneficiary and may be exercised concurrently therewith or independently thereof. Beneficiary shall be liable to account only for such Rents (including, without limitation, security deposits) actually received by Beneficiary, whether received pursuant to this section or any other provision hereof. Notwithstanding the appointment of any receiver or other custodian, Beneficiary shall be entitled as pledgee to the possession and control of any cash, deposits, or instruments at the time held by, or payable or deliverable under the terms of this Deed of Trust to, Beneficiary.

4.10 ***Suits to Protect the Trust Estate.*** Beneficiary shall have the power and authority to institute and maintain any suits and proceedings as Beneficiary, in its sole and absolute discretion, may deem advisable (a) to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of this Deed of Trust, (b) to preserve or protect its interest in the Trust Estate, or (c) to restrain the enforcement of or compliance with any legislation or other Legal Requirement that may be

unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Beneficiary's interest.

4.11 ***Proofs of Claim.*** In the case of any receivership, Insolvency, Bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting Trustor, or, to the extent the same would result in an Event of Default hereunder, any Subsidiary, or any guarantor, co-maker or endorser of any of Trustor's obligations, its creditors or its property, Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim or other documents as it may deem to be necessary or advisable in order to have its claims allowed in such proceedings for the entire amount due and payable by Trustor under the Indenture Documents, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by Trustor after such date.

4.12 ***Trustor to Pay the Obligations on Any Default in Payment; Application of Monies by Beneficiary.***

(a) In case of a foreclosure sale of all or any part of the Trust Estate and of the application of the proceeds of sale to the payment of the sums secured hereby, Beneficiary shall be entitled to enforce payment from Trustor of any additional amounts then remaining due and unpaid with respect to the Obligations and to recover judgment against Trustor for any portion thereof remaining unpaid, with interest at the rate applicable to overdue principal as set forth in the Mortgage Notes Indenture.

(b) Trustor hereby agrees to the extent permitted by law, that no recovery of any such judgment by Beneficiary or other action by Beneficiary and no attachment or levy of any execution upon any of the Trust Estate or any other property shall in any way affect the Lien and security interest of this Deed of Trust upon the Trust Estate or any part thereof or any Lien, rights, powers or remedies of Beneficiary hereunder, but such Lien, rights, powers and remedies shall continue unimpaired as before.

(c) Any monies collected or received by Beneficiary under this *Section 4.12* shall be first applied to the payment of reasonable compensation, expenses and disbursements of the agents, attorneys and other representatives of Beneficiary, and the balance remaining shall be applied to the Obligations.

(d) The provisions of this section shall not be deemed to limit or otherwise modify the provisions of any guaranty of the indebtedness evidenced by the Notes or the other Indenture Documents.

4.13 ***Delay or Omission; No Waiver.*** No delay or omission of Beneficiary or any Second Mortgage Note Holder to exercise any right, power or remedy upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Beneficiary whether contained herein or in the other Indenture Documents or otherwise available to Beneficiary may be exercised from time to time and as often as may be deemed expedient by Beneficiary.

4.14 ***No Waiver of One Default to Affect Another.*** No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If Beneficiary or the required percentage of the Second Mortgage Note Holders (as determined pursuant to the Mortgage Notes Indenture), to the extent applicable under the Mortgage Notes Indenture, (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Notes, the Mortgage Notes Indenture, this Deed of Trust, the Disbursement Agreement or any other Indenture Document; (d) releases any part of the Trust Estate from the lien or security interest of this Deed of Trust or any other instrument securing the Obligations; (e) consents to the filing of any map, plat or replat of the Site (to the extent

such consent is required); (f) consents to the granting of any easement on the Site (to the extent such consent is required); or (g) makes or consents to any agreement changing the terms of this Deed of Trust or any other Indenture Document subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability of Trustor under the Mortgage Notes Indenture or any other Indenture Document or otherwise, or any subsequent purchaser of the Trust Estate or any part thereof or any maker, co-signer, surety or guarantor. No such act or omission shall preclude Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by Beneficiary, shall the lien or security interest of this Deed of Trust be altered thereby, except to the extent expressly provided in any releases, maps, easements or subordinations described in clause (d), (e), (f) or (g) above of this Section 4.14. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Trust Estate, Beneficiary, without notice to any person, firm or corporation, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Trust Estate or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder, or waiving its right to declare such sale or transfer an Event of Default as provided herein. Notwithstanding anything to the contrary contained in this Deed of Trust or any other Indenture Document, (i) in the case of any non-monetary Event of Default, Beneficiary may continue to accept payments secured hereunder without thereby waiving the existence of such or any other Event of Default and (ii) in the case of any monetary Event of Default, Beneficiary may accept partial payments of any sums secured hereunder without thereby waiving the existence of such Event of Default if the partial payment is not sufficient to completely cure such Event of Default.

4.15 ***Discontinuance of Proceedings; Position of Parties Restored.*** If Beneficiary shall have proceeded to enforce any right or remedy under this Deed of Trust by foreclosure, entry of judgment or otherwise and such proceedings shall have been discontinued or abandoned for any reason, or such proceedings shall have resulted in a final determination adverse to Beneficiary, then and in every such case Trustor and Beneficiary shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Beneficiary shall continue as if no such proceedings had occurred or had been taken.

4.16 ***Remedies Cumulative.*** No right, power or remedy, including without limitation remedies with respect to any security for Obligations, conferred upon or reserved to Beneficiary by this Deed of Trust or any other Indenture Document is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or any other Indenture Document, now or hereafter existing at law, in equity or by statute, and Beneficiary shall be entitled to resort to such rights, powers, remedies or security as Beneficiary shall in its sole and absolute discretion deem advisable.

4.17 ***Interest After Event of Default.*** If an Event of Default shall have occurred and is continuing, all sums outstanding and unpaid under the Obligations shall, at Beneficiary's option, bear interest at the rate applicable to overdue principal set forth in the Mortgage Notes Indenture until such Event of Default has

been cured. Trustor's obligation to pay such interest shall be secured by this Deed of Trust.

4.18 ***Foreclosure; Expenses of Litigation.*** If Trustee forecloses, reasonable attorneys' fees for services in the supervision of said foreclosure proceeding shall be allowed to the Trustee and Beneficiary as part of the foreclosure costs. In the event of foreclosure of the lien hereof, there shall be allowed and included as additional indebtedness all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Beneficiary for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after foreclosure sale or entry of the decree) of procuring all such

abstracts of title, title searches and examinations, title insurance policies and guarantees, and similar data and assurances with respect to title as Beneficiary may deem reasonably advisable either to prosecute such suit or to evidence to a bidder at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Trust Estate or any portion thereof. All expenditures and expenses of the nature in this section mentioned, and such expenses and fees as may be incurred in the protection of the Trust Estate and the maintenance of the lien and security interest of this Deed of Trust, including the fees of any attorney employed by Beneficiary in any litigation or proceeding affecting this Deed of Trust, the Mortgage Notes Indenture or any other Indenture Document, the Trust Estate or any portion thereof, including, without limitation, civil, probate, appellate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Trustor, with interest thereon at the rate applicable to overdue principal set forth in the Mortgage Notes Indenture, and shall be secured by this Deed of Trust. Trustee waives its right to any statutory fee in connection with any judicial or nonjudicial foreclosure of the lien hereof and agrees to accept a reasonable fee for such services.

4.19 ***Deficiency Judgments.*** If after foreclosure of this Deed of Trust or Trustee's sale hereunder, there shall remain any deficiency with respect to any Obligations, and Beneficiary shall institute any proceedings to recover such deficiency or deficiencies, all such amounts shall continue to bear interest at the rate applicable to overdue principal set forth in the Mortgage Notes Indenture. Trustor waives any defense to Beneficiary's recovery against Trustor of any deficiency after any foreclosure sale of the Trust Estate. Trustor expressly waives any defense or benefits that may be derived from any statute granting Trustor any defense to any such recovery by Beneficiary. In addition, Beneficiary and Trustee shall be entitled to recovery of all of their reasonable costs and expenditures (including without limitation any court imposed costs) in connection with such proceedings, including their reasonable attorneys' fees, appraisal fees and the other costs, fees and expenditures referred to in Section 4.18 above. This provision shall survive any foreclosure or sale of the Trust Estate, any portion thereof and/or the extinguishment of the lien hereof.

4.20 ***Waiver of Jury Trial.*** Beneficiary and Trustor each waive any right to have a jury participate in resolving any dispute whether sounding in contract, tort or otherwise arising out of, connected with, related to or incidental to the relationship established between them in connection with the Obligations. Any such disputes shall be resolved in a bench trial without a jury.

4.21 ***Exculpation of Beneficiary.*** The acceptance by Beneficiary of the assignment contained herein with all of the rights, powers, privileges and authority created hereby shall not, prior to entry upon and taking possession of the Trust Estate by Beneficiary, be deemed or construed to make Beneficiary a "mortgagee in possession"; nor thereafter or at any time or in any event obligate Beneficiary to appear in or defend any action or proceeding relating to the Space Leases, the Rents or the Trust Estate, or to take any action hereunder or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under any Space Lease or to assume any obligation or responsibility for any security deposits or other deposits except to the extent such deposits are actually received by Beneficiary, nor shall Beneficiary, prior to such entry and taking, be liable in any way for any injury or damage to person or property sustained by any Person in or about the Trust Estate.

ARTICLE FIVE
RIGHTS AND RESPONSIBILITIES OF TRUSTEE; OTHER PROVISIONS RELATING TO TRUSTEE

Notwithstanding anything to the contrary in this Deed of Trust, Trustor and Beneficiary agree as follows.

5.1 ***Exercise of Remedies by Trustee.*** To the extent that this Deed of Trust or applicable law, including all applicable Nevada Gaming Laws, authorizes or empowers, or does not require approval for, Beneficiary to exercise any remedies set forth in Article Four hereof or otherwise, or perform any acts in connection therewith, Trustee (but not to the exclusion of Beneficiary unless so required under the law of the State of Nevada) shall have the power to exercise any or all such remedies, and to perform any acts provided for in this Deed of Trust in connection therewith, all for the benefit of Beneficiary and on Beneficiary's behalf in accordance with applicable law of the State of Nevada. In connection therewith, Trustee: (a) shall not exercise, or waive the exercise of, any of Beneficiary's remedies (other than any rights of Trustee to any indemnity or reimbursement), except at Beneficiary's request, and (b) shall exercise, or waive the exercise of, any or all of Beneficiary's remedies at Beneficiary's request, and in accordance with Beneficiary's directions as to the manner of such exercise or waiver. Trustee may, however, decline to follow Beneficiary's request or direction if Trustee shall be advised by counsel that the action or proceeding, or manner thereof, so directed may not lawfully be taken or waived.

5.2 ***Rights and Privileges of Trustee.*** To the extent that this Deed of Trust requires Trustor to indemnify Beneficiary or reimburse Beneficiary for any expenditures Beneficiary may incur, Trustee shall be entitled to the same indemnity and the same rights to reimbursement of expenses as Beneficiary, subject to such limitations and conditions as would apply in the case of Beneficiary. To the extent that this Deed of Trust negates or limits Beneficiary's liability as to any matter, Trustee shall be entitled to the same negation or limitation of liability. To the extent that Trustor, pursuant to this Deed of Trust, appoints Beneficiary as Trustor's attorney in fact for any purpose, Beneficiary or (when so instructed by Beneficiary) Trustee shall be entitled to act on Trustor's behalf without joinder or confirmation by the other.

5.3 ***Resignation or Replacement of Trustee.*** Trustee may resign by an instrument in writing addressed to Beneficiary, and Trustee may be removed at any time with or without cause (i.e., in Beneficiary's sole and absolute discretion) by an instrument in writing executed by Beneficiary. In case of the death, resignation, removal or disqualification of Trustee or if for any reason Beneficiary shall deem it desirable to appoint a substitute, successor or replacement Trustee to act instead of Trustee originally named (or in place of any substitute, successor or replacement Trustee), then Beneficiary shall have the right and is hereby authorized and empowered to appoint a successor, substitute or replacement Trustee, without any formality other than appointment and designation in writing

executed by Beneficiary, which instrument shall be recorded if required by the law of the State of Nevada. The law of the State of Nevada (including, without limitation, the Nevada Gaming Laws) shall govern the qualifications of any Trustee. The authority conferred upon Trustee by this Deed of Trust shall automatically extend to any and all other successor, substitute and replacement Trustee(s) successively until the obligations secured hereunder have been paid in full or the Trust Estate has been sold hereunder or released in accordance with the provisions of the Mortgage Notes Indenture and the other Indenture Documents. Beneficiary's written appointment and designation of any Trustee shall be full evidence of Beneficiary's right and authority to make the same and of all facts therein recited. No confirmation, authorization, approval or other action by Trustor shall be required in connection with any resignation or other replacement of Trustee.

5.4 ***Authority of Beneficiary.*** If Beneficiary is a banking corporation, state banking corporation or a national banking association and the instrument of appointment of any successor or replacement Trustee is executed on Beneficiary's behalf by an officer of such corporation, state banking corporation or national banking association, then such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of Beneficiary.

5.5 ***Effect of Appointment of Successor Trustee.*** Upon the appointment and designation of any successor, substitute or replacement Trustee, and subject to compliance with applicable Nevada Gaming

Laws and other applicable laws, Trustee's entire estate and title in the Trust Estate shall vest in the designated successor, substitute or replacement Trustee. Such successor, substitute or replacement Trustee shall thereupon succeed to and shall hold, possess and execute all the rights, powers, privileges, immunities and duties herein conferred upon Trustee. All references herein to Trustee shall be deemed to refer to Trustee (including any successor or substitute appointed and designated as herein provided) from time to time acting hereunder.

5.6 ***Confirmation of Transfer and Succession.*** Upon the written request of Beneficiary or of any successor, substitute or replacement Trustee, any former Trustee ceasing to act shall execute and deliver an instrument transferring to such successor, substitute or replacement Trustee all of the right, title, estate and interest in the Trust Estate of Trustee so ceasing to act, together with all the rights, powers, privileges, immunities and duties herein conferred upon Trustee, and shall duly assign, transfer and deliver all properties and moneys held by said Trustee hereunder to said successor, substitute or replacement Trustee.

5.7 ***Exculpation.*** Trustee shall not be liable for any error of judgment or act done by Trustee in good faith, or otherwise be responsible or accountable under any circumstances whatsoever, except for Trustee's gross negligence, willful misconduct or knowing violation of law. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law). Trustee shall be under no liability for interest on any moneys received by it hereunder.

5.8 ***Endorsement and Execution of Documents.*** Upon Beneficiary's written request, Trustee shall, without liability or notice to Trustor, execute, consent to, or join in any instrument or agreement in connection with or necessary to effectuate the purposes of the Mortgage Notes Indenture and the other Indenture Documents. Trustor hereby irrevocably designates Trustee as its attorney in fact to execute, acknowledge and deliver, on Trustor's behalf and in Trustor's name, all instruments or agreements necessary to implement any provision(s) of this Deed of Trust or to further perfect the lien created by this Deed of Trust on the Trust Estate. This power of attorney shall be deemed to be coupled with an interest and shall survive any disability of Trustor.

5.9 ***Multiple Trustees.*** If Beneficiary appoints multiple trustees, then any Trustee, individually, may exercise all powers granted to Trustee under this instrument, without the need for action by any other Trustee(s).

5.10 ***Terms of Trustee's Acceptance.*** Trustee accepts the trust created by this Deed of Trust upon the following terms and conditions:

(a) **Delegation**. Trustee may exercise any of its powers through appointment of attorney(s) in fact or agents.

(b) **Counsel**. Trustee may select and employ legal counsel (including any law firm representing Beneficiary). Trustor shall reimburse all reasonable legal fees and expenses that Trustee may thereby incur.

(c) **Security**. Trustee shall be under no obligation to take any action upon any Event of Default unless furnished security or indemnity, in form satisfactory to Trustee, against costs, expenses, and liabilities that Trustee may incur.

(d) **Costs and Expenses**. Trustor shall reimburse Trustee, as part of the Obligations secured hereunder, for all reasonable disbursements and expenses (including reasonable legal fees and expenses) incurred by reason of and as provided for in this Deed of Trust, including any of the foregoing incurred in Trustee's administering and executing the trust created by this Deed of Trust, in complying with all applicable Nevada Gaming Laws and performing Trustee's duties and exercising Trustee's powers under this Deed of Trust.

(e) **Release**. Upon full and indefeasible payment and performance of the Obligations secured hereunder, Beneficiary shall request that Trustee release this Deed of Trust. Upon receipt of such request Trustee shall release this Deed of Trust to Trustor. Trustor shall pay all costs of recordation, if any.

ARTICLE SIX
MISCELLANEOUS PROVISIONS

6.1 ***Heirs, Successors and Assigns Included in Parties.*** Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included, and subject to the limitations set forth in Section 1.9, all covenants and agreements contained in this Deed of Trust, by or on behalf of Trustor or Beneficiary shall bind and inure to the benefit of its heirs, successors and assigns, whether so expressed or not.

6.2 ***Addresses for Notices, Etc.*** Any notice, report, demand or other instrument authorized or required to be given or furnished under this Deed of Trust to Trustor or Beneficiary shall be deemed given or furnished (i) when addressed to the party intended to receive the same, at the address of such party set forth below, and delivered by hand at such address or (ii) three (3) days after the same is deposited in the United States mail as first class certified mail, return receipt requested, postage paid, whether or not the same is actually received by such party:

Beneficiary:	Wells Fargo Bank, National Association MAC N9303-110 Sixth & Marquette Minneapolis, MN 55479 Attn.: Michael Slade
With a copy to:	_____ _____ _____ Attn: _____
Trustor:	Palo, LLC 3145 Las Vegas Boulevard South Las Vegas, Nevada 89109 Attn: Legal Department
With a copy to:	Irell & Manella LLP 1800 Avenue of the Stars, Suite 900 Los Angeles, California 90067 Attn: C. Kevin McGeehan
Trustee:	Nevada Title Company 2500 North Buffalo, Suite 150 Las Vegas, Nevada 89128 Attn: Robbie Graham

6.3 ***Change of Notice Address.*** Any Person may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed to that person, by furnishing written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by such other parties.

6.4 ***Headings.*** The headings of the articles, sections, paragraphs and subdivisions of this Deed of Trust are for convenience of reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

6.5 ***Invalid Provisions to Affect No Others.*** In the event that any of the covenants, agreements, terms or provisions contained herein or in the Notes, the Mortgage Notes Indenture or any other Indenture Document shall be invalid, illegal or unenforceable in any respect, the validity of the lien

hereof and the remaining covenants, agreements, terms or provisions contained herein or in the Notes, the Mortgage Notes Indenture or any other Indenture Document shall be in no way affected, prejudiced or disturbed thereby. To the extent permitted by law, Trustor waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

6.6 ***Changes and Priority Over Intervening Liens.*** Neither this Deed of Trust nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement hereafter made by Trustor and Beneficiary relating to this Deed of Trust shall be superior to the rights of the holder of any intervening lien or encumbrance.

6.7 ***Estoppel Certificates.*** Within ten (10) Business Days after Beneficiary's written request, Trustor shall from time to time execute a certificate, in recordable form (an "Estoppel Certificate"), stating, except to the extent it would be inaccurate to so state: (a) the current amount of the Obligations secured hereunder and all elements thereof, including principal, interest, and all other elements; (b) that Trustor has no defense, offset, claim, counterclaim, right of recoupment, deduction, or reduction against any of the Obligations secured hereunder; (c) that neither the Mortgage Notes Indenture, this Deed of Trust nor any other Indenture Documents to which it is a party have been amended, whether orally or in writing; (d) that Trustor has no claims against Beneficiary of any kind; (e) that any power of attorney granted to Beneficiary is in full force and effect; and (f) such other matters relating to this Deed of Trust, the Mortgage Notes Indenture or any other Indenture Document to which it is a party and the relationship of Trustor and Beneficiary as Beneficiary shall request. In addition, the Estoppel Certificate shall set forth the reasons why it would be inaccurate to make any of the foregoing assurances.

6.8 ***Waiver of Setoff and Counterclaim.*** All Obligations shall be payable without setoff, counterclaim or any deduction whatsoever. Trustor hereby waives the right to assert a counterclaim (other than a compulsory counterclaim) in any action or proceeding brought against it by Beneficiary and/or any Second Mortgage Note Holder under the Indenture Documents, or arising out of or in any way connected with this Deed of Trust or the other Indenture Documents or the Obligations.

6.9 ***Governing Law.*** The Mortgage Notes Indenture and the Notes provide that they are governed by, and construed and enforced in accordance with, the laws of the State of New York. This Deed of Trust shall also be construed under and governed by the laws of the State of New York; provided, however, that (i) the terms and provisions of this Deed of Trust pertaining to the priority, perfection, enforcement or realization by Beneficiary of its respective rights and

remedies under this Deed of Trust with respect to the Trust Estate shall be governed and construed and enforced in accordance with the internal laws of the State of Nevada (the "State") without giving effect to the conflicts-of-law rules and principles of the State; (ii) Trustor agrees that to the extent deficiency judgments are available under the laws of the State after a foreclosure (judicial or nonjudicial) of the Trust Estate, or any portion thereof, or any other realization thereon by Beneficiary or any Second Mortgage Note Holder under the Indenture Documents, Beneficiary or such Second Mortgage Note Holder, as the case may be, shall have the right to seek such a deficiency judgment against Trustor in the State; and (iii) Trustor agrees that if Beneficiary or any Second Mortgage Note Holder under the Indenture Documents obtains a deficiency judgment in another state against Trustor, then Beneficiary or such Second Mortgage Note Holder, as the case may be, shall have the right to enforce such judgment in the State to the extent permitted under the laws of the State, as well as in other states.

6.10 ***Required Notices.*** Trustor shall notify Beneficiary promptly of the occurrence of any of the following and shall immediately provide Beneficiary a copy of the notice or documents referred to: (i) receipt of notice from any Governmental Authority relating to all or any material part of the Trust Estate if such notice relates to a default or act, omission or circumstance which would result in a default after notice or passage of time or both; (ii) receipt of any notice from any tenant leasing all or

any material portion of the Trust Estate if such notice relates to a default or act, omission or circumstance which would result in a default after notice or passage of time or both; (iii) receipt of notice from the holder of any Permitted Lien relating to a default or act, omission or circumstance which would result in a default after notice or passage of time or both; (iv) the commencement of any proceedings or the entry of any judgment, decree or order materially affecting all or any portion of the Trust Estate or which involve the potential liability of Trustor or its Affiliates in an amount in excess of $25,000,000 (other than for personal injury actions and related property damage suits which are covered by such insurance); or (v) commencement of any judicial or administrative proceedings or the entry of any judgment, decree or order by or against or otherwise affecting Trustor or any Affiliate of Trustor, a material portion of the Trust Estate, or a material portion of the Personal Property, or any other action by any creditor or lessor thereof as a result of any default under the terms of any lease.

6.11 ***Reconveyance.*** Upon written request of Trustor when the Obligations secured hereby have been satisfied in full, Beneficiary shall cause Trustee to reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

6.12 ***Attorneys' Fees.*** Without limiting any other provision contained herein, Trustor agrees to pay all costs of Beneficiary or Trustee incurred in connection with the enforcement of this Deed of Trust, the Mortgage Notes Indenture or the other Indenture Documents to which it is a party, including without limitation all reasonable attorneys' fees whether or not suit is commenced, and including, without limitation, fees incurred in connection with any probate, appellate, bankruptcy, deficiency or any other litigation proceedings, all of which sums shall be secured hereby.

6.13 ***Late Charges.*** By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to collect any late charge thereon or interest thereon at the interest rate on the Notes or as otherwise specified in the Mortgage Notes Indenture, if so provided, not then paid or its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay any amounts not so paid.

6.14 ***Cost of Accounting.*** Trustor shall pay to Beneficiary, for and on account of the preparation and rendition of any accounting, which Trustor may be entitled to require under any law or statute now or hereafter providing therefor, the reasonable costs thereof.

6.15 ***Right of Entry.*** Subject to compliance with applicable Nevada Gaming Laws, Beneficiary may at any reasonable time or times and on reasonable prior written notice to Trustor make or cause to be made entry upon and inspections of the Trust Estate or any part thereof in person or by agent.

6.16 ***Corrections.*** Trustor shall, upon request of Beneficiary or Trustee, promptly correct any defect, error or omission which may be discovered in the contents of this Deed of Trust (including, but not limited to, in the exhibits and schedules attached hereto) or in the execution or acknowledgement hereof, and shall execute, acknowledge and deliver such further instruments and do such further acts as may be necessary or as may be reasonably requested by Trustee to carry out more effectively the purposes of this Deed of Trust, to subject to the lien and security interest hereby created any of Trustor's properties, rights or interest covered or intended to be covered hereby, and to perfect and maintain such lien and security interest.

6.17 ***Statute of Limitations.*** To the fullest extent allowed by the law, the right to plead, use or assert any statute of limitations as a plea or defense or bar of any kind, or for any purpose, to any debt, demand or obligation secured or to be secured hereby, or to any complaint or other pleading or proceeding filed, instituted or maintained for the purpose of enforcing this Deed of Trust or any rights hereunder, is hereby waived by Trustor.

6.18 ***Subrogation.*** Should the proceeds of any Note or advance made by Beneficiary or any Second Mortgage Note Holder under the Mortgage Notes Indenture, repayment of which is hereby secured, or any part thereof, or any amount paid out or advanced by Beneficiary or any Second Mortgage Note Holder under the Mortgage Notes Indenture, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any prior or superior lien or encumbrance upon the Trust Estate, or any part thereof, then, as additional security hereunder, Trustee, on behalf of Beneficiary, shall be subrogated to any and all rights, superior titles, liens, and equities owned or claimed by any owner or holder of said outstanding liens, charges, and indebtedness, however remote, regardless of whether said liens, charges, and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

6.19 ***Joint and Several Liability.*** All obligations of Trustor hereunder, if more than one, are joint and several. Recourse for deficiency after sale hereunder may be had against the property of Trustor, without, however, creating a present or other lien or charge thereon.

6.20 ***Homestead.*** Trustor hereby waives and renounces all homestead and exemption rights provided by the constitution and the laws of the United States and of any state, in and to the Trust Estate as against the collection of the Obligations, or any part hereof.

6.21 ***Context.*** In this Deed of Trust, whenever the context so requires, the neuter includes the masculine and feminine, and the singular including the plural, and vice versa.

6.22 ***Time.*** Time is of the essence of each and every term, covenant and condition hereof. Unless otherwise specified herein, any reference to "days" in this Deed of Trust shall be deemed to mean "calendar days."

6.23 ***Interpretation.*** As used in this Deed of Trust unless the context clearly requires otherwise: The terms "herein" or "hereunder" and similar terms without reference to a particular section shall refer to the entire Deed of Trust and not just to the section in which such terms appear; the term "lien" shall also mean a security interest, and the term "security interest" shall also mean a lien.

6.24 ***Effect of NRS 107.030.*** To the extent not inconsistent herewith, the provisions of NRS 107.030 (1), (2) (in amounts as hereinafter provided for), (3), (4) (with interest at the default rate provided for under the Mortgage Notes Indenture), (5), (6), (7) (reasonable), (8) and (9) are included herein by reference and made part of this Deed of Trust.

6.25 ***Amendments.*** This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought and only as permitted by the provisions of the Mortgage Notes Indenture.

6.26 ***No Conflicts.*** In the event that any of the provisions contained here conflict with the Mortgage Notes Indenture, the provisions contained in the Mortgage Notes Indenture shall prevail.

ARTICLE SEVEN
POWER OF ATTORNEY

7.1 ***Grant of Power.*** Subject to compliance with applicable Nevada Gaming Laws, Trustor irrevocably appoints Beneficiary and any successor thereto as its attorney-in-fact, with full power and authority, including the power of substitution, exercisable only during the continuance of an Event of Default to act for Trustor in its name, place and stead as hereinafter provided:

7.1.1 ***Possession and Completion***. To take possession of the Site and the Project, remove all employees, contractors and agents of Trustor therefrom, complete or attempt to complete the work of construction, and market, sell or lease the Site and the Project.

7.1.2 ***Plans***. To make such additions, changes and corrections in the current Plans and Specifications as may be necessary or desirable, in Beneficiary's reasonable discretion, or as it deems proper to complete the Project.

7.1.3 ***Employment of Others***. To employ such contractors, subcontractors, suppliers, architects, inspectors, consultants, property managers and other agents as Beneficiary, in its discretion, deems proper for the completion of the Project, for the protection or clearance of title to the Site or Personal Property, or for the protection of Beneficiary's interests with respect thereto.

7.1.4 ***Security Guards***. To employ watchmen to protect the Site and the Project from injury.

7.1.5 ***Compromise Claims***. To pay, settle or compromise all bills and claims then existing or thereafter arising against Trustor, which Beneficiary, in its discretion, deems proper for the protection or clearance of title to the Site or Personal Property, or for the protection of Beneficiary's interests with respect thereto.

7.1.6 ***Legal Proceedings***. To prosecute and defend all actions and proceedings in connection with the Site or the Project.

7.2 ***Other Acts.*** To execute, acknowledge and deliver all other instruments and documents in the name of Trustor that are necessary or desirable, to exercise Trustor's rights under all contracts concerning the Site or the Project, including, without limitation, under any Space Leases, and to do all other acts with respect to the Site or the Project that Trustor might do on its own behalf, as Beneficiary, in its reasonable discretion, deems proper.

ARTICLE EIGHT
GUARANTOR PROVISIONS

8.1 ***Absolute and Unconditional Obligations.*** All rights of Beneficiary and all obligations of Trustor hereunder shall be absolute and unconditional irrespective of (i) any lack of validity, legality or enforceability of the Mortgage Notes Indenture, any Note, or any other Indenture Document, (ii) the failure of any Second Mortgage Note Holder or any holder of any of the Obligations to assert any claim or demand or to enforce any right or remedy against the Issuers, Trustor or any other Person (including any other guarantor of the Obligations) under the provisions of the Mortgage Notes Indenture, any Note, any other Indenture Document or otherwise or to exercise any right or remedy against any other guarantor of, or collateral securing, any of the Obligations, (iii) any change in the time, manner or place of payment of, or in any other term of, all of the Obligations, or any other extension or renewal of any Obligation, (iv) any reduction, limitation, impairment or termination of any of the Obligations for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to, and Trustor hereby waives any right to or claim of, any defense or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Obligation, (v) any amendment to, rescission, waiver, or other modification of, or any consent to departure from, any of the terms of the Mortgage Notes Indenture, any Note or any other Indenture Document, (vi) any sale, exchange, release or surrender of, realization upon or other manner or order of dealing with any property by whomsoever pledged or mortgaged to secure or howsoever securing the Obligations or any liabilities or obligations (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof and/or any offset there against, (vii) the application of any sums by whomsoever paid or howsoever realized to any obligations and liabilities of the Issuers or any other Person to the Second Mortgage Note Holders under the Indenture Documents in the manner provided therein regardless of what obligations and liabilities remain unpaid, (viii) any action or failure to act in any manner referred to in this Deed of Trust which may deprive Trustor of its right to subrogation against the Issuers or any other Person to recover full indemnity for any payments or performances made pursuant to this Deed of Trust or of its right of contribution against any other

party and (ix) any other circumstance which might otherwise constitute a defense available to, or a legal or equitable discharge of, the Issuers, any other Person, Trustor, any surety or any guarantor.

8.2 ***Waiver.*** Trustor hereby waives and relinquishes all rights and remedies accorded by applicable law to sureties or guarantors and agrees not to assert or take advantage of any such rights or remedies, including (i) any right to require Beneficiary or any other Second Mortgage Note Holder to proceed against the Issuers or any other Person or to proceed against or exhaust any security held by Beneficiary or any other Second Mortgage Note Holder at any time or to pursue any other remedy in Beneficiary's or any other Second Mortgage Note Holder's power before proceeding against Trustor, (ii) any defense that may arise by reason of the incapacity, lack of power or authority, death, dissolution, merger, termination or disability of the Issuers or any other Person or the failure of Beneficiary or any other Second Mortgage Note Holder to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of the Issuers or any other Person, (iii) demand, presentment, protest and notice of any kind except as provided herein, including notice of the existence, creation or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of the Issuers, Beneficiary, any other Second Mortgage Note Holder, any endorser or creditor of the Issuers, Trustor or on the part of any other Person under this or any other instrument in connection with any obligation or evidence of indebtedness held by Beneficiary or any other Second Mortgage Note Holder as collateral or in connection with any Obligation, (iv) any defense based upon an election of remedies by Beneficiary or any other Second Mortgage Note Holder, including an election to proceed by non-judicial rather than judicial foreclosure, which destroys or otherwise impairs the subrogation rights of Trustor, the right of Trustor to proceed against the Issuers or any other Person for reimbursement, or both, (v) any defense based on any offset against any amounts which may be owed by any Person to Trustor for any reason whatsoever, (vi) any defense based on any act, failure to act, delay or omission whatsoever on the part of the Issuers or any other Person of the failure by the Issuers or any other Person to do any act or thing or to observe or perform any covenant, condition or agreement to be observed or performed by it under the Indenture Documents, (vii) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal, provided, that, upon payment or performance in full of the Obligations, this Deed of Trust shall no longer be of any force or effect, (viii) any defense, setoff or counterclaim which may at any time be available to or asserted by the Issuers or any other Person against Beneficiary, any other Second Mortgage Note Holder or any other Person under the Indenture Documents, (ix) any duty on the part of Beneficiary or any other Second Mortgage Note Holder to disclose to Trustor any facts Beneficiary or any other Second Mortgage Note Holder may now or hereafter know about the Issuers or any other Person, regardless of whether Beneficiary or such Second Mortgage Note Holder have reason to believe that any such facts materially increase the risk beyond that which Trustor intends to assume, or have reason to believe that such facts are unknown to Trustor, or have a reasonable opportunity to communicate such facts to Trustor, since Trustor acknowledges that Trustor is fully responsible for being and keeping informed of the financial condition of the Issuers and any other Person liable for the Obligations and of all circumstances bearing on the risk of non-payment or non-performance of any obligations and liabilities hereby guaranteed, (x) the fact that Trustor may at any time in the future dispose of all or part of its direct or indirect interest in the Issuers or any other Person or otherwise cease to be an Affiliate of the Issuers or any other Person, as the case may be, (xi) any defense based on any change in the time, manner or place of any payment or performance under, or in any other term of, the Indenture Documents or any other amendment, renewal, extension, acceleration, compromise or waiver of or any consent or departure from the terms of the Indenture Documents, (xii) any defense arising because of Beneficiary's or any other Second Mortgage Note Holder's election, in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code, and (xiii) any defense based upon any borrowing or grant

of a security interest under Section 364 of the Bankruptcy Code. To the fullest extent permitted by NRS 40.485 (1) and (2), the provisions of NRS 40.430 are waived.

8.3 ***Net Worth Limitation.*** If, notwithstanding the representation and warranty set forth in Section 1.2(b) hereof or anything to the contrary herein, enforcement of the liability of Trustor under this Deed of Trust for the full amount of the Obligations would be an unlawful or voidable transfer under any applicable fraudulent conveyance or fraudulent transfer law or any comparable law, then the liability of Trustor hereunder shall be reduced to the highest amount for which such liability may then be enforced without giving rise to an unlawful or voidable transfer under any such law.

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IN WITNESS WHEREOF, Trustor has executed this Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing as of the day and year first above written.

TRUSTOR:

By: _____

Name: _____

Title: _____

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

This instrument was acknowledged before me on , 2002 by , the of Wynn Resorts, Limited, a Nevada corporation, the sole member of Valvino Lamore, LLC, a Nevada limited liability company, the sole member of Wynn Resorts Holdings, LLC, a Nevada limited liability company, the sole member of Palo, LLC, a Delaware limited liability company.

_____

NOTARY PUBLIC

SCHEDULE A
DESCRIPTION OF LAND

QuickLinks

Exhibit 10.52

FORM OF

MASTER DISBURSEMENT AGREEMENT

among

WYNN LAS VEGAS, LLC,

WYNN LAS VEGAS CAPITAL CORP.

and

WYNN DESIGN & DEVELOPMENT, LLC,

jointly and severally as the Company,

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as the Bank Agent,

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as the Indenture Trustee,

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as the FF&E Agent,

and

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as the Disbursement Agent

TABLE OF CONTENTS

EXHIBITS

THIS MASTER DISBURSEMENT AGREEMENT (the "*Agreement*"), dated as of October [ ], 2002, is entered into by and among **WYNN LAS VEGAS, LLC**, a Nevada limited liability company ("*Wynn Las Vegas*"), **WYNN LAS VEGAS CAPITAL CORP.**, a Nevada corporation ("*Capital Corp.*"), **WYNN DESIGN & DEVELOPMENT, LLC**, a Nevada limited liability company ("*Wynn Design*" and, jointly and severally with Wynn Las Vegas and Capital Corp., the "*Company*"), **DEUTSCHE BANK TRUST COMPANY AMERICAS**, as the initial Bank Agent, **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as the initial Indenture Trustee, **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as the initial FF&E Agent, and **DEUTSCHE BANK TRUST COMPANY AMERICAS**, as the initial Disbursement Agent.

RECITALS

A. *The Project.* The Company proposes to develop, construct and operate the Le Rêve Casino Resort, a hotel and casino resort, with related parking structure and golf course facilities, as part of the redevelopment of the site of the former Desert Inn in Las Vegas, Nevada.

B. *Bank Credit Agreement.* Concurrently herewith, Wynn Las Vegas, the Bank Agent, Deutsche Bank Securities, Inc., as advisor, lead arranger and joint book running manager, Banc of America Securities LLC, as advisor, lead arranger, joint book running manager and syndication agent, Bear, Stearns & Co. Inc., as advisor, arranger and joint book running manager, Bear Stearns Corporate Lending Inc., as joint documentation agent, Dresdner Bank AG, New York Branch, as arranger and joint documentation agent and the Bank Lenders have entered into the Bank Credit Agreement pursuant to which the Bank Lenders have agreed, subject to the terms thereof and hereof, to provide certain revolving loans to Wynn Las Vegas in an aggregate principal amount not to exceed $750,000,000 and certain delay draw term loans to Wynn Las Vegas in an aggregate principal amount not to exceed $250,000,000, as more particularly described therein and herein. Of the Bank Revolving Facility amount, $747,000,000 is intended to finance Project Costs as more particularly described therein and herein. Valvino, Wynn Resorts Holdings and certain other guarantors have, pursuant to the Bank Guarantee and Collateral Agreement, guaranteed the obligations of Wynn Las Vegas under the Bank Credit Agreement.

C. *Second Mortgage Notes Indenture.* Concurrently herewith, Wynn Las Vegas, Capital Corp., certain guarantors signatory thereto (including Valvino and Wynn Resorts Holdings) and the Indenture Trustee have entered into the Second Mortgage Notes Indenture pursuant to which Wynn Las Vegas and Capital Corp. will issue the Second Mortgage Notes in an aggregate principal amount of $340,000,000 to finance Project Costs, as more particularly described therein and herein.

D. *FF&E Facility Agreement.* Concurrently herewith, the Company, the FF&E Agent, and the FF&E Lenders have entered into the FF&E Facility Agreement pursuant to which the FF&E Lenders have agreed, subject to the terms thereof and hereof, to provide certain loans in an aggregate principal amount not to exceed $188,500,000 to finance acquisition and installation costs for the FF&E Component, as more particularly described therein and herein.

E. *Intercreditor Agreements.* Concurrently herewith, (i) the Bank Agent (acting on behalf of itself and the Bank Lenders) and the Indenture Trustee (acting on behalf of itself and the Second Mortgage Note Holders) have entered into the Project Lenders Intercreditor Agreement and (ii) the Bank Agent (acting on behalf of itself and the Bank Lenders), the Indenture Trustee (acting on behalf of itself and the Mortgage Note Holders) and the FF&E Agent (acting on behalf of itself and the FF&E Lenders) have entered into the FF&E Intercreditor Agreement, pursuant to each of which the parties thereto have set forth certain intercreditor provisions, including the priority of the liens, the method of decision making among the Lenders party thereto, the arrangements applicable to actions in respect of approval rights and waivers, the limitations on rights of enforcement upon default and the application of proceeds upon enforcement.

F. *Completion Guaranty.* Concurrently herewith, the Completion Guarantor has executed in favor of the Bank Agent (acting on behalf of the Bank Lenders) and the Indenture Trustee (acting on behalf of the Second Mortgage Note Holders) the Completion Guaranty pursuant to which the Completion Guarantor has agreed, subject to the terms and limitations thereof, to guaranty completion of the Project and payment by the Company of certain Project Costs.

G. *Purpose.* The parties are entering into this Agreement in order to set forth, among other things, (a) the mechanics for and allocation of the Company's requests for Advances under the various Facilities and from the Company's Funds Account, (b) the conditions precedent to the Closing Date, to the initial Advance and to subsequent Advances, (c) certain common representations, warranties and covenants of the Company in favor of the Funding Agents and the Lenders and (d) the common events of default and remedies.

AGREEMENT

NOW, THEREFORE, in consideration of the Bank Agent, the Indenture Trustee, the Disbursement Agent, the FF&E Agent and the other Secured Parties entering into the respective Facility Agreements and Financing Agreements, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1.
—DEFINITIONS; RULES OF INTERPRETATION

1.1 ***Definitions.*** Except as otherwise expressly provided herein, capitalized terms used in this Agreement and its exhibits shall have the meanings given in Exhibit A hereto. To the extent such terms are defined by reference to the Financing Agreements, such terms shall continue to have their original definitions notwithstanding any termination, expiration or amendment of such agreements unless each of the parties hereto is a signatory to any such amendment, in which case all references herein shall be to such terms or provisions as so amended.

1.2 ***Rules of Interpretation.*** Except as otherwise expressly provided herein, the rules of interpretation set forth in *Exhibit A* hereto shall apply to this Agreement.

1.3 ***Conflict with a Facility Agreement.*** This Agreement and each of the Facility Agreements is being drafted concurrently and are each intended to cover the respective matters specifically set forth therein. In the case of any express conflict between the terms of this Agreement and the terms of any Facility Agreement, the terms of this Agreement shall control.

ARTICLE 2.
—FUNDING

2.1 ***Representations Regarding Project Status.*** The parties hereto acknowledge that prior to the date hereof, the Company has entered into certain Contracts in respect of the Project and has incurred and paid for certain Project Costs. In order to account for such costs for purposes of the funding procedures and mechanics set forth herein, the Company has certified and made certain representations in the Company's Closing Certificate as to various facts pertaining to the status of the Project, including, without limitation, the work performed, the Contracts entered into and the Project Costs incurred to date. The Company has further represented that the Project Budget attached hereto as *Exhibit H-1*, the Summary Anticipated Cost Report attached hereto as *Exhibit H-2*, the Monthly Requisition Report attached as *Appendix III* to the Company's initial Advance Request submitted on the Closing Date and the Project Schedule attached hereto as *Exhibit I* are true and accurate in all material respects as of the Closing Date and incorporate and reflect the work performed and Project

Costs incurred to date. Such certifications and representations of the Company have been confirmed by the Construction Consultant to the extent set forth in the Construction Consultant's Closing Certificate.

2.2 ***Availability of Advances.***

2.2.1 *Generally.* Each of the Bank Lenders, the Indenture Trustee and the FF&E Lenders shall make or cause to be made Advances under its Facility to the Company in accordance with and pursuant to the terms of this Agreement and the respective Facility Agreement.

2.2.2 *Availability.* Subject to the satisfaction of all conditions precedent listed in *Article 3* and the other terms and provisions of this Agreement, Advances under the Facilities and from the Company's Funds Account shall be made during the Availability Period. Advances shall be made no more frequently than once in any calendar month; *provided that* the advances and transfers of funds contemplated in *Sections 2.6.3*, *2.9*, *2.10* and *2.11* shall be disregarded for purposes of this sentence.

2.3 ***Company Accounts.***

2.3.1 *Company's Funds Account.* On or prior to the Closing Date, there shall be established at Deutsche Bank Trust Company Americas, as the Securities Intermediary, the Company's Funds Account pursuant to the Company Collateral Account Agreements. There shall be deposited into the Company's Funds Account (a) all cash amounts described in *Section 3.1.25(e)*, (b) the amounts required pursuant to *Sections 5.9.1* and *5.9.2* including such funds as may be transferred from the Completion Guaranty Deposit Account and the Project Liquidity Reserve Account pursuant to the terms of the Completion Guaranty and this Agreement, (c) all amounts received by the Company prior to the Final Completion Date in respect of liquidated or other damages under the Project Documents and the Company's insurance policies, amounts paid to the Company under the Construction Guaranty and any Payment and Performance Bond, (d) amounts required to be withdrawn from the Operating Account pursuant to *Section 2.3.9*, (e) the FF&E Reimbursement Advance, (f) all amounts required pursuant to *Section 5.1.1*, (g) investment income from Permitted Investments in the Interest Payment Account, the Company's Payment Account, the Completion Guaranty Deposit Account and the Project Liquidity Reserve Account, as provided in this Agreement, and (h) all other funds or amounts (other than On-Site Cash) received by the Company and not otherwise provided for in this Agreement, in each case, prior to the Final Completion Date. There shall also be deposited in the Company's Funds Account all Loss Proceeds received by the Company, the Disbursement Agent or any other Person as required pursuant to *Section 5.21* and all amounts received by the Disbursement Agent or any of the Bank Agent, the Indenture Trustee or the FF&E Agent and required to be deposited in the Company's Funds Account pursuant to the Project Lenders Intercreditor Agreement or the FF&E Intercreditor Agreement. Subject to the provisions of *Section 10.2* and the Company Collateral Account Agreements, amounts on deposit in the Company's Funds Account shall, from time to time, (i) be transferred by the Disbursement Agent to the Collection Account and thereafter to the Disbursement Account for application to pay Project Costs in accordance with *Section 2.4.4(a)*, (ii) applied to prepayment of the Obligations in accordance with *Section 5.21*, (iii) transferred to the Operating Account to pay Operating Costs set forth in the Project Budget anticipated to become due and payable through the end of the ensuing calendar month and (iv) on the Final Completion Date, applied as provided in *Section 2.11*. Investment income from Permitted Investments on amounts on deposit in the Company's Funds Account shall be deposited at all times therein until applied to the payment of Project Costs or as otherwise described above.

2.3.2 *Second Mortgage Notes Proceeds Account.* On or prior to the Closing Date, there shall be established at Deutsche Bank Trust Company Americas, as the Securities Intermediary, the Second Mortgage Notes Proceeds Account pursuant to the Second Mortgage Notes Company Collateral Account Agreement. There shall be deposited into the Second Mortgage Notes Proceeds

Account (a) the Second Mortgage Notes Proceeds and (b) investment income from Permitted Investments on amounts on deposit in the Collection Account to the extent arising from funds withdrawn from the Second Mortgage Notes Proceeds Account. Subject to the provisions of *Section 10.2* and the Second Mortgage Notes Company Collateral Account Agreement, amounts on deposit in the Second Mortgage Notes Proceeds Account shall, from time to time, be transferred by the Disbursement Agent to the Collection Account and thereafter to the Disbursement Account for application to pay Project Costs in accordance with *Section 2.4.4(a)* and, on the Final Completion Date, be applied as provided in *Section 2.11*. Investment income from Permitted Investments on amounts on deposit in the Second Mortgage Notes Proceeds Account shall be deposited at all times therein until applied to the payment of Project Costs or applied in accordance with *Section 2.11*.

2.3.3 *Collection Account.* On or prior to the Closing Date, there shall be established at Deutsche Bank Trust Company Americas, as the Securities Intermediary, the Collection Account pursuant to the Company Collateral Account Agreements. There shall be deposited in the Collection Account (a) all

funds advanced from time to time by the Bank Lenders (and/or withdrawn from the Bank Proceeds Account pursuant to *Section 2.5.3*), other than any Letters of Credit issued under the Bank Credit Facility and amounts withdrawn from the Bank Proceeds Account pursuant to *Section 2.6.3*, (b) all funds advanced from time to time by the FF&E Lenders (and/or withdrawn from the FF&E Proceeds Account pursuant to *Section 2.5.5*), other than the Advance on the Closing Date to refinance indebtedness incurred to fund the purchase of the Aircraft described in the first sentence of *Section 2.5.5*, and (c) all funds withdrawn by the Disbursement Agent from the Company's Funds Account and the Second Mortgage Notes Proceeds Account, in each case, pursuant to *Section 2.4.4(a)*. Subject to the provisions of *Section 10.2* and the Company Collateral Account Agreements, amounts on deposit in the Collection Account shall, from time to time, be transferred to the Disbursement Account in accordance with *Section 2.4.4(a)*. On the Final Completion Date, funds remaining in the Collection Account shall be applied as provided in *Section 2.11*. The deposit of funds into the Collection Account shall not create, vest in, or give the Company any rights to such funds, and the Company shall have no right to draw, obtain the release or otherwise use such funds until (x) the requirements of *Section 2.4* have been satisfied and (y) the conditions set forth in *Sections 3.1*, *3.2* or *3.3*, as the case may be, have been satisfied or waived in accordance with the terms hereof. Further, funds deposited in the Collection Account pursuant to clauses (a) and (b) above shall not be within the bankruptcy "estate" (as such term is used in 11 U.S.C. § 541) of the Company. If any funds deposited in the Collection Account are, for any reason, (i) not withdrawn therefrom pursuant to *Section 2.4.4(a)* on the day on which they are deposited, or (ii) are returned thereto from the Disbursement Account, then such funds shall, on the next Banking Day, be withdrawn from the Collection Account and (A) in the case of funds advanced by the Bank Lenders or withdrawn from the Bank Proceeds Account, deposited in the Bank Proceeds Account, (B) in the case of funds advanced by the FF&E Lenders or withdrawn from the FF&E Proceeds Account, deposited in the FF&E Proceeds Account, (C) in the case of funds withdrawn from the Company's Funds Account, returned to the Company's Funds Account, and (D) in the case of funds withdrawn from the Second Mortgage Notes Proceeds Account, returned to the Second Mortgage Notes Proceeds Account. The Disbursement Agent shall cause investment income from Permitted Investments on amounts on deposit in the Collection Account to be deposited in (1) the Bank Proceeds Account, to the extent arising from funds advanced by the Bank Lenders or withdrawn from the Bank Proceeds Account, (2) the FF&E Proceeds Account, to the extent arising from funds advanced by the FF&E Lenders or withdrawn from the FF&E Proceeds Account, (3) the Company's Funds Account, to the extent arising from funds withdrawn from the Company's Funds Account, and (4) the Second Mortgage Notes Proceeds Account, to the extent arising from funds withdrawn from the Second Mortgage Notes Proceeds Account; in each case at the same time as

the corresponding funds giving rise to the investment income are transferred to the respective accounts.

2.3.4 *Disbursement Account.* On or prior to the Closing Date, there shall be established at Deutsche Bank Trust Company Americas, as the Securities Intermediary, the Disbursement Account pursuant to the Company Collateral Account Agreements. On each Advance Date, funds shall be withdrawn from the Collection Account and deposited in the Disbursement Account in accordance with *Section 2.4.4(a)*. Subject to the provisions of *Section 10.2* and the Company Collateral Account Agreements, amounts on deposit in the Disbursement Account shall be transferred by the Disbursement Agent to the Soft Costs Cash Management Sub-Account, the Hard Costs Cash Management Sub-Account, the Interest Payment Account, the Company's Payment Account and/or applied to pay Project Costs in accordance with *Section 2.6*. On the Final Completion Date, funds remaining in the Disbursement Account shall be applied as provided in *Section 2.11*. The deposit of funds into the Disbursement Account shall not give the Company any greater rights to such funds than the rights, if any, that the Company had to such funds while they were on deposit in the Collection Account. In the event that any funds deposited in the Disbursement Account are, for any reason, not withdrawn therefrom pursuant to *Section 2.6* on the same day on which they are deposited, such funds shall, on the next Banking Day, be withdrawn from the Disbursement Account and returned to the Collection Account. The Disbursement Agent shall cause investment income from Permitted Investments on amounts on deposit in the Disbursement Account to be transferred to and deposited in the Collection Account at the same time as the corresponding funds that gave rise to such investment income are transferred to such account.

2.3.5 *Cash Management Account.* On or prior to the Closing Date the Company shall establish the Cash Management Account, and within the Cash Management Account, the Soft Costs Cash Management Sub-Account and the Hard Costs Cash Management Sub-Account. Each such account shall be a local deposit account (or sub-account thereof) established in Las Vegas, Nevada at a bank that is reasonably acceptable to the Disbursement Agent and that enters into control agreements in the form of *Exhibits Z-1 and Z-2* hereto to grant the Bank Lenders and the Second Mortgage Note Holders a first and second priority perfected security interest therein, respectively. The Company shall take such further actions and execute such further documents in connection therewith as the Bank Agent, the Indenture Trustee or the Disbursement Agent may reasonably request in order to perfect or maintain the perfection or priority, to the greatest extent reasonably practicable, of the Liens of the Bank Lenders and the Second Mortgage Note Holders in the Cash Management Account. On the Closing Date, Three Million Dollars ($3,000,000) shall be withdrawn from the Disbursement Account and deposited in the Soft Costs Cash Management Sub-Account and One Million Dollars ($1,000,000) shall be withdrawn from the Disbursement Account and deposited in the Hard Costs Cash Management Sub-Account. Subject to the provisions of *Section 10.2* and the Company Collateral Account Agreements, the Company shall be permitted from time to time to draw checks on and otherwise withdraw amounts on deposit in the Soft Costs Cash Management Sub-Account to pay due and payable Soft Costs and to draw checks on and otherwise withdraw amounts on deposit in the Hard Costs Cash Management Sub-Account to pay due and payable Hard Costs. The Company shall be permitted from time to time to replace amounts drawn from, and/or to increase the funds on deposit in, the Soft Costs Cash Management Sub-Account and the Hard Costs Cash Management Sub-Account pursuant to the preceding sentence (i) by including a request to such effect in Advance Requests submitted in accordance with *Sections 2.4* and *2.5* and satisfying the conditions precedent set forth in *Sections 3.2* or *3.3*, as the case may be (unless such conditions precedent are waived in accordance with the terms hereof) or (ii) by requesting a transfer of funds previously deposited in the Bank Proceeds Account and satisfying the conditions precedent set forth in *Section 2.6.3*. Any deposit of funds into the Soft Costs Cash Management Sub-Account which would cause the balance thereof to exceed $3,000,000

and any deposit of funds into the Hard Costs Cash Management Sub-Account which would cause the balance thereof to exceed $1,000,000 shall be subject to the Disbursement Agent's approval, which approval shall be given if the Disbursement Agent, in consultation with the Construction Consultant, is reasonably satisfied that such amounts are necessary to pay Soft Costs or Hard Costs, as the case may be, anticipated to become due and payable through the end of the ensuing calendar month. The Disbursement Agent shall be entitled to rely on certifications to such effect from the Company or the Construction Consultant in approving any request to deposit amounts in excess of the foregoing thresholds in the Soft Costs Cash Management Sub-Account or the Hard Costs Cash Management Sub-Account. On the Final Completion Date, funds remaining in the Soft Costs Cash Management Sub-Account and the Hard Costs Cash Management Sub-Account shall be applied as provided in *Section 2.11*. Investment income from Permitted Investments

on amounts on deposit in the Soft Costs Cash Management Sub-Account and the Hard Costs Cash Management Sub-Account shall be deposited therein until applied to the payment of Soft Costs or Hard Costs, as the case may be, as described above.

2.3.6 *Interest Payment Account.* On or prior to the Closing Date, there shall be established at Deutsche Bank Trust Company Americas, as the Securities Intermediary, the Interest Payment Account pursuant to the Company Collateral Account Agreements. On each Advance Date until the Completion Date, funds shall be withdrawn from the Disbursement Account and deposited in the Interest Payment Account to the extent necessary to pay interest and fees under the Bank Credit Agreement, the Second Mortgage Notes and the FF&E Facility Agreement, as set forth in Advance Requests delivered to the Disbursement Agent and in accordance with *Section 2.7*. Amounts on deposit in the Interest Payment Account shall be applied by the Disbursement Agent to pay interest and fees under the Bank Credit Agreement, the Second Mortgage Notes and the FF&E Facility Agreement, in each case, on the dates that such amounts become due and payable. The Disbursement Agent shall cause investment income from Permitted Investments on amounts on deposit in the Interest Payment Account to be transferred to and deposited in the Company's Funds Account within two (2) Banking Days following the end of each calendar month.

2.3.7 *Bank Proceeds Account.* On or prior to the Closing Date, there shall be established at Deutsche Bank Trust Company Americas, as the Securities Intermediary, the Bank Proceeds Account pursuant to the Bank Company Collateral Account Agreement. There shall be deposited in the Bank Proceeds Account (a) as provided in *Section 2.3.3*, all amounts deposited by the Bank Lenders in the Collection Account (or transferred to the Collection Account from the Bank Proceeds Account) which (i) are not transferred to the Disbursement Account on the same day such funds were deposited in the Collection Account, (ii) are transferred to the Disbursement Account on the day deposited but are later returned to the Collection Account or (iii) are intended to cover Company payroll in accordance with *Section 2.6.3*, (b) investment income from Permitted Investments on amounts on deposit in the Collection Account or the Disbursement Account to the extent arising from funds advanced by the Bank Lenders or withdrawn from the Bank Proceeds Account, and (c) the amounts set forth in *Section 2.9(d)*. Subject to the provisions of *Section 10.2* and the Bank Company Collateral Account Agreement, amounts on deposit in the Bank Proceeds Account shall, from time to time be transferred by the Disbursement Agent (i) to the Collection Account in accordance with *Section 2.3.3* and thereafter to the Disbursement Account for application to pay Project Costs in accordance with *Sections 2.4.4(a)* and *2.5.3*, (ii) to the Soft Costs Cash Management Sub-Account to pay Company payroll anticipated to become due and payable during the next seven (7) days in accordance with *Section 2.6.3*, and (iii) on the earlier to occur of (A) the Final Completion Date and (B) the expiration the six-month period commencing on the Completion Date, be applied as provided in *Sections 2.9(e)* or *2.11*, as applicable. Investment income from Permitted Investments in amounts on deposit in the Bank Proceeds Account shall be deposited at all times therein until applied to the payment of Project Costs or in accordance with *Sections 2.9(e)* or *2.11*, as applicable.

2.3.8 *FF&E Proceeds Account.* On or prior to the Closing Date, there shall be established at Deutsche Bank Trust Company Americas, as the Securities Intermediary, the FF&E Proceeds Account pursuant to the FF&E Collateral Account Agreement. There shall be deposited in the FF&E Proceeds Account (a) as provided in *Section 2.3.3*, all amounts deposited by the FF&E Lenders in the Collection Account (or transferred to the Collection Account from the FF&E Proceeds Account) which (i) are not transferred to the Disbursement Account on the same day such funds were deposited in the Collection Account or (ii) which are transferred to the Disbursement Account on the day deposited but are later returned to the Collection Account, (b) investment income from Permitted Investments on amounts on deposit in the Collection Account or the Disbursement Account to the extent arising from funds advanced by the FF&E Lenders or withdrawn from the FF&E Proceeds Account, and (c) the amounts set forth in *Section 2.9(d)*. Subject to the provisions of *Section 10.2* and the FF&E Collateral Account Agreement, amounts on deposit in the FF&E Proceeds Account shall, from time to time be transferred by the Disbursement Agent to the Collection Account in accordance with *Section 2.3.3* and thereafter to the Disbursement Account for application to pay Project Costs in accordance with *Sections 2.4.4(a)* and *2.5.5* and, on the earlier to occur of (i) the Final Completion Date and (ii) the expiration of the six-month period commencing on the Completion Date, be applied as provided in *Sections 2.9(e)* or *2.11*, as applicable. Investment income from Permitted Investments on amounts on deposit in the FF&E Proceeds Account shall be deposited at all times therein until applied to the payment of Project Costs or applied in accordance with *Sections 2.9(e)* or *2.11*, as applicable.

2.3.9 *Operating Account.* On or prior to the Closing Date, the Company shall establish a local deposit account (the "*Operating Account*") in Las Vegas, Nevada at a bank that is reasonably acceptable to the Disbursement Agent and that enters into control agreements in the form of *Exhibits Z-1 and Z-2* hereto to grant the Bank Lenders and the Second Mortgage Note Holders a first and second priority security interest therein, respectively. The Company shall take such further actions and execute such further documents in connection therewith as the Bank Agent, the Indenture Trustee or the Disbursement Agent may reasonably request in order to perfect or maintain the perfection or priority, to the greatest extent reasonably practicable, of the Liens of the Bank Lenders and the Second Mortgage Note Holders in the Operating Account. There shall be deposited in the Operating Account all revenues received by the Company as a consequence of sales of goods or rendering of services (including, without limitation, revenues from the operations of the art gallery and the gift shop) in the ordinary course of business (including Pre-Opening Deposits) prior to the Final Completion Date, it being understood that the foregoing shall not apply to On-Site Cash. In addition, there shall be deposited in the Operating Account funds transferred from the Company's Funds Account in accordance with *Section 2.3.1*. Subject to the Disbursement Agent's rights upon the occurrence of an Event of Default, the Company shall be permitted from time to time to draw checks on and otherwise withdraw amounts on deposit in the Operating Account to pay due and payable Operating Costs and, to the extent provided under *Section 2.5.4*, Project Costs. Until the Opening Date, the Company shall at such times as the amounts on deposit in the Operating Account exceed $100,000 promptly withdraw such excess and deposit the same in the Company's Funds Account; *provided, however*, that Pre-Opening Deposits shall be excluded for purposes of determining whether the foregoing $100,000 threshold has been exceeded. From and after the Opening Date no amounts will be transferred from the Operating Account to the Company's Funds Account. Investment income from Permitted Investments on amounts on deposit in the Operating Account shall be deposited at all times therein until applied to the payment of Operating Costs or transferred to the Company's Funds Account in accordance with the preceding sentence.

2.3.10 *Company's Payment Account.* On or prior to the Closing Date, the Company shall establish a local deposit account (the "*Company's Payment Account*") in Las Vegas, Nevada at a

bank that is reasonably acceptable to the Disbursement Agent and that enters into control agreements in the form of *Exhibits Z-1 and Z-2* hereto to grant the Bank Lenders and the Second Mortgage Note Holders a first and second priority security interest therein, respectively. The Company shall take such

further actions and execute such further documents in connection therewith as the Bank Agent, the Indenture Trustee or the Disbursement Agent may reasonably request in order to perfect or maintain the perfection or priority, to the greatest extent reasonably practicable, of the Liens of the Bank Lenders and the Second Mortgage Note Holders in the Company's Payment Account. Subject to the provisions of *Section 10.2* and the Company Collateral Account Agreements, on each Advance Date, the Disbursement Agent shall withdraw all funds remaining on deposit in the Disbursement Account after giving effect to the transfers to the Soft Costs Cash Management Sub-Account, the Hard Costs Cash Management Sub-Account, the Interest Payment Account and the payments to the Prime Contractor and certain other Contractors and/or Subcontractors pursuant to *Sections 2.6.1(a) through (c)* and shall transfer such remaining funds to the Company's Payment Account pursuant to *Section 2.6.1(d)*. Subject to the provisions of *Section 10.2* and the Company Collateral Account Agreements, the Company shall be permitted from time to time to draw checks on and otherwise withdraw amounts on deposit in the Company's Payment Account to pay Project Costs in the amounts and to the Contractors and/or Subcontractors listed in the most recent Advance Request (other than the Prime Contractor and any other Contractor or Subcontractor to whom the Disbursement Agent wired funds pursuant to *Section 2.6.1(c)*); *provided, that* the amount paid during any calendar month to any one Contractor or Subcontractor shall not to exceed $7,000,000. On the Final Completion Date, funds remaining in the Company's Payment Account shall be applied as provided in *Section 2.11*. The Disbursement Agent shall cause investment income from Permitted Investments on amounts on deposit in the Company's Payment Account to be transferred to and deposited in the Company's Funds Account within two (2) Banking Days following the end of each calendar month.

2.3.11 *Completion Guaranty Deposit Account.* On or prior to the Closing Date, there shall be established at Deutsche Bank Trust Company Americas, as the Securities Intermediary, the Completion Guaranty Deposit Account pursuant to the Completion Guaranty Collateral Account Agreements. There shall be deposited into the Completion Guaranty Deposit Account all cash amounts described in *Section 3.1.25(c)*. Subject to the provisions of *Section 10.2* and the Completion Guaranty Collateral Account Agreements, amounts on deposit in the Completion Guaranty Deposit Account shall, from time to time, be transferred to the Company's Funds Account in accordance with *Section 5.8.3(a)* and thereafter transferred by (a) the Disbursement Agent to the Collection Account and thereafter to the Disbursement Account or (b) to the Collection Account in accordance with *Section 5.8.3(b)* and thereafter to the Disbursement Account, in each case, for application to pay Project Costs in accordance with *Sections 2.4.4(a)* and *2.5.4* or applied to prepayment of the Obligations in accordance with *Section 5.21*. The Disbursement Agent shall cause investment income from Permitted Investments on amounts on deposit in the Completion Guaranty Deposit Account to be transferred to and deposited in the Company's Funds Account within two (2) Banking Days following the end of each calendar month. All amounts remaining on deposit in the Completion Guaranty Account other than amounts reserved pursuant to *Section [ ]* shall be released to the Completion Guarantor on the Completion Guaranty Release Date. All amounts remaining on deposit in the Completion Guaranty Deposit Account shall be released to the Completion Guarantor on the Final Completion Date in accordance with *Section 2.11*.

2.3.12 *Project Liquidity Reserve Account.* On or prior to the Closing Date, there shall be established at Deutsche Bank Trust Company Americas, as the Securities Intermediary, the Project Liquidity Reserve Account pursuant to the Company Collateral Account Agreements. There shall be deposited into the Project Liquidity Reserve Account all cash amounts described in *Section 3.1.25(d)*. Subject to the provisions of *Section 10.2* and the Company Collateral Account

Agreements, amounts on deposit in the Project Liquidity Reserve Account shall, from time to time, be transferred to the Company's Funds Account in accordance with *Section 5.8.3(a)* and thereafter transferred by the Disbursement Agent to the Collection Account and thereafter to the Disbursement Account for application to pay Project Costs in accordance with *Section 2.4.4(a)* or applied to prepayment of the Obligations in accordance with *Section 5.21*. From and after the Completion Date, amounts on deposit in the Project Liquidity Reserve Account shall be applied as provided in *Section 7.27* of the Bank Credit Agreement and *Section 10.03* of the Second Mortgage Notes Indenture. The Disbursement Agent shall cause investment income from Permitted Investments on amounts on deposit in the Project Liquidity Reserve Account to be transferred to and deposited in the Company's Funds Account within two (2) Banking Days following the end of each calendar month.

2.4 ***Mechanics for Obtaining Advances.***

2.4.1 *Preliminary Notices From the Company.*

(a) Subject to *Section 2.2.2*, the Company shall have the right to, from time to time, deliver to the Disbursement Agent and the Construction Consultant a preliminary Advance Request requesting that an Advance be made on or after the seventeenth (17^{th}) day after delivery of such preliminary Advance Request appropriately completed and duly executed including all necessary exhibits, attachments and certificates (other than the Construction Consultant's Advance Certificate); *provided, however*, that the Company shall not be required to have completed its internal audit of the Project Costs described in such preliminary Advance Request.

(b) The Company's preliminary Advance Request shall include, among other things, the Prime Contractor's Advance Certificate, the Golf Course Contractor's Advance Certificate, the Golf Course Designer's Advance Certificate and the Aqua Theater Designer's Advance Certificate, in each case, to the extent that such Advance Request requests that payment be made to such Person or to any Contractor or Subcontractor implementing the work designed by such Person. The Company's preliminary Advance Request shall also include, among other things, a certificate with respect to such Advance Request, in the form of *Exhibit C-3* confirming, among other things, the substantial conformity of construction undertaken to date with the Plans and Specifications for the Project (the "*Project Architect's Advance Certificate*").

(c) Concurrently with the delivery by the Company of each preliminary Advance Request pursuant to subsection (a) above, the Company shall deliver (i) to the FF&E Agent, a copy of *Appendix XI* to the preliminary Advance Request and (ii) to the Funding Agents and the Disbursement Agent a preliminary Notice of Advance Request in the form of *Exhibit D* hereto. Such preliminary Notice of Advance Request shall reference the requested Advance Date set forth in the preliminary Advance Request and shall contain the other information required thereby.

(d) Each preliminary Advance Request delivered by the Company pursuant to subsection (a) above shall request Advances in order to (i) until the Completion Date, pay interest and fees under the Bank Credit Agreement, the Second Mortgage Notes, and the FF&E Facility which

will become due and payable on or after the requested Advance Date and prior to the next succeeding Advance Date, and/or (ii) pay other Project Costs estimated to become due and payable on or prior to the requested Advance Date (with respect to the initial Advance Request to be delivered hereunder, the Company shall request $38,500,000 be advanced under the FF&E Facility to refinance indebtedness incurred to fund the purchase of the Aircraft), and/or (iii) issue a Letter of Credit under the Bank Credit Facility, and/or (iv) replenish funds, or increase funds on deposit, in the Soft Costs Cash Management Sub-Account or the Hard Costs Cash Management Sub-Account (or, with respect to the initial Advance Request to be delivered hereunder, the Company shall request that $3,000,000 be deposited in the Soft Costs Cash Management Sub-Account and $1,000,000 be deposited in the Hard Costs Cash Management Sub-Account). The Company shall not be permitted to obtain Advances for the purpose of paying Debt Service at any time after the Completion Date. Each such preliminary Advance Request shall include an estimated cash flow for the requested Advance broken down by Contractor and Line Item and shall certify as to various matters including, without limitation, (1) funding sequence, (2) accuracy of the Project Budget, (3) Line Item allocations, (4) application of proceeds, (5) with respect to the Advance that will Exhaust the amounts on deposit in the Second Mortgage Notes Proceeds Account, *Appendix XI* to the Advance Request indicating the items of Eligible FF&E Equipment in respect of which any Advances will have been made from the Company's Funds Account or the Second Mortgage Notes Proceeds Account and which the Company would like to designate as FF&E Component and cover with the FF&E Reimbursement Advance and also indicating value thereof (segregated between amounts associated with "Gaming Equipment," "Non-Gaming Equipment" and "Transaction Costs," each as defined in the FF&E Facility Agreement) and (6) with respect to each Advance after Exhaustion of the Second Mortgage Notes Proceeds, *Appendix XI* to the Advance Request indicating the items of Eligible FF&E Equipment that the Company would like to designate as FF&E Component and for which an Advance is requested under the FF&E Facility in such Advance Request. Promptly after delivery of each preliminary Advance Request, the Disbursement Agent and the Construction Consultant shall review such Advance Request and attachments thereto to determine whether all required documentation has been provided, and shall use commercially reasonable efforts to notify the Company of any deficiency within three (3) Banking Days after delivery thereof by the Company, it being acknowledged that any failure to notify the Company of any deficiency in the Advance Request so delivered within the aforesaid time period shall in no event be deemed an approval thereof. The Construction Consultant also shall review the work referenced in such preliminary Advance Request, including work estimated to be completed through the applicable Advance Date as such work is being performed.

(e) The FF&E Agent shall have the right to disapprove any items of Eligible FF&E Collateral listed by the Company in *Appendix XI* to the Company's preliminary Advance Request as items to be funded in part by the FF&E Facility pursuant to the FF&E Reimbursement Advance or *Section 2.5.1(a)(iii)*; *provided*, *however*, that the FF&E Agent's failure to so disapprove any items of Eligible FF&E Equipment identified by the Company on such *Appendix XI* on or before the date the Company delivers the final Advance Request pursuant to *Section 2.4.2* below shall be deemed to constitute the FF&E Agent's and the FF&E Lenders' approval thereof and the items of Eligible FF&E Equipment identified on such *Appendix XI* shall be funded in part by the FF&E Facility pursuant to the FF&E Reimbursement Advance or *Section 2.5.1(a)(iii)*, as the case may be, and thereafter comprise a portion of the FF&E Component financed under the FF&E Facility. In the event that the

FF&E Agent timely disapproves any items of Eligible FF&E Collateral listed on such *Appendix XI*, the Company shall have the option of either removing such items from the final Advance Request or requesting in the final Advance Request that such items be financed by Resort Component Funding Sources pursuant to *Section 2.5.2*. Notwithstanding anything to the contrary in this *Section 2.4.1(e)*, the FF&E Agent shall have no right to disapprove any items of Eligible FF&E Collateral listed by the Company in *Appendix XI* to the Company's preliminary Advance Request from and after the time that (A) the aggregate of the unutilized Commitments under the FF&E Facility and amounts on deposit in the FF&E Proceeds Account is greater than or equal to (B) the aggregate Remaining Costs for Line Items allocated to Eligible FF&E Equipment which has not yet been purchased.

2.4.2 *Final Notices From the Company.*

(a) The Company shall have the right, with respect to each preliminary Advance Request delivered in accordance with *Section 2.4.1(a)* above, to deliver to the Disbursement Agent and the Construction Consultant a final Advance Request containing all exhibits, attachments and certificates required thereby, to the extent that such exhibits, attachments and certificates were not previously delivered with the preliminary Advance Request or have been modified subsequent to such delivery (other than the Construction Consultant's Advance Certificate), all appropriately completed and duly executed by a Responsible Officer of the Company. Each final Advance Request shall be accompanied by a letter identifying and reconciling any corrections made between the preliminary Advance Request and the final Advance Request. Each final Advance Request shall be delivered no later than eight (8) Banking Days prior to the requested Advance Date (it being understood that the Company may request an Advance Date that is later than the date originally requested pursuant to the preliminary Advance Request).

(b) Concurrently with the delivery by the Company of each final Advance Request pursuant to subsection (a) above, the Company shall deliver to each Funding Agent and the Disbursement Agent a final Notice of Advance Request appropriately completed and duly executed by a Responsible Officer of the Company, which final Notice of Advance request shall include *Appendix XI* to the Advance Request as approved, deemed approved and/or revised pursuant to *Section 2.4.1(e)* above. Each final Notice of Advance Request shall state that pursuant to an Advance Request being concurrently delivered to the Disbursement Agent, the Company is requesting that an Advance be made on the Advance Date set forth in such final Advance Request. Each Funding Agent shall, as soon as practicable (but no later than two (2) Banking Days) after receiving each final Notice of Advance Request, deliver a notice confirming such receipt to the Disbursement Agent and, in the case of the Bank Agent and the FF&E Agent, confirming that the Company's calculation of interest and fees to become due and payable under their respective Facilities on and after the requested Advance Date and through the scheduled next succeeding Advance Date is accurate (or, if not accurate, shall provide the appropriate revisions to the Disbursement Agent).

(c) Within five (5) days (but in no event later than four (4) Banking Days prior to the requested Advance Date) after its receipt of each final Advance Request pursuant to subsection (a) above, the Construction Consultant shall deliver directly to the Disbursement Agent (with a copy to the Company) its certificate with respect to such Advance Request, in the form of *Exhibit C-2* either approving or disapproving the Advance Request (the "*Construction Consultant's Advance Certificate*"); *provided* that if the Construction Consultant disapproves one or more particular payments or disbursements to any Contractor or Subcontractor requested by the Advance Request, but the Advance Request otherwise complies with the requirements hereof, then the Construction Consultant shall approve the Advance Request and all payments and disbursements requested therein other than the

particular payments or disbursements so disapproved. If the Construction Consultant disapproves the Advance Request or any one or more particular payments requested therein, the Construction Consultant shall provide the Company, in reasonable detail, its reason(s) for such disapproval.

(d) Promptly after receipt of a request therefor, the Disbursement Agent shall deliver copies of any Advance Request to the Funding Agents.

2.4.3 *Funding Notices from Disbursement Agent.*

(a) (i) Promptly after delivery of each final Advance Request and related final Notice of Advance Request by the Company pursuant to *Section 2.4.2(a)* and *(b)* above, the Disbursement Agent shall review the same in order to reconcile the information set forth in the Advance Request with the information set forth in the related Notice of Advance Request and determine whether all required documentation has been provided and whether all applicable conditions precedent pursuant to this Agreement have been satisfied. In particular, and without limiting the generality of the foregoing, the Disbursement Agent shall independently verify, using information in its possession and obtained from the Funding Agents, the Company and the Construction Consultant, (A) the Company's calculation of Available Funds, including Anticipated Earnings, set forth in the Advance Request, (B) that the Project is In Balance, (C) that the allocation of the requested Advance among the various funding sources complies with the provisions of *Section 2.5*, and (D) that the Company's calculation of interest and fees to become due and payable under the Bank Credit Agreement, the Second Mortgage Notes and the FF&E Facility, in each case, from and after the requested Advance Date and prior to the immediately succeeding Advance Date, is accurate. Subject to the other subsections of this *Section 2.4*, at such time as the Disbursement Agent has received the Construction Consultant's Advance Certificate as required by *Section 2.4.2(c)*, and otherwise determines that the applicable conditions precedent set forth in *Article 3* with respect to a requested Advance have been satisfied, but no less than three (3) Banking Days prior to the requested Advance Date, the Disbursement Agent shall countersign the Notice of Advance Request and deliver the same to the Company and each of the Funding Agents (as so countersigned, an "*Advance Confirmation Notice*").

(ii) In the event that, pursuant to *Section 2.4.2(c)*, the Construction Consultant approves only a portion of the payments or disbursements requested by the Advance Request or, if based on its review of the Advance Request and accompanying Notice of Advance Request, the Disbursement Agent finds any minor or purely mathematical errors or inaccuracies in the Advance Request or the Notice of Advance Request (including any inaccuracy in the allocations made pursuant to *Section 2.5* hereof), but the Advance Request and Notice of Advance Request otherwise conform to the requirements of this Agreement, the Disbursement Agent shall (A) notify the Company thereof, (B) revise (to the extent it is able to do so) or request that the Company revise such certificates to remove the request for the disapproved payment and/or rectify any errors or inaccuracies, (C) deliver or request that the Company execute and deliver to the Funding Agents the revised Notice of Advance Request and (D) approve the requested Advance and issue the Advance Confirmation Notice after making the required revisions (or receiving from the Company the revised certificates) on the basis of the certificates as so revised. In the event that the Disbursement Agent revises the Advance Request and Notice of Advance Request so as to increase the amounts to be advanced under the Bank Credit Facility or the FF&E Facility, the amounts of such increase shall constitute the same type of Loans as requested in such Advance Request (unless otherwise prohibited under the Bank Credit Agreement or the FF&E Facility Agreement, as applicable). In the event that the Disbursement Agent revises the Advance Request and Notice of Advance Request so as

to decrease the amounts to be advanced under the Bank Credit Facility or the FF&E Facility, the amounts of such decrease shall (unless otherwise requested by the Company and permitted under the Bank Credit Agreement or the FF&E Facility Agreement, as applicable) first reduce the amount of Base Rate Loans requested under such Facility and then reduce the amount of Eurodollar Loans requested under such Facility. All references to a particular requested Advance, Advance Request or Notice of Advance Request in the ensuing provisions of this *Article 2* shall, to the extent the context so requires, refer to the same as revised or modified pursuant to the preceding sentence.

(b) In the event that the Disbursement Agent (i) on or prior to the requested Advance Date determines pursuant to *Section 2.4.3(a)* that the conditions precedent to an Advance have not been satisfied or (ii) prior to the requested Advance Date receives notice from any Funding Agent that a Potential Event of Default or an Event of Default has occurred and is continuing, then the Disbursement Agent shall notify the Company and each Funding Agent thereof as soon as reasonably possible but in no event later than one (1) Banking Day after such determination or receipt, as the case may be (a "*Stop Funding Notice*"). The Stop Funding Notice shall specify, in reasonable detail, the conditions precedent which the Disbursement Agent has determined have not been satisfied and/or shall attach a copy of any notice of default received by the Disbursement Agent. Upon such written notice from the Disbursement Agent, and subject to the provisions of *Section 3.5*, (i) neither the Bank Lenders nor the FF&E Lenders shall have any obligation to advance their respective Facilities' portion of the requested Advance, if any, (ii) the Disbursement Agent shall not withdraw any funds from the Second Mortgage Notes Proceeds Account for the purpose of transferring such funds to the Collection Account and/or the Disbursement Account or for the purpose of paying any Debt Service on the Bank Credit Facility or the FF&E Facility (provided that the Disbursement Agent shall withdraw funds from the Second Mortgage Notes Proceeds Account for the purpose of paying scheduled Debt Service on the Second Mortgage Notes), (iii) subject to Section 3.2 the Disbursement Agent shall not withdraw any funds from the Company's Funds Account to satisfy such requested Advance, (iv) the Disbursement Agent shall not withdraw, transfer or release any funds on deposit in the Interest Payment Account, (v) the Disbursement Agent shall not withdraw, transfer or release to the Company any funds then on deposit in the Disbursement Account (other than in respect of wires previously issued under *Section 2.6.1(c)*) or funds on deposit in the Collection Account and (vi) any Advance Confirmation Notice issued prior to the issuance of a Stop Funding Notice (if the Advance to which such Advance Confirmation Notice relates has not been made) shall become null and void and of no force or effect; provided that such nullification of any such Advance Confirmation Notice shall not affect the obligations of the Company for break funding costs under the Bank Credit Facility and the FF&E Facility.

(c) Prior to the earliest of (i) termination of the "*Term Loan Commitments*" (as defined in the Bank Credit Agreement), (ii) termination of the "*Revolving Loan Commitments*" (as defined in the Bank Credit Agreement), (iii) termination of the "*Commitments*" (as defined in the FF&E Facility Agreement) and (iv) the exercise of remedies by any Funding Agent in respect of any Project Security, unless any such action has been rescinded, at such time, if ever, as the Disbursement Agent (x) determines that the condition precedent to the requested Advance which had not been satisfied has become satisfied or (y) receives notice from the Funding Agent who issued the notice of default described in the preceding paragraph that such Potential Event of Default or Event of Default no longer exists, as the case may be, the Disbursement Agent shall deliver an Advance Confirmation Notice to the Company and each of the Funding Agents.

(d) In the event that a Funding Agent entitled to waive conditions precedent to funding pursuant to *Section 3.5* informs the Disbursement Agent in writing that it has waived the event or events giving rise to the Stop Funding Notice, the Disbursement Agent shall deliver an Advance Confirmation Notice (modified, if required, to apply only to amounts to be advanced under such Funding Agent's Facility unless all Funding Agents entitled to waive conditions with respect to such Advance Request have waived the conditions, in which case the Disbursement Agent shall deliver an Advance Confirmation Notice with respect to all Advances requested by the Company) to the Company and each of the Funding Agents.

2.4.4 *Provision of Funds by the Funding Agents.*

(a) (i) (A) In the case of an Advance Confirmation Notice issued pursuant to *Section 2.4.3(a)* above, on the requested Advance Date, and (B) in the case of an Advance Confirmation Notice issued pursuant to *Section 2.4.3(c)* or *(d)* above, on the third (3rd) Banking Day after such issuance, before 12:00 p.m. New York, New York time, the Bank Lenders and the FF&E Lenders (in each case, subject to *Sections 2.5.3* and *2.5.5*) shall deposit or cause to be deposited in the Collection Account, in immediately available funds, their Facility's portion of the requested Advance, if any, as determined pursuant to *Sections 2.5.1* and *2.5.2* and set forth in the related Advance Confirmation Notice and, if the final Notice of Advance Request includes a request for the issuance of one or more Letters of Credit under the Bank Revolving Facility, the Bank Agent shall also send written notice to the Disbursement Agent that the "Issuing Lenders" (as defined in the Bank Credit Agreement) under the Bank Revolving Facility are committed to issue each such Letter of Credit.

(ii) Upon confirming that all funds required to be deposited in the Collection Account pursuant to clause (i) above have been deposited and, if applicable, upon receipt of the Bank Agent's confirmation that the "Issuing Lenders" (as defined in the Bank Credit Agreement) under the Bank Revolving Facility are committed to issue each requested Letter of Credit, the Disbursement Agent shall withdraw from the Company's Funds Account, the Second Mortgage Notes Proceeds Account, the Bank Proceeds Account and the FF&E Proceeds Account the portion of the Advance to be funded from each such account as determined pursuant to *Sections 2.5* and *2.9(d)* and set forth in the related Advance Confirmation Notice and deposit such funds in the Collection Account. Once all such funds have been deposited in the Collection Account, the Disbursement Agent shall (subject to *Section 2.4.3(b)*) promptly, considering the requirements of this Agreement, withdraw such funds and deposit them in the Disbursement Account and shall notify the Bank Agent that such transfer to the Disbursement Account has been made. Upon receipt of such notice, if applicable, the Bank Agent shall instruct the "Issuing Lenders" (as defined in the Bank Credit Agreement) under the Bank Revolving Facility to issue the requested Letters of Credit. All funds so deposited in the Disbursement Account shall thereafter be applied as provided in *Section 2.6*.

(b) None of the Disbursement Agent, the Bank Agent or the FF&E Agent shall be responsible for any Bank Lender's or FF&E Lender's failure to make any required Advance (including, if applicable, the failure of any "Issuing Lender" under the Bank Revolving Facility to issue any Letter of Credit). The Disbursement Agent shall not release to the Company any amounts properly advanced until all Advances requested by the relevant Advance Request have been deposited in the Collection Account and, if applicable, the Bank Agent has confirmed that the "Issuing Lenders" (as defined in the Bank Credit Agreement) under the Bank Revolving Facility are committed to issue each requested Letter of Credit, unless the Lenders who have made the Advances request such release (the Disbursement Agent shall promptly notify all Funding Agents upon receiving any such request). However, the withholding of such Advances by the Disbursement Agent shall not release the Lender who

failed to make the Advance under its Facility (including, if applicable, any Issuing Lender under the Bank Revolving Facility who failed to issue a Letter of Credit) from liability to the other Lenders and the Company. The Disbursement Agent shall have no liability to the Company arising from any Stop Funding Notice issued pursuant to *Section 2.4.3(b)* at the request of any Funding Agent (a "*Stop Funding Request*"), whether or not such Funding Agent was entitled to make any such Stop Funding Request. None of the Funding Agents shall have any liability to the Company, the Disbursement Agent, any other Funding Agent or any Lender arising from any Stop Funding Notice issued by the Disbursement Agent in response to a Stop Funding Request by such Funding Agent; *provided*, *however*, that nothing herein shall release from liability the Funding Agent who issued the Stop Funding Request if such issuance resulted from, or constituted an act of gross negligence or willful misconduct on the part of such Funding Agent, as finally judicially determined by a court of competent jurisdiction.

2.4.5 *Change in Facts Certified.* The Company shall promptly notify the Disbursement Agent prior to the making of any Advances in the event that any of the matters to which the Company certified in the corresponding Advance Request are no longer true and correct in all material respects (provided that the foregoing materiality qualifier shall not apply to any certification contained in such Advance Request which by its own terms already includes a standard of materiality), as of the applicable Advance Date (except that any certification that relates expressly to an earlier date shall be deemed made only as of such earlier date). The acceptance by the Company of the proceeds of any Advance shall constitute a re-certification by the Company, as of the applicable Advance Date, of all matters certified to in the related Advance Request.

2.4.6 *References to Dates.* In the event that any day or date referred to in the foregoing provisions of this *Section 2.4* occurs on a day that is not a Banking Day, the reference shall be deemed to be to the next succeeding Banking Day.

2.5 ***Allocation of Advances.***

2.5.1 *Advances for FF&E Component.*

(a) All Project Costs allocated pursuant to the Project Budget to the FF&E Component shall be made from the following sources and in the following order of priority:

(i) first, from the Closing Date and until the final Advance from the Second Mortgage Notes Proceeds Account pursuant to clause (iii) below, from funds from time to time on deposit in the Company Funds Account, until Exhausted;

(ii) then, from funds from time to time on deposit in the Second Mortgage Notes Proceeds Account, until Exhausted; and

(iii) then, from funds available to be drawn under the FF&E Facility and the Resort Component Funding Sources, until Exhausted, in such amounts so that after giving effect to the requested Advance, the aggregate amount of all Project Costs allocated pursuant to the Project Budget to the FF&E Component (other than the amounts advanced in connection with the refinancing of the Aircraft) shall have been Advanced in the following percentages: (A) seventy-five percent (75%) shall have been Advanced from the FF&E Facility, and (B) twenty-five percent (25%) shall have been Advanced from the Resort Component Funding Sources. For purposes of the foregoing calculation it shall be deemed that the amount represented by the FF&E Reimbursement Advance was Advanced by the FF&E Facility and not by the Resort Component Funding Sources.

(b) All Project Costs allocated pursuant to the Project Budget to the purchase (or indebtedness incurred to fund the purchase) of the Aircraft (including any replacement Aircraft) shall be made from funds available to be drawn under the FF&E Facility.

2.5.2 *Advances For Resort Component.* The (i) full amount of all Project Costs allocated pursuant to the Project Budget to the Resort Component and (ii) portion of the Project Costs allocated pursuant to the Project Budget to the FF&E Component which are to be funded from Resort Component Funding Sources pursuant to *Section 2.5.1(a)(iii)* above shall be made from the following sources and in the following order of priority:

(a) first, from funds from time to time on deposit in the Company's Funds Account, until Exhausted;

(b) then, from funds from time to time on deposit in the Second Mortgage Notes Proceeds Account, until Exhausted; and

(c) then, from funds available to be drawn under the Bank Credit Facility, until Exhausted.

2.5.3 *Advances Under the Bank Credit Facility.* All issuances of Letters of Credit under the Bank Credit Facility shall be satisfied through the Bank Revolving Facility pursuant to the procedures set forth in *Article 3* of the Bank Credit Agreement. All other amounts required to be obtained from the Bank Credit Facility for deposit in the Collection Account shall be satisfied as follows:

(a) first, from amounts on deposit in the Bank Proceeds Account on the relevant date, to the extent thereof; and

(b) then, through Advances by the Bank Lenders.

2.5.4 *Advances After Completion Date.* Notwithstanding the foregoing, after Exhaustion of the Required Completion Amount on deposit in the Bank Proceeds Account and the FF&E Proceeds Account, other amounts required to be obtained to pay Project Costs incurred to achieve Final Completion shall be satisfied as follows:

(a) first, by borrowing funds under the Bank Revolving Facility until the aggregate amount borrowed thereunder (excluding any borrowings of the Bank Debt Service Commitment Portion) shall equal $713,200,000;

(b) then, by withdrawing funds on deposit in the Completion Guaranty Deposit Account and transferring such funds to the Collection Account and thereafter to the Disbursement Account; and

(c) then, by using other amounts available to the Company (other than funds available under the Bank Revolving Facility).

2.5.5 *Advances Under the FF&E Facility.* The amount of $38,500,000 required to be obtained from the FF&E Facility to refinance indebtedness incurred to fund the purchase of the Aircraft shall be satisfied through (i) Advances of funds by the FF&E Lenders in the amount of $28,500,000 directly to the Original Aircraft Lender on the Closing Date and (ii) Advances of funds by the FF&E Lenders in the amount of $10,000,000 which shall be deposited into the Company's Funds Account on the Closing Date. All other amounts required to be obtained from the FF&E Facility for deposit in the Collection Account shall be satisfied as follows:

(a) first, from amounts on deposit in the FF&E Proceeds Account on the relevant date, to the extent thereof; and

(b) then, through Advances by the FF&E Lenders.

2.5.6 *Post-Funding Reallocations.* In the event that at any time the Disbursement Agent determines that the allocations made in any previous Advance Requests pursuant to the foregoing provisions of this *Section 2.5* were erroneous or inaccurate, the parties shall cooperate to rectify such misallocations by allocating future Advances in a manner that accounts for the previous misallocation or by using such other methods reasonably determined by the Disbursement Agent.

2.6 ***Disbursements.***

2.6.1 *Disbursement Procedures.* No later than 2:00 p.m. New York, New York time on the requested Advance Date, or such later date as may occur pursuant to *Section 2.4.4(a)*, if the Disbursement Agent has (i) received funds from each Bank Lender and each FF&E Lender required to make an Advance pursuant to the relevant Advance Request (other than (x) $28,500,000 to refinance indebtedness incurred to fund the purchase of an Aircraft, which shall be paid directly to the Original Aircraft Lender on the Closing Date, (y) $10,000,000 to be advanced by the FF&E Lenders on the Closing Date and deposited in the Company's Funds Account and (z) any portion of such Advance for which a Letter of Credit is to be issued under the Bank Credit Facility) (or if the applicable Lenders make the request described in the second sentence of *Section 2.4.4(b)*), (ii) if applicable, received confirmation from the Bank Agent that the "Issuing Lenders" (as defined in the Bank Credit Agreement) under the Bank Revolving Facility are committed to issue each requested Letter of Credit, (iii) transferred funds from the Company's Funds Account, the Second Mortgage Note Proceeds Account, the

Bank Proceeds Account, the FF&E Proceeds Account and/or the Completion Guaranty Deposit Account to the Collection Account as required pursuant to the terms hereof, and (iv) transferred such funds from the Collection Account to the Disbursement Account, the Disbursement Agent shall transfer all such funds (or, where applicable, the funds as to which the request described in the second sentence of *Section 2.4.4(b)* has been made) as follows:

(a) to the extent set forth in the Advance Request, by disbursement to the Interest Payment Account and/or the Bank Proceeds Account;

(b) to the extent set forth in the Advance Request, by disbursement to the Soft Costs Cash Management Sub-Account and/or the Hard Costs Cash Management Sub-Account;

(c) with respect to amounts requested by the Advance Request to be paid to (i) the Prime Contractor, (ii) each other Contractor and Subcontractor owed Project Costs in excess of $7,000,000, and (iii) any financial institution that will be issuing a commercial letter of credit for the account of the Company that will be cash-collateralized in accordance with clause (g) of the definition of "Project Costs," by wiring funds directly to the account of such Person set forth in the Company's Advance Request; and

(d) by transferring any remaining funds to the Company's Payment Account for further distribution by the Company to each Contractor and Subcontractor owed Project Costs in an amount less than or equal to $7,000,000 (excluding the Prime Contractor).

2.6.2 *Special Procedures for Unpaid Contractors.* Notwithstanding *Section 2.6.1* above, the Company agrees that the Disbursement Agent may make Advances and transfer any or all sums in the Disbursement Account directly into the account of any Contractor for amounts due and owing to such Contractor under the relevant Contract, or any other Subcontractors in payment of amounts due and owing to such parties from the Company without further authorization from the Company and the Company hereby constitutes and appoints the Disbursement Agent its true and lawful attorney-in-fact to make such direct payments and this power of attorney shall be deemed to be a power coupled with an interest and shall be irrevocable; *provided that*, except upon the occurrence and continuation of an Event of Default, the Disbursement Agent shall not exercise its rights under this power of attorney except to make payments (a) as directed by the Company

pursuant to an Advance Request and otherwise as permitted by *Section 2.6.1* or (b) which the Disbursement Agent reasonably believes, if not promptly made, are reasonably likely to have a Material Adverse Effect. No further direction or authorization from the Company shall be necessary to warrant or permit the Disbursement Agent to make such Advances in accordance with the foregoing sentence and, to the extent funds in the Disbursement Account are not sufficient to make such Advances, the Disbursement Agent shall withdraw the shortfall from the Company's Funds Account, the Second Mortgage Notes Proceeds Account, the Bank Proceeds Account and/or the FF&E Proceeds Account in accordance with *Section 2.5.2* and transfer sufficient funds to the Collection Account and thereafter to the Disbursement Account as needed to make such Advances.

2.6.3 *Special Procedures for Payroll.* From time to time (but no more frequently than once every two weeks) upon satisfaction of the following conditions precedent, the Disbursement Agent shall transfer amounts previously advanced to the Bank Proceeds Account pursuant to *Section 2.6.1(a)* to the Soft Costs Cash Management Sub-Account:

(a) The Company reasonably anticipates (and the Construction Consultant confirms) that the Opening Date shall occur within 12 months;

(b) The Company shall have certified to the Disbursement Agent that the amount requested to be transferred is necessary to pay Soft Costs consisting of Company payroll in accordance with the Project Budget during the ensuing seven (7) days; and

(c) The Company shall have substantiated to the Disbursement Agent's satisfaction, in the manner contemplated by the Advance Request, that amounts previously transferred by the Disbursement Agent from the Bank Proceeds Account to the Soft Costs Cash Management Sub-Account pursuant to this *Section 2.6.3* have been used to pay Soft Costs associated with Company payroll in accordance with the Project Budget.

2.6.4 *Satisfaction of Funding Obligations.* All disbursements made pursuant to *Sections 2.6.1*, *2.6.2* and *2.6.3* above shall satisfy, in and of themselves, the obligations of the Disbursement Agent, the Funding Agents and each Lender hereunder and under the relevant Facility Agreements with respect to the Advance so made and (except for amounts which were obtained from the Company's Funds Account) shall be secured by the Facilities' respective Security Documents, if any, to the same extent as if made directly to the Company, regardless of the disposition thereof by the payees of such disbursements.

2.7 ***Payments of Interest and Fees.*** Until the Completion Date, the Company shall include in each Advance Request delivered pursuant to *Sections 2.4.1(a)* and *2.4.2(a)* a request that an Advance be made to pay the interest and fees that will become due and payable under each of the Bank Credit Agreement, the Second Mortgage Notes and the FF&E Facility on or after the requested Advance Date under such Advance Request and prior to the immediately succeeding Advance Date. Each such Advance Request shall specify the Facility, the amount and the date on which such interest or fees will become due and payable. If the Company fails to set forth such information in any Advance Request or fails to deliver timely any Advance Request, then the Bank Agent, the Indenture Trustee and the FF&E Agent as to their respective Facilities may deliver such information and a request for payment to the Disbursement Agent upon which request the Disbursement Agent shall revise the Advance Request and related Notice of Advance Request to provide for such payment. The Company acknowledges that failure of any notice referenced in this *Section 2.7* to be delivered to the Disbursement Agent shall not in any way exonerate or diminish the Company's obligation to make all payments under each of the Bank Credit Agreement, the Second Mortgage Notes and the FF&E Facility as and when due. Subject to the provisions of *Section 10.2* and the Company Collateral Account Agreements, the Disbursement Agent shall apply amounts on deposit in the Interest Payment Account to the payment of interest and fees under the Bank Credit Agreement, the Second Mortgage Notes and/or the FF&E Facility, in each case, on the date that the Disbursement Agent is advised such amounts will become due and payable. The Company shall not be permitted to obtain Advances for the purpose of paying interest, fees or other Debt Service at any time after the Completion Date.

2.8 ***FF&E Facility: Initial Advance and FF&E Reimbursement Amount Advance.*** On the Closing Date, the Company shall include in its initial Advance Request delivered pursuant to *Sections 2.4.1(a)* and *2.4.2* a request to Advance, and the FF&E Lenders shall Advance, $38,500,000 under the FF&E Facility of which $28,500,000 shall be delivered directly to the Original Aircraft Lender in order to refinance the indebtedness incurred to acquire the Aircraft and $10,000,000 shall be deposited into the Company's Funds Account. On the date the Company delivers a preliminary Advance Request pursuant to *Sections 2.4.1(a)* and *2.4.2* requesting an Advance from the Second Mortgage Notes Proceeds Account that will Exhaust the amounts on deposit in such Account, the

Company shall include in such preliminary Advance Request, the FF&E Reimbursement Advance which, subject to any revisions thereto pursuant to *Section 2.4.1(e)*, the FF&E Lenders shall Advance and which shall be deposited in the Company's Funds Account to be applied to pay Project Costs in accordance with the terms hereof. If the Company fails to set forth such information in any Advance Request or fails to deliver timely any Advance Request, then the Bank Agent or the Indenture Trustee shall deliver such information and a request for Advance to the Disbursement Agent upon which request the Disbursement Agent shall revise the Advance Request and related Notice of Advance Request to provide for such Advance.

2.9 ***Completion Date Procedures.***

(a) No less than sixty (60) days prior to the desired Completion Date, the Company shall deliver notice of the anticipated Completion Date to the Disbursement Agent, the Construction Consultant, the Project Architect and the Funding Agents. Thereafter, in order to cause Completion to occur, the Company shall deliver to the Construction Consultant, the Disbursement Agent, the Bank Agent, the Indenture Trustee and the FF&E Agent the Company's Completion Certificate appropriately completed and duly executed by a Responsible Officer of the Company with all attachments thereto. The Company's Completion Certificate shall indicate the date the Company believes the conditions to Completion will be satisfied, shall include the Project Architect's Completion Certificate and shall set forth all other information required thereby, including the aggregate amount of Project Costs anticipated to become due and payable after the Completion Date in order to achieve Final Completion (the "*Required Completion Amount*"). The Required Completion Amount shall be based on the allocation rules set forth in *Section 2.5* after subtracting amounts then on deposit in the Hard Costs Cash Management Sub-Account and the Company's Funds Account. The Company's Completion Certificate further shall set forth each Resort Component Funding Source's and the FF&E Facility's portion of the Required Completion Amount calculated in accordance with the preceding sentence.

(b) The Disbursement Agent and the Construction Consultant shall review the Company's Completion Certificate. In the event that the Disbursement Agent or the Construction Consultant discovers any mathematical or other minor errors in the Company's Completion Certificate, they shall request that the Company revise and resubmit the certificate. Within ten (10) Banking Days after their receipt of the Company's Completion Certificate, the Construction Consultant shall deliver to the Disbursement Agent, the Bank Agent, the Indenture Trustee, the FF&E Agent and the Company, the Construction Consultant's Completion Certificate.

(c) Within five (5) Banking Days after receipt by the Disbursement Agent of the Construction Consultant's Completion Certificate approving the Company's Completion Certificate, the Disbursement Agent shall, subject to its determination (in accordance with the relevant provisions of *Section 3.3*) that each of the conditions set forth in *Section 3.3* (other than *Sections 3.3.4* through *3.3.6*) has been satisfied, countersign the Company's Completion Certificate and forward the same to the Bank Agent, the Indenture Trustee and the FF&E Agent. In determining whether to approve the Company's Completion Certificate, the Disbursement Agent may rely on the certifications of the Company, the Prime Contractor, the Golf Course Contractor, the Parking Structure Contractor, the Golf Course Designer, the Aqua Theater Designer, the Construction Consultant and the Project Architect set forth in their respective Completion Certificates. The

Completion Date shall be deemed to occur on the date the Disbursement Agent countersigns the Company's Completion Certificate.

(d) On the Completion Date, before 12:00 p.m. New York, New York time, (i) the Bank Lenders shall deposit or cause to be deposited in the Bank Proceeds Account the Bank Credit Facility's portion of the Required Completion Amount calculated in accordance with *Section 2.5* and subsection (a) above and set forth in the Company's Completion Certificate, (ii) the FF&E Lenders shall deposit or cause to be deposited in the FF&E Proceeds Account the FF&E Facility's portion of the Required Completion Amount calculated in accordance with *Section 2.5* and subsection (a) above and set forth in the Company's Completion Certificate, and (iii) if the difference (in each case after giving effect to the Advance contemplated in clause (i) above) of (A) the unutilized "Revolving Credit Commitments" as defined in the Bank Credit Agreement (specifically including, however, the $3,000,000 portion of the Bank Revolving Facility which will not be made available to the Company for the payment of Project Costs) *minus* (B) any revenues of the Project that have been used to prepay the Loans under the Bank Revolving Facility from and after the Opening Date, is less than the aggregate Remaining Costs for the "Working Capital Requirements at Opening" Line Item Category, then the Disbursement Agent shall transfer to the Bank Agent sufficient funds from the Completion Guaranty Deposit Account and the Project Liquidity Reserve Account (if the funds then on deposit in the Completion Guaranty Deposit Account are not sufficient to make such transfer) in an amount equal to the amount by which the aggregate Remaining Costs for the "Working Capital Requirements at Opening" Line Item Category exceeds such difference, and the Bank Agent shall apply such amounts to the prepayment of Loans under the Bank Revolving Facility pursuant to *Section 2.12(c)(iv)* of the Bank Credit Agreement.

(e) In the event that the Final Completion Date shall not have occurred within six (6) months from the Completion Date, then on the expiration of such six (6) month period, the Disbursement Agent shall withdraw any remaining funds on deposit (i) in the Bank Proceeds Account and deliver such funds to the Bank Agent and (ii) in the FF&E Proceeds Account and deliver such funds to the FF&E Agent.

2.10 ***Completion Guaranty Release Procedures.***

(a) In order to cause the Completion Guaranty Release Date to occur, the Company shall deliver to the Construction Consultant, the Disbursement Agent, the Bank Agent, the Indenture Trustee and the FF&E Agent the Company's Completion Guaranty Release Certificate appropriately completed and duly executed by a Responsible Officer of the Company with all attachments thereto. The Company's Completion Guaranty Release Certificate shall indicate that the Company believes the Completion Guaranty Release Conditions have been satisfied, shall specify the portion, if any, of the Completion Guaranty Deposit Account to be reserved to pay Project Punchlist Items and/or disputed amounts pursuant to clauses (d)(i) and (ii) of the definition of "Completion Guaranty Release Conditions" after giving effect to any amounts then on deposit in the Company's Funds Account, the Bank Proceeds Account and the FF&E Proceeds Account (collectively, the "*Reserved Amounts*") and set forth all other information required thereby.

(b) The Disbursement Agent and the Construction Consultant shall review the Company's Completion Guaranty Release Certificate. In the event that the Disbursement Agent or the Construction Consultant discovers any mathematical or other minor errors in the Company's Completion Certificate, they shall request the Company to revise and resubmit the certificate. Within ten (10) Banking Days after their receipt of the Company's Completion Certificate, the Construction Consultant shall deliver to the Disbursement Agent, the Bank Agent, the Indenture Trustee, the FF&E Agent and the Company, the Construction Consultant's Completion Guaranty Release Certificate.

(c) Within five (5) Banking Days after receipt by the Disbursement Agent of the Construction Consultant's Completion Guaranty Release Certificate approving the Company's Completion Guaranty Release Certificate, the Disbursement Agent shall, subject to its determination that each of the Completion Guaranty Release Conditions has been satisfied, countersign the Company's Completion Guaranty Release Certificate and forward the same to the Bank Agent, the Indenture Trustee and the FF&E Agent. The Disbursement Agent may rely on the certifications of the Company and the Construction Consultant set forth in their respective Completion Guaranty Release Certificates in determining whether the Completion Guaranty Release Conditions have been satisfied. The Completion Guaranty Release Date shall be deemed to occur on the date the Disbursement Agent countersigns the Company's Completion Guaranty Release Certificate.

(d) On the Completion Guaranty Release Date, the Disbursement Agent shall release to the Completion Guarantor all amounts on deposit in the Completion Guaranty Deposit Account excluding the Reserved Amounts.

2.11 ***Final Completion Procedures.*** On the Final Completion Date, the Disbursement Agent shall (a) in the event that the Final Completion Date shall have occurred prior to the expiration of the six (6) month period commencing on the Completion Date, (i) withdraw all remaining funds from the Bank Proceeds Account and deliver such funds to the Bank Agent, and (ii) withdraw all remaining funds from the FF&E Proceeds Account and deliver such funds to the FF&E Agent, (b) release to the Completion Guarantor all other amounts on deposit in the Completion Guaranty Deposit Account and (c) release to the Company all other amounts on deposit in the Company Accounts, other than the Project Liquidity Reserve Account (unless at such time the Company has satisfied the release conditions set forth in *Section 7.27* of the Bank Credit Agreement (as confirmed by the Bank Agent) and *Section 10.03* of the Second Mortgage Notes Indenture, in which case the amounts on deposit in the Project Liquidity Reserve Account shall also be released to the Company). The Disbursement Agent may rely on the certifications of the Company, the Construction Consultant, the Project Architect and the Prime Contractor set forth in their respective Final Completion Certificates in determining whether the Final Completion Date has occurred.

2.12 ***No Approval of Work.*** The making of any Advance shall not be deemed an approval or acceptance by the Disbursement Agent, any Funding Agent, any Lender or the Construction Consultant (except to the extent set forth in the Construction Consultant Engagement Letter, and then only for the benefit of the Lenders) of any work, labor, supplies, materials or equipment furnished or supplied with respect to the Project.

2.13 ***Security.*** The Obligations shall be secured by the Project Security in accordance with the Security Documents. Further, all funds advanced by the Bank Lenders to complete the Project or to protect the rights and interests of the Secured Parties under the Financing Agreements are deemed to be obligatory advances and are to be added to the total indebtedness secured by each of the respective Facilities' Security Documents (including, with respect to the Bank Credit Facility and the Second Mortgage Notes, their respective Deeds of Trust). All sums so advanced shall be secured by each such Deed of Trust with the same priority of lien as the security for any other obligations secured thereunder.

ARTICLE 3.
—CONDITIONS PRECEDENT TO
THE CLOSING DATE AND ADVANCES

3.1 ***Conditions Precedent to the Closing Date.*** The occurrence of the Closing Date is subject to the prior satisfaction of each of the conditions precedent hereinafter set forth in this *Section 3.1* in form and substance satisfactory to each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent in its sole discretion. Subject to *Section 3.4*, by executing this Agreement (or, in the case

of (a) the Representatives of the Underwriters, by purchasing the Second Mortgage Notes, (b) the Bank Lenders, by becoming a party to the Bank Credit Agreement and (c) the FF&E Lenders, by becoming a party to the FF&E Facility Agreement) each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent shall be deemed to have confirmed that it has become satisfied that each of the following conditions precedent has been satisfied.

3.1.1 *Financing Agreements and Material Project Documents.* Delivery to each of the Bank Agent, the Representatives of the Underwriters, the FF&E Agent and the Disbursement Agent (with such number of originally executed copies as they may reasonably request) of (a) executed originals of each Financing Agreement (other than those Financing Agreements, including the DIIC Deed of Trust and the Golf Course Contractor Consent, that are not required to be executed and delivered on the Closing Date) (collectively, the "*Closing Financing Agreements*"), and true and correct copies of each Material Project Document then in effect and any supplements or amendments thereto then in effect, all of which shall be in form and substance satisfactory to each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent, shall have been duly authorized, executed and delivered by the parties thereto, and each such Material Project Document shall be certified by a Responsible Officer of the Company as of the Closing Date as being true, complete and correct and in full force and effect, (b) evidence satisfactory to each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent that each such Material Project Document and each such Closing Financing Agreement is in full force and effect and that no party to any such Material Project Document or Closing Financing Agreement is or, but for the passage of time or giving of notice or both will be, in breach of any obligation thereunder, and **[(c) the "Specified Hedge Agreements" (as such term is defined in the Bank Credit Agreement)] [OPEN**]

3.1.2 *Corporate and/or LLC Authority of the Loan Parties.* Delivery to each of the Bank Agent, the Representatives of the Underwriters, the FF&E Agent and the Disbursement Agent of (a) a certified copy of the Articles of Incorporation, Certificates of Formation or other similar formation document(s) of the each of the Loan Parties, (b) good standing certificates for each of the Loan Parties issued by the Secretary of State of Nevada or any other state of incorporation or organization, (c) a certified copy of the bylaws or a copy of the Operating Agreement of each of the Loan Parties, certified by a Responsible Officer of each such Loan Party, and (e) a copy of one or more resolutions or other authorizations of the Loan Parties certified by a Responsible Officer of each such Loan Party, as being in full force and effect on the Closing Date, authorizing the Advances herein provided for and the execution, delivery and performance of this Agreement and the other Operative Documents and any instruments or agreements required hereunder or thereunder to which each such entity is a party.

3.1.3 *Incumbency of the Loan Parties.* Delivery to each of the Bank Agent, the Representatives of the Underwriters, the FF&E Agent and the Disbursement Agent of a certificate from each of the Loan Parties satisfactory in form and substance to each of the Bank Agent, and the Representatives of the Underwriters signed by a Responsible Officer of each such Loan Party, and dated as of the Closing Date, as to the incumbency of the Person or Persons authorized to execute and deliver this Agreement and the other Material Project Documents and Closing Financing Agreements and any documents, instruments or agreements required hereunder or thereunder to which each such entity is a party.

3.1.4 *Other Parties.* With respect to each Major Project Participant (other than any Loan Party), delivery to each of the Bank Agent, the Representatives of the Underwriters, the FF&E Agent and the Disbursement Agent of (i) a certified copy of the Certificate of Formation or Articles of

Incorporation, as applicable, of such entity (or the appropriate equivalent in the jurisdiction of formation of the relevant entity), (ii) a copy of the bylaws, if applicable, of such entity (or the equivalent) certified by the secretary of such entity, (iii) a certificate issued by the Secretary of State of Nevada and, if other than such state, the state (or country) of formation of

such entity certifying that such entity is in good standing and is qualified to do business in, Nevada and (if applicable) its state (or country) of formation, (iv) a fully executed certificate as to the incumbency of the Persons authorized to execute and deliver the Operative Documents and any other instruments or agreements contemplated hereby to which such entity is a party, and (v) a copy of one or more resolutions for each of the foregoing entities (or their respective managing members or managers where applicable), certified by the appropriate officer of such entity as being in full force and effect as of the Closing Date, authorizing the transactions contemplated by such Operative Document(s) to which such entity is a party and the execution, delivery and performance thereof and any other documents, instruments and agreements required to be executed pursuant thereto.

3.1.5 *Insurance.*

(a) *Policies.* Insurance complying with the requirements of Exhibit O shall be in place and in full force and effect.

(b) *The Company's Insurance Certificates.* Delivery to each of the Bank Agent, the Representatives of the Underwriters, the FF&E Agent and the Disbursement Agent of (i) certificates, in the form of *Exhibit B-4* and *Exhibit B-5* attached hereto and otherwise in form and substance satisfactory to each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent from the Company's insurance broker(s), dated as of the Closing Date and identifying underwriters, type of insurance, insurance limits and policy terms, listing the special provisions required as set forth in *Exhibit O*, describing the insurance obtained and stating that such insurance is in full force and effect and that all premiums then due thereon have been paid and (ii) certified copies of all policies evidencing such insurance (or a binder, commitment or certificates signed by the insurer or a broker authorized to bind the insurer along with a commitment to deliver certified copies of the policies within forty-five (45) days after the Closing Date) meeting the requirements of *Exhibit O* and otherwise in form and substance satisfactory to each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent.

(c) *Insurance Certificates.* Delivery to each of the Bank Agent, the Representatives of the Underwriters, the FF&E Agent and the Disbursement Agent of (i) a certificate of the Company, in form and substance satisfactory to each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent identifying underwriters, type of insurance, insurance limits and policy terms of any insurance required to be obtained under the Material Project Documents then in effect and any other insurance required under *Exhibit O*, dated as of the Closing Date and stating that such insurance is in full force and effect and that all premiums then due thereon have been paid and that such insurance complies with the requirement of such Material Project Documents and *Exhibit O*, and (ii) certified copies of all policies evidencing such insurance (or a binder, commitment or certificates signed by the insurer or a broker authorized to bind the insurer along with a commitment to deliver certified copies of the policies within forty-five (45) days after the Closing Date) naming the Disbursement Agent, the Funding Agents and the Lenders as additional insureds and the Disbursement Agent as the loss payee under the insurance policies required under *Exhibit O* and the insurance policies under the "Owner Controlled Insurance Program" described and defined in the Prime Construction Contract and otherwise in form and substance satisfactory to each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent.

(d) *Insurance Advisor's Closing Certificate.* Delivery to each of the Bank Agent, the Representatives of the Underwriters, the FF&E Agent and the Disbursement Agent of the Insurance Advisor's Closing Certificate, in the form of *Exhibit B-3*, and otherwise in form and substance satisfactory to each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent.

3.1.6 *Project Security.* All of the Security Documents, in form and substance satisfactory to (a) in the case of the Bank Security Documents, the Bank Agent, (b) in the case of the Second Mortgage Notes Security Documents, the Representatives of the Underwriters and (c) in the case of the FF&E Security Documents, the FF&E Agent, shall have been executed and delivered to the secured parties thereunder and shall be in full force and effect and all actions necessary or desirable, including all filings, in the opinion of the Funding Agents party thereto to perfect the security interests granted therein as a valid security interest over the Project Security (or in the case of the FF&E Agent, the FF&E Component) having the priority contemplated therefor by this Agreement, the Intercreditor Agreements and the Security Documents shall have been taken or made.

3.1.7 *Opinions.* Each of the Bank Agent, the Representatives of the Underwriters, the FF&E Agent and the Disbursement Agent shall have received the opinions identified in *Exhibit Q*.

3.1.8 *Company's Closing Certificate.* Delivery to each of the Bank Agent, the Representatives of the Underwriters, the FF&E Agent and the Disbursement Agent of the Company's Closing Certificate (which shall include, among other things, a certification as to the solvency of the Company and each of the Loan Parties after giving pro forma effect to the transactions contemplated hereby) signed by a Responsible Officer of each Loan Party.

3.1.9 *Business Plan.* The Bank Lenders, the Representatives of the Underwriters and the FF&E Lenders shall have received a business plan for the five fiscal years of the Loan Parties following the Completion Date (the "*Business Plan*") and a satisfactory written analysis of the business and prospects of the Loan Parties for the period from the Completion Date through the fifth (5^{th}) anniversary thereof, all in form and substance satisfactory to the Bank Lenders, the Representatives of the Underwriters and the FF&E Lenders.

3.1.10 *Advance Request.* Delivery to the Disbursement Agent, the Construction Consultant and the Project Architect of a preliminary Advance Request in accordance with *Section 2.4.1(a)* and a final executed Advance Request in accordance with *Section 2.4.2(a)* (except that such preliminary Advance Request shall be delivered ten (10) Banking Days prior to the Closing Date and such final Advance Request shall be delivered five (5) Banking Days prior to the Closing Date), in each case, with the Required Contractor Advance Certificates and all other attachments, exhibits and certificates required by *Sections 2.4.1(a), 2.4.1(b)* or *2.4.2(a)*, as the case may be. Such Advance Request shall request an Advance in an amount sufficient to (a) pay all amounts due and payable for work performed on the Project through October **[ ]**, 2002, (b) pay all fees and expenses then due and payable to the Secured Parties and their respective advisors and consultants, (c) request a draw of $38,500,000 under the FF&E Facility to refinance indebtedness incurred to fund the purchase of the Aircraft, and (d) request a draw from the Company's Funds Account of $3,000,000 for deposit in the Soft Costs Cash Management Sub-Account and of $1,000,000 for deposit in the Hard Costs Cash Management Sub-Account.

3.1.11 *Consultant Certificates and Reports.* Delivery to each of the Bank Agent, the Representatives of the Underwriters, the FF&E Agent and the Disbursement Agent, of (a) the Construction Consultant's Closing Certificate with the Construction Consultant's Report in form and substance satisfactory to each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent attached thereto, (b) the Construction Consultant's Advance Certificate with respect to the requested Advance in the form of *Exhibit C-2* approving (subject to the proviso in *Section 2.4.2(c)*) the corresponding Advance Request, and (c) the Project Architect's Advance Certificate with respect to the Advance in the form of *Exhibit C-3*.

3.1.12 *Litigation.* Except as set forth on *Exhibit R-1*, no action, suit, proceeding or investigation of any kind shall have been instituted or, to the Company's knowledge, pending or threatened, including actions or proceedings of or before any Governmental Authority, to which any Loan Party, the Project or, to the knowledge of the Company, any Major Project Participant, is

a party or is subject, or by which any of them or any of their properties or the Project are bound that could reasonably be expected to have a Material Adverse Effect, nor is the Company aware of any reasonable basis for any such action, suit, proceeding or investigation and no injunction or other restraining order shall have been issued and no hearing to cause an injunction or other restraining order to be issued shall be pending or noticed with respect to any action, suit or proceeding if the same reasonably could be expected to have a Material Adverse Effect.

3.1.13 *Fees.* All amounts required to be paid to or deposited with the Funding Agents, the Representatives of the Underwriters, the Disbursement Agent or the Independent Consultants and all taxes, fees and other costs payable in connection with the execution, delivery, recordation and filing of the documents and instruments referred to in this *Section 3.1*, shall have been paid or deposited, as the case may be, in full. The Company shall have paid or arranged for payment out of the requested Advance of all fees, expenses and other charges then due and payable by it under this Agreement or other Financing Agreements or under any agreements between the Company and any of the Independent Consultants.

3.1.14 *Project Budget.* Delivery to each of the Disbursement Agent, the Bank Agent, the Representatives of the Underwriters, the FF&E Agent and the Construction Consultant of a budget in the form of *Exhibit H-1* (as amended from time to time in accordance with the terms hereof, the "*Project Budget*") for all anticipated Project Costs (including, without limitation, Project Costs incurred prior to, as well as after, the Closing Date, including closing costs and Debt Service), which includes a drawdown schedule for Advances necessary to achieve Final Completion and such other information and supporting data as any of the Bank Agent, the Representatives of the Underwriters, the FF&E Agent, the Disbursement Agent or the Construction Consultant may reasonably require, together with a balanced statement of sources and uses of proceeds (and any other funds necessary to complete the Project), broken down by Facility and Line Item Category, which Project Budget, drawdown schedule and statement of sources and uses shall be satisfactory to the Construction Consultant, as and to the extent certified to in the Construction Consultant's Closing Certificate and the Bank Lenders, the Representatives of the Underwriters and the FF&E Agent, it being acknowledged by the Bank Lenders, the Representatives of the Underwriters and the FF&E Agent that the level of detail of the Project Budget shall be commensurate with the state of completion of the Plans and Specifications and that, without in any way affecting the Company's obligations under *Section 6.4* with respect to amendments to the Project Budget, upon completion of the Plans and Specifications, the part of the Project Budget referable thereto shall be broken down, to the Disbursement Agent's and the Construction Consultant's reasonable satisfaction, to the level of line item detail required for the parts of the Project with Final Plans and Specifications.

3.1.15 *Project Schedule and Schedule of Key Dates.* Delivery to the Disbursement Agent, the Bank Agent, the Representatives of the Underwriters, the FF&E Agent and the Construction Consultant of a detailed master schedule for construction and completion of the Project in the form of *Exhibit I* (as amended from time to time in accordance with the terms hereof, the "*Project Schedule*") and a schedule of key dates for construction and completion of the Project in the form of Exhibit J, each of which demonstrates that the Completion Date will occur on or before the Scheduled Completion Date and which is otherwise satisfactory to the Construction Consultant, as certified to in the Construction Consultant's Closing Certificate.

3.1.16 *Financial Statements.* Delivery to the Disbursement Agent, the Bank Agent, the Representatives of the Underwriters and the FF&E Agent of the most recent annual consolidated and consolidating financial statements of the type which must be provided under *Section 5.6.5* and most recent quarterly consolidated and consolidating financial statements from Valvino and its consolidated Subsidiaries (including Wynn Las Vegas and its consolidated Subsidiaries), together with certificates from a Responsible Officer of each such Person certifying such financial statements and stating that no material adverse change in the consolidated assets, liabilities, operations or financial condition of each such Person has occurred since the dates of the respective financial statements provided to the Disbursement Agent, the Bank Agent, the Representatives of the Underwriters and the FF&E Agent, except as otherwise provided in such certificate.

3.1.17 *Material Adverse Effect.* Since December 31, 2001, there shall not have occurred any material adverse condition or material adverse change in or affecting the Project Budget, the economics or feasibility of developing and/or constructing and/or operating the Project, or business, assets, liabilities, property, condition (financial or otherwise), results of operations, prospects, value or management of Wynn Las Vegas individually, or the Loan Parties taken as a whole, or any Project Credit Support Provider, or calls into question in any material respect the Projections or any of the material assumptions on which the Projections were prepared, or any other event, development or circumstance that has caused or resulted in or could reasonably be expected to cause or result in a Material Adverse Effect as certified by a Responsible Officer of the Company in the Company's Closing Certificate.

3.1.18 *Events of Default.* No Event of Default or Potential Event of Default shall have occurred and be continuing, as certified by a Responsible Officer of the Company in the Company's Closing Certificate.

3.1.19 *Permits.*

(a) All Permits described in *Exhibit M* as required to have been obtained by the Company or any other Person by the Closing Date shall have been issued and be in full force and effect and not subject to current legal proceedings or to any unsatisfied conditions (that are required to be satisfied by the Closing Date) that could reasonably be expected to materially adversely modify any Permit, to revoke any Permit, to restrain or prevent the construction or operation of the Project or otherwise impose adverse conditions on the Project or the financing contemplated under the Financing Agreements and all applicable appeal periods with respect thereto shall have expired;

(b) With respect to any of the Permits described in *Exhibit M* as not yet required to be obtained (other than the gaming license), (i) each such Permit is of a type that is routinely granted on application and compliance with the conditions for issuance and (ii) no facts or circumstances exist

which indicate that any such Permit will not be timely obtainable without undue expense or delay by the Company or the applicable Person, respectively, prior to the time that it becomes required; and

3.1.20 *Gaming License.* The Buy-Sell Agreement is in full force and effect.

3.1.21 *Third Party Consents.* Delivery to the Disbursement Agent and each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent of Consents from (a) Prime Contractor, (b) Construction Guarantor, (c) Desert Inn Improvement as supplier under the Water Supply Contract, (d) Parking Structure Contractor, (e) Project Architect, and (f) the Aqua Theater Designer; each in form of *Exhibit S* or otherwise in form and substance satisfactory to the Bank Agent, the Representatives of the Underwriters and the FF&E Agent.

3.1.22 *Representations and Warranties.* Each representation and warranty of (a) each Loan Party set forth in *Article 4* hereof or in any of the other Operative Documents shall be true and correct in all material respects as if made on such date (except that any representation and warranty that relates expressly to an earlier date shall be deemed made only as of such earlier date), and (b) to the Company's knowledge, each Major Project Participant (other than any Loan Party) set forth in any of the Operative Documents shall be true and correct in all material respects as if made on such date (except that any representation and warranty that relates expressly to an earlier date shall be deemed made only as of such earlier date) unless the failure of any such representation and warranty referred to in this clause (b) to be true and correct could not reasonably be expected to have a Material Adverse Effect, in each case, as certified by the Company in the Company's Closing Certificate.

3.1.23 *Service of Process.* Delivery to the Funding Agents and the Disbursement Agent of a letter from Corporation Service Company or any other Person reasonably satisfactory to each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent consenting to its appointment by each Loan Party in each case in form and substance acceptable to each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent, as each such Person's agent to receive service of process in New York, New York.

3.1.24 *Utility Availability.* The Construction Consultant shall have become satisfied, as certified to in the Construction Consultant's Closing Certificate, that arrangements, which are reflected accurately in the Project Budget, shall have been or will be made under the Material Project Documents or otherwise on commercially reasonable terms for the provision of all utilities necessary for the construction, operation and maintenance of the Project as contemplated by the Operative Documents and the Plans and Specifications.

3.1.25 *Establishing of Company Accounts; Second Mortgage Notes Proceeds.* (a) Each of the Company Accounts shall have been established pursuant hereto and the Collateral Account Agreements; (b) the Second Mortgage Notes shall have been issued in an amount of Three Hundred Forty Million Dollars ($340,000,000), and Three Hundred Forty Million Dollars ($340,000,000) shall have been deposited in the Second Mortgage Notes Proceeds Account; (c) funds in an amount equal to Fifty Million Dollars ($50,000,000) shall have been deposited in the Completion Guaranty Deposit Account, (d) funds in an amount equal to Thirty Million Dollars ($30,000,000) shall have been deposited in the Project Liquidity Reserve Account, and (e) funds in the amount of $**[ ] [THIS AMOUNT SHOULD EQUAL THE NET PROCEEDS OF THE IPO PLUS CASH ON HAND INTENDED TO BE USED FOR THE PROJECT AS CONTEMPLATED BY THE SOURCES AND USES MINUS ISSUANCE FEES AND EXPENSES OF THE EQUITY AND THE NOTES]** together with Ten Million Dollars ($10,000,000) Advanced on the Closing Date under the FF&E Facility, shall have been deposited in the Company's Funds Account.

3.1.26 *Funding of Equity.* Each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent shall have become reasonably satisfied that the amounts on deposit in the Company's Funds Account and the Project Liquidity Reserve Account have been irrevocably and unconditionally contributed to the Company and that, in addition thereto, cash or property in the amount of $**[ ]** has been irrevocably and unconditionally contributed to Wynn Las Vegas and applied to the payment of Project Costs, as certified to by the Construction Consultant in the Construction Consultant's Closing Certificate.

3.1.27 *A.L.T.A. Surveys.* The Disbursement Agent and each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent shall have received A.L.T.A. surveys of the Site and the Site Easements, satisfactory in form and substance to the Title Insurer and each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent, dated no earlier than sixty (60) days prior to the Closing Date and certified to each such Person by a licensed surveyor satisfactory to each such Person, showing (a) as to the Site, the exact location and dimensions thereof, including the location of all means of access thereto and all easements relating thereto; (b) as to the Site Easements, the exact location and dimensions thereof to the extent capable of being described, including the location of all means of access thereto, and all improvements or other encroachments in or on the Site Easements; (c) the existing utility facilities servicing the Project (including water, electricity, gas, telephone, sanitary sewer and storm water distribution and detention facilities); (d) that such existing improvements do not encroach or interfere (in any manner that could reasonably be expected to have a Material Adverse Effect) with adjacent property or existing easements or other rights (whether on, above or below ground), and that there are no gaps, gores, projections, protrusions or other survey defects other than Permitted Encumbrances applicable to such real property; (e) whether the Site or any portion

thereof is located in a special earthquake or flood hazard zone; and (f) that there are no other matters that could reasonably be expected to be disclosed by a survey constituting a defect in title other than the Permitted Encumbrances. The Disbursement Agent and each of the Bank Agent and Representatives of the Underwriters and the FF&E Agent shall have received an overlay to the A.L.T.A. Survey showing the proposed perimeters within which all of the foundations for the Project are to be located pursuant to the Plans and Specifications.

3.1.28 *Title Policies.* The Company shall have delivered to (a) the Bank Agent, a lender's A.L.T.A. policy of title insurance, or a commitment to issue such policy, in the amount of $1,000,000,000 and (b) the Indenture Trustee on behalf of the Second Mortgage Note Holders, a lender's A.L.T.A. policy of title insurance, or a commitment to issue such policy, in the amount of $340,000,000. Each such policy or commitment shall (i) include such endorsements as are required by the Bank Agent and the Representatives of the Underwriters, respectively, (ii) be reinsured by such reinsurance as is satisfactory to the Bank Agent and the Representatives of the Underwriters, respectively, (iii) be issued by Title Insurer in form and substance satisfactory to the Bank Agent and the Representatives of the Underwriters, respectively, and (iv) insure (or agree to insure) that:

(a) Wynn Las Vegas has fee simple title to the Site and the Site Easements (other than the Mortgaged Property encumbered or to be encumbered by Valvino, Wynn Resorts Holdings, Palo and Desert Inn Improvement) and a valid leasehold estate or easement interest, as the case may be, in the portions of the Site described in the Affiliate Real Estate Agreements, free and clear of liens, encumbrances and other exceptions to title except those exceptions specified on *Exhibit N-1* ("*Wynn Las Vegas Permitted Encumbrances*");

(b) Valvino has fee simple title to the Phase II Land and the Phase II Land Easements, free and clear of liens, encumbrances and other exceptions to title except those exceptions specified on *Exhibit N-2* ("*Valvino Permitted Encumbrances*");

(c) Wynn Resorts Holdings has fee simple title to the Golf Course Land (other than the Palo Home Site Land and the Water Utility Land encumbered or to be encumbered by Palo and Desert Inn Improvement, respectively) and Golf Course Land Easements, free and clear of liens, encumbrances and other exceptions to title except those exceptions specified on *Exhibit N-3* ("*Wynn Resorts Holdings Permitted Encumbrances*");

(d) Palo has fee simple title to the Palo Home Site Land free and clear of liens, encumbrances and other exceptions to title except those exceptions specified on *Exhibit N-4* (the "*Palo Permitted Encumbrances*");

(e) Desert Inn Improvement has fee simple title to the Water Utility Land, free and clear of liens, encumbrances and other exceptions to title except those exceptions specified on *Exhibit N-5* ("*DIIC Permitted Encumbrances*"); and

(f) each Deed of Trust (other than the Bank DIIC Deed of Trust and the Second Mortgage Notes DIIC Deed of Trust which will be recorded after the Closing Date pursuant to *Section 3.3.22*) is (or will be when recorded) a valid lien on the "Trust Estate" (as defined in each Deed of Trust) entitled to the priority described therein, free and clear of all liens, encumbrances and exceptions to title whatsoever, other than (i) Wynn Las Vegas Permitted Encumbrances in the case of the Deeds of Trust executed by Wynn Las Vegas, (ii) Valvino Permitted Encumbrances in the case of the Deeds of Trust executed by Valvino, and (iii) Wynn Resorts Holdings Permitted Encumbrances in the case of the Deeds of Trust executed by Wynn Resorts Holdings; and (iv) Palo Permitted Encumbrances in the case of the Deeds of Trust executed by Palo.

3.1.29 *Commitment and Fee Letters.* The letters regarding the fees of the Bank Agent, the Disbursement Agent and the FF&E Agent, respectively, shall have been executed and delivered.

The Company shall have complied with all of its obligations under and agreements in the Commitment Letter, the Bank Fee Letter, the Bank Agent Fee Letter, the Disbursement Agent Fee Letter, the FF&E Arrangement Fee Letter and the FF&E Agent Fee Letter then required to be complied with.

3.1.30 *Plans and Specifications.* The Company shall have delivered to the Construction Consultant Plans and Specifications in form and substance satisfactory to the Construction Consultant, as certified to in the Construction Consultant's Closing Certificate. Subject to approval of the finalized Plans and Specifications by the proper Governmental Authorities, such Plans and Specifications shall constitute Final Plans and Specifications.

3.1.31 *Corporation and Capital Structure; Management.* The corporate organization structure, capital structure and ownership of the Project Credit Support Providers, the Company and its Subsidiaries shall be satisfactory to each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent. The management structure of the Company and its Subsidiaries shall be satisfactory to each of the Bank Agent, the Representatives of the Underwriters, and the FF&E Agent, and each such Person shall have received copies of, and shall be satisfied with the form and substance of, any and all employment contracts with senior management of the Company.

3.1.32 *Real Estate Appraisals.* Each of the Bank Agent, the Representatives of the Underwriters, the FF&E Agent and the Disbursement Agent shall have received a FIRREA appraisal of the Site from an independent real estate appraiser reasonably satisfactory to the Bank Agent, the Representatives of the Underwriters and the FF&E Agent, in form, scope and substance satisfactory to each such Person, satisfying the requirements of any applicable laws and regulations and demonstrating a value of the Project of not less than $2.5 billion upon Completion.

3.1.33 *Environmental Reports.* Each of the Bank Agent, the Representatives of the Underwriters, the FF&E Agent and the Disbursement Agent shall have received the Phase I environmental assessment for the Site and the Site Easements dated August 14, 2002 (the "*Phase I Report*"), the Phase II Environmental Site Assessment for the Golf Course Land and the Golf Course Land Easements (the "*Phase II Report*") conducted by Terracon and dated September 11, 2002 and that certain reliance letter from Terracon dated October [ ], 2002.

3.1.34 *No Work at Site.* The Company shall not have commenced, and shall not have permitted any Contractor or Subcontractor or any other Person to commence, any "work of improvement" as defined in Nevada Revised Statutes *Section 108.221* on the Mortgaged Property.

3.1.35 *Proceeds.* The Company shall be in compliance with *Sections 5.1.1* and *5.9*, and no demands for funds shall be outstanding under *Sections 5.9.1* or *5.9.2*.

3.1.36 *In Balance Requirement.* The Project shall be In Balance.

3.1.37 *No Restrictions.* No order, judgment or decree of any court, arbitrator or governmental authority shall purport to enjoin or restrain any of the Bank Lenders from making the Advances to be made by them on the Closing Date.

3.1.38 *Violation of Certain Regulations.* The making of the requested Advance shall not violate any law including Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System.

3.1.39 *Due Diligence.* Each of the Bank Lenders and the FF&E Lenders shall have completed its due diligence review of each Loan Party and each Project Credit Support Provider and their respective affiliates and operations, and shall be satisfied with the results thereof.

3.1.40 *Acceptable Rating.* On or before the Closing Date, the Company shall have obtained and maintained a rating accorded the Company's long term, senior unsecured debt securities by a "nationally recognized statistical rating organization" (as such term is defined the Securities and Exchange Commission for purposes of Rule 436(g)(2) under the Securities Act of 1933, as amended) that is satisfactory to the Bank Lenders, the Representatives of the Underwriters and the FF&E Agent.

3.1.41 *Aircraft Refinancing.* The FF&E Agent shall have confirmed that the conditions precedent set forth in *Sections 4.1* of the FF&E Facility Agreement shall have been satisfied.

3.1.42 *Notices of Pledges of Water Permits.* Valvino shall have executed duplicate original notices of pledge in form and substance satisfactory to the Bank Agent and the Representatives of the Underwriters describing Nevada Permit to Appropriate Nos. 60164 (certificate no. 15447) and 60165 (certificate no. 15448) and such notices of pledge shall have been completed and delivered to the Disbursement Agent. The Company hereby authorizes the Disbursement Agent to complete the recording information from each Deed of Trust signed by Valvino) and to file them with the Nevada State Engineer promptly after recordation of such Deeds of Trust, together with a Report of Conveyance and Abstract of Title for each permit.

3.1.43 *Other Documents.* The Disbursement Agent and each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent shall have received such other documents and evidence as are customary for transactions of this type as each such Person may reasonably request in connection with the transactions contemplated hereby.

[OTHER CONDITIONS TO COME BASED ON DUE DILIGENCE]

3.2 ***Conditions Precedent to Advances from Company's Funds Account Prior to Initial Disbursement from Second Mortgage Notes Proceeds Account.*** Prior to the initial disbursement of funds from the Second Mortgage Notes Proceeds Account pursuant to *Section 2.5.2* and *Section 3.3*, the obligation of the Disbursement Agent to make Advances hereunder from the Company's Funds Account is subject to the prior satisfaction of each of the conditions precedent set forth in *Sections 3.3.1, 3.3.2, 3.3.3, 3.3.5, 3.3.6, 3.3.7, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.14, 3.3.16* and *3.3.18*. The parties hereto, however, agree that the purpose of the foregoing conditions precedent is to enable the Secured Parties and the Construction Consultant to track the progress of the Project so as to be in a position to determine, at such time as the Company requests an Advance pursuant to *Section 3.3*, whether the conditions set forth therein have been satisfied. Accordingly, upon the request of the Company at any time prior to initial disbursement of funds from the Second Mortgage Notes Proceeds Account, the Disbursement Agent shall release funds from the Company's Funds Account notwithstanding the failure to satisfy any of the above-enumerated conditions precedent (other than *Sections 3.3.5* and *3.3.16* (provided that notwithstanding any other items required to be set forth in an Advance Request, the Advance Request submitted by the Company needs only include the date of the requested Advance from the Company's Funds Account, the amount of such Advance, the payees and/or Accounts to which such Advance shall be paid and/or transferred and a certification to the effect that the condition set forth in *Section 3.3.16* is satisfied). The Company acknowledges, however, that any inability on its part to satisfy the conditions set forth in this *Section 3.2* may be an early indication that, at such time as the Company requests an Advance in accordance with *Section 3.3*, it may not be able to satisfy the conditions set forth therein. Further, in the event funds are disbursed to the Company from the Company's Funds Account without satisfying the conditions set forth in this *Section 3.2*, any funds so released and expended may not be taken into consideration for purposes of *Sections 3.3.18* and/or *3.3.24*. The Company acknowledges and agrees that, regardless of the amounts of funds expended by the Company in furtherance of the Project, no funds shall be advanced by the Bank Lenders or the FF&E Lenders (other than the initial Advance of $38,500,000 to be made on the Closing Date) or disbursed from the Second Mortgage

Notes Proceeds Account unless all of the conditions set forth in *Section 3.3* hereof have been satisfied or waived.

3.3 ***Conditions Precedent to Advances.*** The obligation (a) of the Bank Lenders to make Advances of Loans by depositing funds in the Collection Account, by transferring funds from the Bank Proceeds Account to the Collection Account or by issuing a Letter of Credit, (b) of the Indenture Trustee to make Advances by releasing funds from the Second Mortgage Notes Proceeds Account hereunder, (c) of the FF&E Lenders to make Advances of Loans (other than the initial Advance of $38,500,000 under the FF&E Facility on the Closing Date) by depositing funds in the Collection Account, by transferring funds from the FF&E Proceeds Account to the Collection Account or by advancing funds towards the acquisition of any replacement Aircraft and (d) of the Disbursement Agent to make Advances hereunder from the Company's Funds Account after the initial disbursement of funds from the Second Mortgage Notes Proceeds Account are subject to the prior satisfaction of each of the following conditions precedent in form and substance reasonably satisfactory to the Disbursement Agent in its reasonable discretion:

3.3.1 *Certain Operative Documents.* Each Material Project Document and each Financing Agreement shall be in full force and effect, without amendment since the respective date of its execution and delivery, and in a form which was provided to the Bank Agent, the Representatives of the Underwriters and the FF&E Agent prior to the Closing Date except, (a) for amendments to Material Project Documents not prohibited by *Section 6.1* hereof or the Bank Credit Agreement, the Second Mortgage Notes Indenture or the FF&E Facility Agreement, (b) to the extent the Company has entered into a replacement Material Project Document to the extent permitted by *Section 7.1.9* or if pursuant to such Section the Company is not required to enter into a replacement Material Project Document, and each certificate delivered by the Company with respect to any such document shall be true and correct in all material respects, as certified by the Company in the relevant Advance Request and (c) amendments to the Financing Agreements to the extent permitted under the Facility Agreements. Each of the Loan Parties shall have complied with all of its obligations under and agreements in each Financing Agreement (to the extent then due and required to be complied with). The Disbursement Agent shall be entitled to rely on the certification by the Company in the relevant Advance Request or, if applicable, in the Company's Opening Date Certificate or Completion Certificate, determining that this condition has been satisfied unless the Disbursement Agent shall have actual knowledge that the Company's certification is inaccurate.

3.3.2 *Representations and Warranties.* Each representation and warranty of (a) each Loan Party set forth in *Article 4* hereof or in any of the other Financing Agreements or each Material Project Document shall be true and correct in all material respects as if made on such date (except that any representation and warranty that relates expressly to an earlier date shall be deemed made only as of such earlier date), and (b) to the Company's knowledge, each Major Project Participant (other than any Loan Party) set forth in any of the Material Project Documents shall be true and correct in all material respects as if made on such date (except that any representation and warranty that relates expressly to an earlier date shall be deemed made only as of such earlier date) unless the failure of any such representation and warranty referred to in this clause (b) to be true and correct could not reasonably be expected to have a Material Adverse Effect, in each case, as certified by the Company in the relevant Advance Request. The Disbursement Agent shall be entitled to rely on the certification by the Company in the relevant Advance Request or, if applicable, in the Company's Opening Date Certificate or Completion Certificate, in determining that this condition has been satisfied unless the Disbursement Agent shall have actual knowledge that the Company's certification is inaccurate.

3.3.3 *Events of Default.* No Event of Default or Potential Event of Default shall have occurred and be continuing or could reasonably be expected to result from such Advance, as certified by the Company in the relevant Advance Request. The Disbursement Agent shall be entitled to rely on the certification by the Company in the relevant Advance Request or, if applicable, in the Company's Opening Date Certificate or Completion Certificate, in determining that this condition has been satisfied unless the Disbursement Agent shall (a) have received notice from any Funding Agent that an Event of Default or Potential Event of Default has occurred or (b) otherwise shall have acquired actual knowledge that the Company's certification is inaccurate.

3.3.4 *Notice of Advance Request.* The Disbursement Agent shall have received and shall have been notified that the Funding Agents have received a preliminary Notice of Advance Request in accordance with *Section 2.4.1(c)* and a final Notice of Advance Request in accordance with *Section 2.4.2(b)* with respect to the requested Advance.

3.3.5 *Advance Request and Certificate.* The Company shall have delivered to the Disbursement Agent, the Construction Consultant and the Project Architect a preliminary Advance Request for the requested Advance in accordance with *Section 2.4.1(a)* and a final executed Advance Request for the requested Advance in accordance with *Section 2.4.2(a)*, in each case, with the Required Contractor Advance Certificates and all other attachments, exhibits and certificates required by *Sections 2.4.1(a)* or *2.4.1(b)*, as the case may be. Such Advance Request shall request an Advance in an amount sufficient to pay all amounts due and payable for work performed on the Project through the last day of the period covered by such Advance Request. The Disbursement Agent shall have reviewed and evaluated the same as provided in *Section 2.4.3(a)* and, subject to *Section 2.4.3(a)(ii)*, shall not have become aware of any material error, inaccuracy, misstatement or omission of fact in an Advance Request or an attachment, exhibit or certificate attached thereto or information provided by the Company upon the request of the Disbursement Agent.

3.3.6 *Consultant's Certificates.*

(a) Delivery to the Disbursement Agent of the Construction Consultant's certificate with respect to the requested Advance as and when required by *Section 2.4.2(c)*, in the form of *Exhibit C-2*, approving (subject to the proviso in *Section 2.4.2(c))* the corresponding Advance Request.

(b) Delivery to the Disbursement Agent of the Project Architect's certificate with respect to the requested Advance as and when required by *Section 2.4.2(d)*, in the form of *Exhibit C-3.*

3.3.7 *Liens.* The Company shall have delivered or caused to be delivered to the Disbursement Agent an updated lien release summary chart in the form of *Appendix VIII* to the Company's Advance Request and the following releases:

(a) *Unconditional Releases.* Duly executed acknowledgments of payments and unconditional releases of mechanics' and materialmen's liens in the form of *Exhibit Y-1* from the Contractors and Subcontractors listed in clauses (i) and (ii) below for all work, services and materials, including equipment and fixtures of all kinds, done, performed or furnished for the construction of the Project through the last day covered by the immediately preceding Advance Request, except for such work, services and materials the payment for which does not exceed, in the aggregate $10,000,000 and is being disputed in good faith, so long as (1) such proceedings shall not involve any substantial danger of the sale, forfeiture or loss of the Project, or any Mortgaged Property, as the case may be, title thereto or any interest therein and shall not interfere in any material respect with the Project or any Mortgaged

Property and (2) adequate cash reserves have been provided therefor through an allocation in the Anticipated Cost Report. The Persons required to provide such lien releases are:

(i) The Prime Contractor and each of its first tier trade subcontractors and materialmen under the Prime Construction Contract; and

(ii) (A) Each Contractor party to a "fixed price" contract and (B) each other Contractor and each of its first tier trade subcontractors and materialmen, in each case with a value or contract price in excess of $100,000 (or with respect to suppliers and vendors who are located outside the United States and do not provide labor at the Site, $200,000).

(b) *Conditional Releases.* Duly executed acknowledgments of payments and releases of mechanics' and materialmen's liens in the form of *Exhibit Y-2* from the Contractors and Subcontractors listed in clauses (i) and (ii) below for all work, services and materials, including equipment and fixtures of all kinds, done, performed or furnished for the construction of the Project from the last day covered by the immediately preceding Advance Request through the last day covered by the current Advance Request except for such work, services and materials the payment for which does not exceed, in the aggregate $10,000,000 and is being disputed in good faith, so long as (1) such proceedings shall not involve any substantial danger of the sale, forfeiture of loss or the Project or any Mortgaged Property, as the case may be, title thereto or any interest therein and shall not interfere in any material respect with the Project or any Mortgaged Property and (2) adequate cash reserves have been provided therefor through an allocation in the Anticipated Cost Report. The Persons required to provide such lien releases are:

(i) The Prime Contractor and each of its first tier trade subcontractors and materialmen under the Prime Construction Contract;

(ii) (A) Each Contractor party to a "fixed price" contract and (B) each other Contractor and each of its first tier trade subcontractors and materialmen, in each case with a value or contract price in excess of $100,000 (or, with respect to suppliers and vendors who are located outside the United States and do not provide labor at the Site, $200,000).

Notwithstanding the foregoing, if the Company or any Contractor does not obtain any of the foregoing waivers and releases of liens required under clauses (a) or (b) above (collectively, "*Outstanding Releases*"), then instead of delivering such Outstanding Releases and as a condition to any progress or other payment from the proceeds of the requested Advance, the Company may obtain and provide to the Disbursement Agent from the Title Insurer bonds or endorsements to the title insurance policies insuring the lien free status of the work and the Mortgaged Property; *provided, however,* that at no time shall the aggregate of all Outstanding Releases represent work with an aggregate value in excess of $2,000,000.

The Disbursement Agent may rely on the certification by the Company and the Construction Consultant set forth in their respective certificates relating to the requested Advance in determining that all Contractors and Subcontractors required to deliver lien releases pursuant to clauses (a) and (b) above have delivered the same unless the Disbursement Agent shall have actual knowledge that the Company's certification is inaccurate.

3.3.8 *Title Policy Endorsement.* The Disbursement Agent shall have received a commitment from the Title Insurer, attached to the Advance Request, evidencing the Title Insurer's unconditional commitment to issue an endorsement to each of the Bank Agent's and the Indenture Trustee's Title Policy in the form of a 122 CLTA Endorsement insuring the continuing priority of the Lien of each Deed of Trust as security for the requested Advance and confirming

and/or insuring that (i) since the previous disbursement from the Disbursement Account, there has been no change in the condition of title unless permitted by the Financing Agreements, and (ii) there are no intervening liens or encumbrances which may then or thereafter take priority over the respective Liens of the Deeds of Trust other than Permitted Encumbrances and such intervening liens or encumbrances securing amounts the payment of which is being disputed in good faith by the Company, so long as the Disbursement Agent has received confirmation from the applicable Funding Agents that the Title Insurer has delivered to such Funding Agents any endorsement to the respective Title Policies required or desirable to assure against loss to the Project Secured Parties due to the priority of such lien or encumbrance.

3.3.9 *Permits.* The Company shall have certified (and, as set forth in the Construction Consultant's certificate related to the requested Advance, the Construction Consultant shall not have become aware of any inaccuracies in the Company's certification) that:

(a) Other than exceptions to any of the following that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect: (i) each of the Loan Parties has obtained and holds all Permits described in *Exhibit M* as required as of the date this representation is deemed made, (ii) all such Permits are in full force and effect and each of the Loan Parties has performed and observed all requirements of such Permits to the extent required to be performed by the date this representation is deemed made, (iii) no event has occurred which allows or results in, or after notice or lapse of time would allow or result in, revocation, modification, suspension or termination by the issuer thereof or in any other impairment of the rights of the holder of any such Permit, (iv) no such Permits contain any restrictions, either individually or in the aggregate, that are burdensome to any of the Loan Parties, or to the operation of the business of any such Loan Party or any property owned, leased or otherwise operated by such Person, (v) the Company has no knowledge that any Governmental Authority is considering limiting, modifying, suspending, revoking or renewing on burdensome terms any such Permit, and (vi) each of the Loan Parties reasonably believes that each such Permit will be timely renewed and complied with, without undue expense or delay;

(b) with respect to any of the Permits described in *Exhibit M* as not yet required to be obtained (other than the gaming license), (i) each such Permit is of a type that is routinely granted on application and compliance with the conditions for issuance and (ii) no facts or circumstances exist which indicate that any such Permit will not be timely obtainable without undue expense or delay by the Company or the applicable Person, respectively, prior to the time that it becomes required; and

(c) the Buy-Sell Agreement is in full force and effect.

3.3.10 *Additional Documents*. With respect to any Material Project Documents entered into or obtained, transferred or required (whether because of the status of the construction or operation of the Project or otherwise) since the date of the most recent Advance, (a) if such Material Project Document constitutes a Contract, there shall be an Additional Contract Certificate delivered by the Company to the Disbursement Agent, the Funding Agents and the Construction Consultant in accordance with *Section 6.1* and redelivery of such matters as are described in *Section 3.1.1*, *Section 3.1.4* and, if requested by any Funding Agent or the Disbursement Agent, *Section 3.1.8*, in each case, to the extent not previously addressed and (b) if such Material Project Document does not constitute a Contract the Bank Agent shall have confirmed that the Company has complied with the requirements of *Section 7.23* of the Bank Credit Agreement. The Disbursement Agent may rely upon the certification of the Company set forth in the relevant Advance Request or, if applicable, the Company's Opening Date Certificate or Completion Certificate in determining whether an Additional Project Document has been

entered into since the date of the most recent Advance under the Disbursement Agent shall have actual knowledge that the Company's certification is inaccurate.

3.3.11 *Plans and Specifications*. The Disbursement Agent and the Construction Consultant shall have received copies of all Plans and Specifications which, as of the date of the requested Advance Date, constitute Final Plans and Specifications to the extent not theretofore delivered. The Disbursement Agent may rely upon the certification of the Company set forth in the relevant Advance Request or, if applicable, in the Company's Opening Date Certificate or Completion Certificate, in order to establish satisfaction of this condition unless the Disbursement Agent shall have actual knowledge that the Company's certification is inaccurate.

3.3.12 *Proceeds.* The Company shall be in compliance with *Sections 5.1.1* and *5.9*, and no demands for funds shall be outstanding under *Sections 5.9.1* or *5.9.2*.

3.3.13 *Fees and Expenses.* The Company shall have paid or arranged for payment out of the requested Advance of all fees, expenses and other charges then due and payable by it under this Agreement, the other Financing Agreements, the Bank Agent Fee Letter, the Disbursement Agent Fee Letter, the FF&E Agent Fee Letter or under any agreements between the Company and any of the Independent Consultants. The Disbursement Agent shall be entitled to rely upon the certification of the Company in the relevant Advance Request or, if applicable, in the Company's Opening Date Certificate or Completion Certificate, in determining that this condition has been satisfied unless the Disbursement Agent shall have actual knowledge that the Company's certification is inaccurate.

3.3.14 *Insurance.* Insurance complying in all material respects with the requirements of *Section 5.20* shall be in place and in full force and effect. The Disbursement Agent shall be entitled to rely upon the certification of the Company in the relevant Advance Request or, if applicable, in the

Company's Opening Date Certificate or Completion Certificate, in determining that this condition has been satisfied unless the Disbursement Agent shall have actual knowledge that the Company's certification is inaccurate.

3.3.15 *As-Built Survey.* At the time of the first Advance Request occurring after completion of the foundation work for each phase of the Project, the Company shall cause an updated as-built survey to be delivered to the Construction Consultant and the Disbursement Agent satisfactory in form and substance to the Title Insurer and each Funding Agent and otherwise complying with the requirements of clauses (a) through (f) of *Section 3.1.27*. The Disbursement Agent shall be entitled to rely upon the certification of the Company in the relevant Advance Request or, if applicable, in the Company's Opening Date Certificate or Completion Certificate, in determining that this condition has been satisfied unless the Disbursement Agent shall have actual knowledge that the Company's certification is inaccurate.

3.3.16 *Project Security.* All of the Security Documents shall continue to be in full force and effect and all actions necessary or desirable (including all filings) in the reasonable opinion of the Funding Agents party thereto to perfect the security interests granted therein as a valid security interest over the Project Security thereunder having the priority contemplated therefor by this Agreement and the Security Documents shall have been taken or made. All property, rights and assets required for the Project shall be free and clear of all encumbrances except for Permitted Liens. The Disbursement Agent shall be entitled to rely upon the certification of the Company in the relevant Advance Request or, if applicable, in the Company's Opening Date Certificate or Completion Certificate, in determining that this condition has been satisfied unless the Disbursement Agent shall have actual knowledge that the Company's certification is inaccurate.

3.3.17 *Litigation.* Except as set forth on *Exhibit R-1* on the Closing Date, no action, suit, proceeding or investigation of any kind shall have been instituted or, to the Company's knowledge,

pending or threatened, including actions or proceedings of or before any Governmental Authority, to which any Loan Party, the Project or, to the knowledge of the Company, any Major Project Participant (other than any Loan Party), is a party or is subject, or by which any of them or any of their properties or the Project are bound that could reasonably be expected to have a Material Adverse Effect nor is the Company aware of any reasonable basis for any such action, suit, proceeding or investigation and no injunction or other restraining order shall have been issued and no hearing to cause an injunction or other restraining order to be issued shall be pending or noticed with respect to any action, suit or proceeding if the same could reasonably be expected to have a Material Adverse Effect. The Disbursement Agent shall be entitled to rely upon the certification of the Company in the relevant Advance Request or, if applicable, in the Company's Completion Certificate, in determining that this condition has been satisfied unless the Disbursement Agent shall have actual knowledge that the Company's certification is inaccurate.

3.3.18 *In Balance Requirement.* The Project shall be In Balance.

3.3.19 *No Restriction.* No order, judgment or decree of any court, arbitrator or governmental authority shall purport to enjoin or restrain any of the Bank Lenders, the FF&E Lenders or the Indenture Trustee from making the Advances to be made by it on the requested Advance Date. The Disbursement Agent shall be entitled to rely upon a certification of the Company in the relevant Advance Request or, if applicable, in the Company's Opening Date Certificate or Completion Certificate, in determining that this condition has been satisfied unless the Disbursement Agent shall have actual knowledge that the Company's certification is inaccurate.

3.3.20 *Violation of Certain Regulations.* The making of the requested Advance shall not violate any law including Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System. The Disbursement Agent shall be entitled to rely upon the certification of the Company in the relevant Advance Request or, if applicable, in the Company's Opening Date Certificate or Completion Certificate, in determining that this condition has been satisfied unless the Disbursement Agent shall have actual knowledge that the Company's certification is inaccurate.

3.3.21 *Material Adverse Effect.* Since **[December 31, 2001]**, there shall not have occurred any change in the Project Budget, in the economics or feasibility of constructing and/or operating the Project, or in the financial condition, business or property of the Loan Parties, any of which could reasonably be expected to have a Material Adverse Effect. Neither the Bank Lenders nor the FF&E Lenders shall have become aware after the date hereof of any information or other matter affecting any Loan Party, any Project Credit Support Provider, the Project or the transactions contemplated hereby that is inconsistent in a material and adverse manner with any such information or other matter disclosed to the Bank Lenders or the FF&E Lenders. The Disbursement Agent shall be entitled to rely on the certification by the Company in the relevant Advance Request or, if applicable, in the Company's Opening Date Certificate or Completion Certificate, in determining that this condition has been satisfied unless the Disbursement Agent shall have actual knowledge that the Company's certification is inaccurate.

3.3.22 *Water Rights.* There shall be in place arrangements reasonably satisfactory to the Bank Lenders and the FF&E Lenders ensuring that the Company will have the benefit of the necessary water rights to develop and operate the Project as contemplated in the Financing Agreements. Specifically, the following conditions shall have been satisfied:

(a) the Required Minimum Contingency shall have been increased by $5,000,000 as provided in the proviso to the definition of "Required Minimum Contingency"; or

(b) the following conditions shall have been satisfied:

(i) The Company shall have delivered to the Bank Agent and the Indenture Trustee a copy of an order issued by the PUC approving the Bank DIIC Deed of Trust and the Second Mortgage Notes DIIC Deed of Trust;

(ii) After receipt of the order of the PUC approving the Bank DIIC Deed of Trust and the Second Mortgage Notes DIIC Deed of Trust described in clause (i) above, Desert Inn Improvement shall have executed the Bank DIIC Deed of Trust and the Second Mortgage Notes DIIC Deed of Trust;

(iii) (A) The Title Insurer shall have delivered to the Bank Agent evidence in form and substance satisfactory to the Bank Agent that the lender's A.L.T.A. policy of title insurance issued for the benefit of the Bank Lenders on the Closing Date also insures Desert Inn Improvement has fee simple title to the Water Utility Land, free and clear of liens, encumbrances and other exceptions to title except DIIC Permitted Encumbrances and the Bank DIIC Deed of Trust is (or will be when recorded) a valid lien on the "Trust Estate" (as defined in such Deed of Trust) entitled to the priority described therein, free and clear of all liens, encumbrances and exceptions to title whatsoever, other than DIIC Permitted Encumbrances and (B) the Title Insurer shall have delivered to the Indenture Trustee evidence in form and substance substantially similar to the evidence delivered to the Bank Agent under clause (A) above that the lender's A.L.T.A. policy of title insurance issued for the benefit of the Second Mortgage Note Holders on the Closing Date also insures Desert Inn Improvement has fee simple title to the Water Utility Land, free and clear of liens, encumbrances and other exceptions to title except DIIC Permitted Encumbrances and the Second Mortgage Notes DIIC Deed of Trust is (or will be when recorded) a valid lien on the "Trust Estate" (as defined in such Deed of Trust) entitled to the priority described therein, free and clear of all liens, encumbrances and exceptions to title whatsoever, other than DIIC Permitted Encumbrances; and

(iv) Desert Inn Improvement shall have executed duplicate original notices of pledge substantially similar to the notice of pledge delivered by Valvino pursuant to *Section 3.1.42* or otherwise in form and substance satisfactory to the Bank Agent describing Nevada Permit to Appropriate Nos. 13393 (certificate no. 4731), 16938 (certificate no. 4765), 16939 (certificate no. 4766), 24558 (certificate no. 7828), 24560 (certificate no. 7827), 24561 (certificate no. 7829), and 25223 (certificate no. 7830) and such notices of pledge shall have been completed and delivered to the Disbursement Agent. The Company hereby authorizes the Disbursement Agent to complete the recording information from the Bank DIIC Deed of Trust and the Second Mortgage Notes DIIC Deed of Trust) and to file them with the Nevada State Engineer promptly after recordation of such Deeds of Trust, together with a Report of Conveyance and Abstract of Title for each permit.

The Disbursement Agent shall be entitled to rely on the certification by the Company in the relevant Advance Request or, if applicable, in the Company's Opening Date Certificate or Completion Certificate, in determining that the conditions set forth in this Section have been satisfied unless the Disbursement Agent shall have actual knowledge that the Company's certification is inaccurate.

3.3.23 *Subcontracts.*

(a) Solely with respect to the initial Advance of funds from the Second Mortgage Notes Proceeds Account, (i) the Prime Contractor shall have entered into Subcontracts in respect of seventy percent (70%) of the guaranteed maximum price under the Prime Construction Contract and (ii) the Company shall have executed guaranteed maximum price Contracts in

respect of fifty percent (50%) of the total costs reflected in the Project Budget for the "Interior Furnishings/Signage/Electronic Systems," "Miscellaneous Capital Projects," "Golf Course Construction," and Parking Garage" Line Item Categories and copies of all such Subcontracts and Contracts shall have been delivered to the Construction Consultant. The Company shall have certified in the Company's Advance Certificate that such Subcontracts and Contracts are consistent with the Project Budget, the Project Schedule and the Plans and Specifications.

(b) Solely with respect to the initial Advance of funds from the Bank Credit Facility, (i) the Prime Contractor shall have entered into Subcontracts in respect of ninety percent (90%) of the guaranteed maximum price under the Prime Construction Contract and (ii) the Company shall have executed guaranteed maximum price Contracts in respect of seventy percent (70%) of the total costs reflected in the Project Budget for the "Interior Furnishings/Signage/Electronic Systems," "Miscellaneous Capital Projects," "Golf Course Construction," and Parking Garage" Line Item Categories; and copies of all such Subcontracts and Contracts shall have been delivered to the Construction Consultant. The Company shall have certified in the Company's Advance Certificate that such Subcontracts and Contracts are consistent with the Project Budget, the Project Schedule and the Plans and Specifications.

(c) The Company shall have delivered a copy of (i) each Contract with a value or contract price in excess of $500,000, (ii) each Subcontract entered into by the Prime Contractor with a value or contract price in excess of $500,000, and (iii) each Subcontract with a value or contract price in excess of $500,000 entered into by any other Contractor who is not party to a fixed price Contract, and (iv) a copy of any Payment and Performance Bond required pursuant to *Section 5.14* hereof to the Disbursement Agent, the Construction Consultant and Bank Agent promptly after mutual execution and delivery thereof.

3.3.24 *Funding of Equity.* Solely with respect to the initial Advance of funds from the Second Mortgage Notes Proceeds Account, the Construction Consultant has certified that cash or property in the amount of $ **[ ]** has been applied to the payment of Project Costs, as set forth in the Construction Consultant's Advance Certificate.

3.3.25 *Updated Consultant Certificates and Reports.* Solely with respect to the initial Advance of funds from the Second Mortgage Notes Proceeds Account, each of the Bank Agent, the Representatives of the Underwriters, the FF&E Agent and the Disbursement Agent shall have received an updated Construction Consultant's Report in form and substance satisfactory to each such Person which will address (i) construction progress for the period from the Closing Date through the initial Advance from the Second Mortgage Notes Proceeds Account and (ii) the Plans and Specifications that have been completed through such period.

3.3.26 *Unincorporated Materials.* Delivery to the Disbursement Agent and the Construction Consultant of a written inventory in the form of *Appendix X* to the Company's Advance Request identifying all materials, machinery, fixtures, furniture, equipment or other items purchased or manufactured for incorporation into the Project but which, at the time of the Advance Request, (i) are not located at the Site and for which the Company has paid all or a portion of the purchase price, or (ii) are located at the Site but are not expected to be incorporated into the Project within thirty (30) days after such Advance Request (such materials, specifically excluding live plants, the "*Unincorporated Materials*") and including the value thereof, together with evidence reasonably satisfactory to the Construction Consultant and the Disbursement Agent that the following conditions have been satisfied with respect to such Unincorporated Materials:

(a) all Unincorporated Materials for which full payment has previously been made or is being made with the proceeds of the Advance to be disbursed are, or will be, upon full payment owned by the Company, as evidenced by the bills of sale, certificates of title or other

evidence reasonably satisfactory to the Construction Consultant, and all lien rights or claims of the supplier has been or will be released simultaneously with such full payment and all amounts, if any, required to be paid to the supplier thereof with respect to the installation of such Unincorporated Materials (including any Retainage Amounts);

(b) the Company believes that the Unincorporated Materials consist of fabricated or unfabricated components that conform to the Final Plans and Specifications and that will be ready for incorporation into the Project upon delivery thereof;

(c) all Unincorporated Materials are properly inventoried, securely stored, protected against theft and damage at the Site or at such other location which has been specifically identified by its complete address to the Construction Consultant and the Disbursement Agent (or if the Company cannot provide the complete address of the current storage location, the Company shall list the name and complete address of the applicable contracting party supplying or manufacturing such Unincorporated Materials);

(d) With respect to any Unincorporated Materials as to which deposit or other partial payments have been made or will be made out of the requested Advance (but which have not been and will not be fully paid after giving effect to the requested Advance), (i) the Project Secured Parties have, or will have upon payment with the proceeds of the requested Advance, a perfected security interest in the Unincorporated Materials comprising portions of either the Resort Component or the FF&E Component and/or Contract therefor, and (ii) the FF&E Secured Parties have, or will have upon payment with the proceeds of the requested Advance, a perfected security interest in the Unincorporated Materials comprising portions of the FF&E Component and/or any Contract therefor; in each case, with the priority therein contemplated by the Security Documents (and with respect to Unincorporated Materials not stored at the Site with a value in excess of $5,000,000 (excluding items located outside of the United States or in transit from jurisdictions outside of the United States) or any Contracts in excess of $5,000,000, the Company shall have executed and delivered to the Disbursement Agent such additional security documents (including, without limitation, financing statements, security agreements, collateral access agreements, consents of manufacturers, vendors, warehousemen and bailees) required by the laws of any jurisdiction necessary to grant the Secured Parties such security interest in such Unincorporated Materials);

(e) are insured against casualty, loss and theft for an amount equal to their replacement costs in accordance with *Section 5.20;*

(f) the value of Unincorporated Materials located at the Site but not expected to be incorporated into the Project within the ensuing calendar month at any time is not more than $10,000,000;

(g) the amounts paid by the Company in respect of Unincorporated Materials not at the Site at any one time is not more than $20,000,000;

(h) the amount of contract deposits for Unincorporated Materials at any one time is not more than $30,000,000;

(i) the Construction Consultant shall have confirmed the accuracy of the certification required in subparagraph (c) above, and in connection therewith the Construction Consultant may, but shall not be required to, visit the site of and inspect the Unincorporated Materials at the Company's expense; and

(j) The Disbursement Agent and the Construction Consultant, at the request of the Company, may from time to time mutually agree to increase the thresholds set forth in *Sections 3.3.26(f), (g)* and *(h)* above.

3.3.27 *Cash Management Account.* With respect to an Advance Request which requests that funds be deposited in the Soft Costs Cash Management Sub-Account or the Hard Costs Cash Management Sub-Account, the Company shall have substantiated (a) to the Construction Consultant's satisfaction (as set forth in the Construction Consultant's Advance Certificate), in the manner contemplated by the Advance Request, that the amounts previously drawn by the Company from the Hard Costs Cash Management Sub-Account have been used to pay Hard Costs in accordance with the Project Budget and (b) to the Disbursement Agent's satisfaction, in the manner contemplated by the Advance Request, that amounts previously drawn by the Company from the Soft Costs Cash Management Sub-Account have been used to pay Soft Costs in accordance with the Project Budget. After giving effect to the requested Advance, the balance in the Soft Costs Cash Management Sub-Account will not exceed $3,000,000 and the Hard Costs Cash Management Sub-Account will not exceed $1,000,000 in each case, unless approved by the Disbursement Agent in accordance with *Section 2.3.5.*

3.3.28 *Company's Payment Account.* With respect to an Advance Request which requests that funds be deposited in the Company's Payment Account, the Company shall have substantiated to the Construction Consultant's satisfaction (as set forth in the Construction Consultant's Advance Certificate), in the manner contemplated by the Advance Request, that the amounts previously drawn by the Company from such Account have been used to pay Project Costs in the amounts specified in the previous Advance Requests.

3.3.29 *FF&E Component.* At the time of any Advance Request for payment of Project Costs with respect to the FF&E Component, the Company shall have specified in such Advance Request the items of Eligible FF&E Equipment that comprise the portion of the FF&E Component for which payment is requested in such Advance Request and the FF&E Lenders shall have approved (or deemed to have approved) such Eligible FF&E Equipment in accordance with *Section 2.4.1(e).*

3.3.30 *Suspension of Performance.* Construction of the Project is proceeding in accordance with the Project Schedule and the Final Plans and Specifications and no Major Project Participant or first tier Subcontractor under the Prime Construction Contract has suspended performance or otherwise repudiated its obligation to perform any duty or obligation under its respective Material Project Document or Subcontract. The Disbursement Agent may rely upon the certification of the Company set forth in the relevant Advance Request, or if applicable, in the Company's Opening Date Certificate or Completion Certificate, in order to establish satisfaction of this condition unless the Disbursement Agent shall have actual knowledge that the Company's certification is inaccurate.

3.3.31 **[OTHER CONDITIONS TO COME BASED ON DUE DILIGENCE**]

3.3.32 *Other Documents.* The Disbursement Agent and each of the Bank Agent, the Representatives of the Underwriters and the FF&E Agent shall have received such other documents and evidence as are customary for transactions of this type as each such Person may reasonably request in

connection with the transactions contemplated hereby.

3.4 ***No Waiver or Estoppel.***

3.4.1 The occurrence of Closing Date and making of any Advance hereunder shall not preclude any Funding Agent from later asserting that (and enforcing any remedies it may have if) any representation, warranty or certification made or deemed made by the Company in connection with such Advance was not true and accurate when made. No course of dealing or waiver by any Funding Agent or Secured Party in connection with any condition precedent to any Advance under this Agreement or any Facility Agreement shall impair any right, power or remedy of any such Funding Agent or Secured Party with respect to any other condition precedent, or be construed to be a waiver thereof; nor shall the action of any Funding Agent or Secured Party in respect of any Advance affect or impair any right, power or remedy of any Funding Agent or Secured Party in respect of any other Advance.

3.4.2 Unless otherwise notified to the Company by a Funding Agent or Secured Party and without prejudice to the generality of *Section 3.4.1*, the right of any Funding Agent or Secured Party to require compliance with any condition under this Agreement or its respective Facility Agreement which may be waived by such Funding Agent or Secured Party in respect of any Advance is expressly preserved for the purpose of any subsequent Advance.

3.5 ***Waiver of Conditions.***

From the initial funding of the Second Mortgage Notes through Exhaustion of the amounts on deposit in the Second Mortgage Notes Proceeds Account, the Indenture Trustee (acting under the Second Mortgage Notes Indenture) shall be entitled to waive the conditions precedent under *Sections 3.2* and *3.3* of this Agreement with respect to Advances from the Second Mortgage Notes Proceeds Account and the Company's Funds Account without Bank Agent's or the FF&E Agent's consent. After Exhaustion of the amounts on deposit in the Second Mortgage Notes Proceeds Account, Bank Agent (acting under the Bank Credit Agreement) shall be entitled to waive the conditions precedent under *Section 3.3* with respect to Advances under the Bank Credit Facility and from the Company's Funds Account without the Indenture Trustee's or the FF&E Agent's consent. The FF&E Agent (acting under the FF&E Facility Agreement) shall at all times be entitled to waive the conditions precedent under *Section 3.3* with respect to Advances under the FF&E Facility without the Bank Agent's or the Indenture Trustee's consent.

ARTICLE 4.
—REPRESENTATIONS AND WARRANTIES

The Company makes all of the following representations and warranties to and in favor of the Funding Agents, the Lenders and the Disbursement Agent as of the Closing Date and the date of each Advance, except as such representations relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects as of such earlier date). All of these representations and warranties shall survive the Closing Date and the Advances until, with respect to each Funding Agent and the Lenders, the Obligations under such Funding Agent's and Lenders' respective Facilities have been repaid in full in immediately available funds and their respective Facility Agreements and the other respective Financing Agreements and the commitments thereunder have terminated.

4.1 ***Organization.*** Each of the Loan Parties is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite corporate or limited liability company power and authority to carry on its business as now conducted and (i) to own or hold under lease and operate the properties it purports to own or hold under lease, (ii) to carry on its business as now being conducted and as now proposed to be conducted in respect of the Project, (iii) to incur Indebtedness and create a Lien on its property, and (iv) to execute, deliver and perform under each of the Operative Documents to which it is a party.

4.2 ***Authorization; No Conflict.*** Each of the Loan Parties has taken all necessary corporate or limited liability company action, as the case may be, to authorize the execution, delivery and performance of the Financing Agreements and the other Operative Documents to which it is a party, and neither the execution, delivery or performance thereof nor the consummation of the transactions contemplated thereby by each such Loan Party, (a) does or will contravene the formation documents or any other Legal Requirement then applicable to or binding on each such Loan Party, (b) does or will contravene or result in any breach or constitute any default under, or result in or require the creation of any Lien upon any of such Loan Party's properties or under any security or agreement or instrument to which such Loan Party is a party or by which it or any of its respective properties may be bound, except for Permitted Liens or (c) does or will require the consent or approval of any Person other than as set forth on *Schedule 4.2* or listed on *Exhibit M*.

4.3 ***Legality, Validity and Enforceability.*** Each of the Operative Documents to which the Loan Parties are a party is a legal, valid and binding obligation of each such Loan Party, as the case may be, enforceable against the Loan Parties, as the case may be, in accordance with its terms, subject only to bankruptcy and similar laws and principles of equity. None of the Operative Documents to which the Loan Parties are a party has been amended or modified except in accordance with this Agreement.

4.4 ***Compliance with Law, Permits and Operative Documents.*** Each Loan Party is in compliance with all Legal Requirements (including all Environmental Laws) and Permits and Operative Documents to which it is a party, and no notices of violation of any Permit or Operative Document relating to the Project have been issued, entered or received by any Loan Party, in each case, except for non-compliance or violations that could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

4.5 ***Permits.*** There are no Permits that are required or will become required under existing Legal Requirements for the ownership, development, construction, financing or operation of the Project, other than the Permits described in *Exhibit M*. *Exhibit M* accurately states the stage in construction by which each such Permit is required to be obtained. Each Permit described in *Exhibit M* as required to be obtained by the date that this representation is deemed to be made is in full force and effect and is not at such time subject to any appeals or further proceedings or to any unsatisfied condition (that is required to be satisfied by the date that this representation is deemed to be made) that could reasonably be expected to materially and adversely modify any Permit, to revoke any Permit, to restrain or prevent the construction or operation of the Project or otherwise impose adverse conditions on the Project or the financing contemplated under the Financing Agreements. Each Permit described in *Exhibit M* as not required to have been obtained by the date that this representation is deemed to be made (other

than the gaming license) is of a type that is routinely granted on application and compliance with the conditions for issuance. The Company has no reason to believe that any Permit so indicated will not be obtained before it becomes necessary for the ownership, development, construction, financing or operation of the Project or that obtaining such Permit will result in undue expense or delay. Neither the Company nor any of its Affiliates are in violation of any condition in any Permit the effect of which could reasonably be expected to have a Material Adverse Effect.

4.6 ***Litigation.*** Except as set forth on *Exhibit R-1* (as the same may be updated from time to time by the Company), there are no pending or, to the Company's knowledge, threatened actions, suits, proceedings or investigations of any kind, including actions or proceedings of or before any Governmental Authority, to which any Loan Party or Major Project Participant (other than any Loan Party) is a party or is subject, or by which any of them or any of their properties or the Project are bound that could reasonably be expected to have a Material Adverse Effect nor, is the Company aware of any reasonable basis for any such action, suit, proceeding or investigation.

4.7 ***Financial Statements.***

4.7.1 The consolidated and consolidating financial statements of Valvino and its consolidated Subsidiaries (including Wynn Las Vegas and its consolidated Subsidiaries), delivered to the Lenders pursuant to *Section 3.1.16* on the Closing Date, were, and, in the case of financial statements to be delivered after the Closing Date pursuant to *Section 5.6.5*, will be, prepared in conformity with GAAP and fairly present in all material respects the financial position (on a consolidated and consolidating basis) of the entities described in such financial statements as of the respective dates thereof and the results of operations and cash flows (on a consolidated and consolidating basis) of the entities described therein for each of the periods then ended, subject, in the case of any such unaudited financial statements, to changes resulting from audit and normal year-end adjustments. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as approved by the firm of accountants mentioned in the Bank Credit Agreement

and disclosed in such financial statements). Valvino and its Subsidiaries do not have any material "*Guarantee Obligations*" (as defined in the Bank Credit Agreement), contingent liabilities and liabilities for taxes, or any long-term leases or unusual forward or long-term commitments, including, without limitation, any interest rate or foreign currency swap or exchange transaction or other obligation in respect of derivatives, that are not reflected in the most recent financial statements referred to in this paragraph and that, in accordance with GAAP, are required to be reflected in such financial statements. During the period from **[ ] [ ]**, 200**[ ]** to and including the Closing Date there has been no "*Disposition*" (as defined in the Bank Credit Agreement), by Valvino or any of its Subsidiaries of any material part of its business or property.

4.7.2 Since December 31, 2001, there has been no development or event that has or could reasonably be expected to have a Material Adverse Effect.

4.8 ***Security Interests.***

(a) The security interests granted to the Secured Parties pursuant to the Security Documents in the Project Security (i) constitute as to personal property included in the Project Security and, with respect to subsequently acquired personal property included in the Project Security, will constitute, a perfected security interest under the UCC and/or other applicable law and (ii) have, and, with respect to such subsequently acquired property, will have been perfected under the UCC and/or other applicable law as aforesaid, and (A) as among the Secured Parties, with the priority contemplated by the Project Lenders Intercreditor Agreement and the FF&E Intercreditor Agreement and (B) as between the Secured Parties and any third Persons, grant the Secured Parties superior priority and rights over the rights of any such third Persons now existing or hereafter arising whether by way of mortgage, lien, security interests, encumbrance, assignment or otherwise, subject to the rights and priorities of Permitted Liens. All such action as is necessary has been taken to establish and perfect the Secured Parties' rights in and to the Project Security, including any recording, filing, registration, giving of notice or other similar action (other than perfection of the Project Secured Parties' lien in any motor vehicles, which shall be accomplished within fifteen (15) days aft the Closing Date). As of the Closing Date, no filing, recordation, re-filing or re-recording other than as listed on *Exhibit P* is necessary to perfect and maintain the perfection of the interest, title or Liens of the Security Documents, and on the Closing Date all such filings or recordings will have been made (other than perfection of the Project Secured Parties' lien in any motor vehicles, which shall be accomplished within fifteen (15) days aft the Closing Date) except for any filings or recordings for Liens as to which the Title Insurer has issued or committed to issue a title policy acceptable to the Funding Agents. The Loan Parties have properly delivered or caused to be delivered to the Disbursement Agent all Project Security that requires perfection of the Lien and security interest described above by possession.

(b) No authorization, approval or other action by, and no notice to or filing with, any Governmental Authority is required for either (i) the pledge or grant by the Loan Parties of the Liens purported to be created in favor of the Secured Parties pursuant to any of the Security Documents, or (ii) the exercise by the Disbursement Agent, or the other Secured Parties of any rights or remedies in respect of any Project Security (whether specifically granted or created pursuant to any of the Security Documents or created or provided for by applicable law), except for filings or recordings contemplated by *Section 4.8(a)* above or as set forth on *Exhibit P* (as the same may be updated from time to time by the Company and delivered to the Funding Agents).

(c) Except such as may have been filed in favor of the Funding Agents as contemplated by *Section 4.8(a)* above or as set forth on *Exhibit P*, no effective UCC financing statement, fixture filing or other instrument similar in effect covering all or any part of the Project Security is on file in any filing or recording office.

(d) All information supplied to the Disbursement Agent and the Funding Agents by or on behalf of the Loan Parties or any of their Affiliates with respect to any of the Project Security is accurate and complete in all material respects.

4.9 ***Existing Defaults.*** There is no default or event of default under any of the Operative Documents and no Potential Event of Default or Event of Default hereunder.

4.10 ***Taxes.***

4.10.1 The Company has filed, or caused to be filed, all tax and informational returns that are required to have been filed by it in any jurisdiction, and has paid all taxes shown to be due and payable on such returns and all other taxes and assessments payable by it, to the extent the same have become due and payable (other than (x) those taxes that it is contesting in good faith and by appropriate proceedings and (y) those taxes not yet due, provided that with respect to each of clause (x) and (y) the Company has established reserves therefore by allocating, in the Anticipated Cost Report amounts that are adequate for the payment thereof and are required by GAAP).

4.10.2 The Company has not incurred any material tax liability in connection with the Project or the other transactions contemplated by the Operative Documents which has not been disclosed in the financial statements delivered under *Section 5.6.5*.

4.11 ***Business, Debt, Etc.*** None of Wynn Las Vegas, Capital Corp. and Wynn Design has conducted any business other than a Permitted Business. The Company has no outstanding Indebtedness other than Indebtedness incurred under the Financing Agreements or permitted under the Financing Agreements.

4.12 ***Representations and Warranties.*** As of the Closing Date (in each case except to the extent related to a different date in which case such representations and warranties shall be true and correct in all material respects as of such earlier date), all representations and warranties of each Loan Party and, to the Company's knowledge, each Major Project Participant (other than any Loan Party) contained in the Financing Agreements and/or Material Project Documents, as applicable, are true and correct in all material respects and the Company hereby confirms each such representation and warranty of the Company with the same effect as if set forth in full herein.

4.13 ***Environmental Laws.*** The Loan Parties: (i) are, and within the period of all applicable statutes of limitation have been, in material compliance with all applicable Environmental Laws; and (ii) reasonably believe that material compliance with all applicable Environmental Law that is or is expected to become applicable to any of them will be timely attained and maintained.

(a) To the knowledge of the Company, Hazardous Substances are not present at, on, under, in, or about any real property now or formerly owned, leased or operated by any of the Loan Parties, or at any other location (including, without limitation, any location to which Hazardous Substances have been sent for re-use or recycling or for treatment, storage, or disposal) which could reasonably be expected to (i) give rise to liability of any of the Loan Parties under any applicable Environmental Law or otherwise result in costs to any of the Loan Parties that could reasonably be expected to have a Material Adverse Effect, or (ii) materially interfere with any of the Loan Parties' continued operations, or (iii) materially impair the fair saleable value of any real property owned or leased by any of the Loan Parties.

(b) Except as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, there is no judicial, administrative, or arbitral proceeding (including any notice of violation or alleged violation) under or relating to any Environmental Law to which any of the Loan Parties is, or to the knowledge of the Company will be, named as a party that is pending or, to the knowledge of the Company, threatened.

(c) No Loan Party has received any written request for information, or been notified that it is a potentially responsible party, under or relating to the federal Comprehensive Environmental Response, Compensation, and Liability Act or any similar Environmental Law.

(d) Except as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, no Loan Party has entered into or agreed to any consent decree, order, or settlement or other agreement, or is subject to any judgment, decree, or order or other agreement, in any judicial, administrative, arbitral, or other forum for dispute resolution, relating to compliance with or liability under any Environmental Law or Environmental Claim.

(e) Except as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect no Loan Party has assumed or retained, by contract or operation of law, any liabilities of any kind, fixed or contingent, known or unknown, under any Environmental Law or with respect to any Hazardous Substances.

(f) Except as could not, individually or in the aggregate reasonably be expected to have a Material Adverse Effect, (i) Hazardous Materials Activities are not presently occurring, and, to the Company's knowledge, have not previously occurred, at, on, under, in or about any real estate now or formerly owned, leased or operated by any of the Loan Parties, and (ii) none of the Loan Parties have ever engaged in any Hazardous Materials Activities at any location.

4.14 ***Utilities.*** All utility services necessary for the construction and the operation of the Project for its intended purposes are or will be available at the Site as and when required on commercially reasonable terms.

4.15 ***In Balance Requirement.*** As of each Advance Date the Project is In Balance.

4.16 ***Sufficiency of Interests and Project Documents.***

4.16.1 Wynn Las Vegas owns the Site and the Site Easements (other than the Mortgaged Property encumbered or to be encumbered by Valvino, Palo, Wynn Resorts Holdings and Desert Inn Improvement) in fee simple. Wynn Las Vegas has a valid leasehold estate or easement interest, as the case may be, in the portions of the Site described in the Affiliate Real Estate Agreements. Wynn Resorts Holdings owns the Golf Course Land, Palo owns the Palo Home Site Land, Desert Inn Improvement owns the Water Utility Land and Valvino owns the Phase II Land, in each case, in fee simple. Other than those services to be performed and materials to be supplied that can be reasonably expected to be commercially available when and as required, the Company owns or holds under lease all of the property interests and has entered into all documents and agreements necessary to develop, construct, complete, own and operate the Project (including access to sufficient water rights) on the Mortgaged Property and in accordance with all Legal Requirements and the Project Schedule and as contemplated in the Operative Documents.

4.16.2 Each of the Funding Agents has received a true, complete and correct copy of each of the Material Project Documents in effect or required to be in effect as of the date this representation is made or deemed made (including all exhibits, schedules, side letters and disclosure letters referred to therein or delivered pursuant thereto, if any). A list of all Project Documents entered into as of the Closing Date is attached hereto as *Exhibit U*. Each Material Project Document is in full force and effect, enforceable against the Persons party thereto in accordance with its terms, subject only to bankruptcy and similar laws and principles of equity.

4.16.3 All conditions precedent to the obligations of the respective parties (other than the Company) under the Material Project Documents have been satisfied, except for such conditions precedent which by their terms cannot be met until a later stage in the construction or operation of the Project, and the Company has no reason to believe that any such condition precedent which

could reasonably be expected to have a Material Adverse Effect cannot be satisfied on or prior to the appropriate stage in the development, construction or operation of the Project.

4.17 ***Intellectual Property.*** The Company owns or has the right to use all patents, trademarks, permits, service marks, trade names, copyrights, franchises, formulas, licenses and other rights with respect thereto, that are necessary for the operation of its business as contemplated in the Operative Documents, except where failure to obtain such rights could not reasonably be expected to result in a Material Adverse Effect. Nothing has come to the attention of the Company to the effect that any product, process, method, substance, part or other material presently contemplated to be sold by or employed by the Company in connection with its business will infringe any license or other right owned by any other Person.

4.18 ***Project Budget; Summary Anticipated Cost Report.***

4.18.1 The Project Budget (a) is, to the Company's knowledge as of the Closing Date, based on reasonable assumptions as to all legal and factual matters material to the estimates set forth therein, (b) as of the Closing Date is consistent with the provisions of the Operative Documents in all material respects, (c) has been and will be prepared in good faith and with due care, (d) as of the Closing Date sets forth, for each Line Item Category, the total costs anticipated to be incurred to achieve Completion on the Scheduled Completion Date and to achieve Final Completion promptly thereafter, (e) fairly represents the Company's expectation as to the matters covered thereby as of its date, and (f) as of the Closing Date sets forth a total amount of Project Costs, including contingencies, which is equal to the Available Funds.

4.18.2 The aggregate anticipated costs to complete the "Work" (as defined in the Prime Construction Contract) as set forth the anticipated cost report to be provided (from time to time) by the Prime Contractor to the Company under *Section 7.5.4* of the Prime Construction Contract and as reasonably approved by the Construction Consultant, is not less than the amount set forth in the amount set forth in column I ("Anticipated Costs") of the "Marnell Corrao GMP Contract" Line Item Category in the Summary Anticipated Cost Report.

4.18.3 The Summary Anticipated Cost Report (as in effect from time to time) sets forth in column I ("Anticipated Costs") thereof:

(a) for the "Capitalized Interest and Commitment Fees" Line Item Category, the total amount of interest anticipated to be accrued on the Facilities through the Scheduled Completion Date;

(b) for each Line Item Category, an aggregate amount equal to the aggregate amount set forth for such Line Item Category in the Project Budget then in effect;

(c) for each Line Item Category other than the "Construction Contingency" Line Item Category, an amount no less than the total anticipated costs to be incurred by the Company from the commencement through the completion of the work contemplated by such Line Item Category, as determined by the Company and (i) with respect to Hard Costs, approved by the Construction Consultant in the Construction Consultant's certificate dated the date on which this representation is made or deemed made and (ii) with respect to Soft Costs, approved by the Disbursement Agent; and

(d) is true and correct in all material respects.

4.18.4 The Anticipated Cost Report (as in effect from time to time):

(a) sets forth in column I ("Anticipated Costs") thereof, for each Line Item other than the "Hard Cost Construction Contingency" and the "Soft Cost Construction Contingency" Line Items, an amount no less than the total anticipated costs to be incurred by the Company

from the commencement through the completion of the work contemplated by such Line Item, as determined by the Company and (i) with respect to Hard Costs, approved by the Construction Consultant in the Construction Consultant's certificate dated the date on which this representation is made or deemed made and (ii) with respect to Soft Costs, approved by the Disbursement Agent; and

(b) is true and correct in all material respects.

4.18.5 Each Line Item Category Detailed Anticipated Cost Report (as in effect from time to time) for each Line Item Category of the Project Budget accurately reflects the detail underlying the Summary Anticipated Cost Report with respect to each Line Item of such Line Item Category described therein.

4.18.6 The Monthly Requisition Report (as in effect from time to time):

(a) sets forth in column D ("Revised Project Budget") thereof the amount allocated to each Line Item Category pursuant to the Project Budget then in effect;

(b) is true and correct in all material respects.

4.19 ***Fees and Enforcement.*** Other than amounts that have been paid in full or will have been paid in full by the Closing Date, no fees or taxes, including without limitation stamp, transaction, registration or similar taxes, are required to be paid by the Loan Parties for the legality, validity, or enforceability of this Agreement or any of the other Operative Documents.

4.20 ***ERISA.*** Either (a) there are no ERISA Plans or Multiemployer Plans for the Company or any member of the Controlled Group or (b) (i) the Company and each member of the Controlled Group have fulfilled their obligations (if any) under the minimum funding standards of ERISA and the Code for each ERISA Plan and for contributions to any Multiemployer Plan; (ii) each Plan is in compliance in all material respects with the currently applicable provisions of ERISA and the Code; (iii) neither the Company nor any member of the Controlled Group has not incurred any liability to the PBGC or an ERISA Plan under Title IV of ERISA (other than liability or contributions for premiums due in the ordinary course). Assuming that the credit extended hereunder does not involve the assets of any Plans for the Company or any member of the Controlled Group, neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will involve a "prohibited transaction" with respect to any Plans within the meaning of 406 of ERISA or *Section 4975* of the Code which is not exempt under *Section 408* of ERISA or under *Section 4975(d)* of the Code.

4.21 ***Subsidiaries and Beneficial Interest.*** As of the Closing Date, Wynn Resorts, Limited is the sole member of Valvino. As of the Closing Date, the direct Subsidiaries of Valvino and each other Loan Party are shown on *Exhibit AA* and neither Valvino nor any other Loan Party has any direct Subsidiaries or owns the whole or any part of the issued share capital or other direct ownership interest of any company or corporation or other Person except as shown on *Exhibit AA.* Valvino is the sole member of Wynn Resorts Holdings, and as such, Valvino has the power and authority to execute documents on behalf of Wynn Resorts Holdings. Wynn Resorts, Limited, a Nevada corporation, is the managing member of Valvino, and as such, Wynn Resorts, Limited has the power and authority to execute documents on behalf of both Valvino and Wynn Resorts Holdings.

4.22 ***Labor Disputes and Acts of God.*** Neither the business nor the properties of any Loan Party, nor, to the knowledge of the Company, any Major Project Participant is affected by any fire, explosion, accident, strike, lockout or other labor dispute (except as set forth in *Exhibit R-2* as in effect on the Closing Date), drought, storm, hail, earthquake, embargo, act of God or of the public enemy, or other casualty or event of force majeure, that could reasonably be expected to have a Material Adverse Effect.

4.23 ***Liens.*** Except for Permitted Liens, the Loan Parties have not secured or agreed to secure any Indebtedness by any Lien upon any of their present or future revenues or assets or Capital Stock. The Loan Parties do not have outstanding any Lien or obligation to create Liens on or with respect to any of their properties or revenues, other than Permitted Liens and as provided in the Security Documents.

4.24 ***Title.*** Except as set forth on *Schedule 4.24*, each of the Loan Parties owns and has good, legal and beneficial title to the property, assets and revenues of the Project which it purports to grant Liens pursuant to the Security Documents free and clear of all Liens, except Permitted Liens.

4.25 ***Investment Company Act.*** None of Wynn Las Vegas, Capital Corp., Wynn Design and any of their respective Affiliates is an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940.

4.26 ***Project Schedule.*** To the Company's knowledge, the Project Schedule accurately specifies in summary form the work that the Company proposes to complete in each calendar quarter from the Closing Date through the Final Completion of the Project, all of which is expected to be achieved.

4.27 ***Proper Subdivision.*** Each of the Phase II Land, the Golf Course Land, the Water Utility Land and the Casino Land has been properly subdivided or entitled to exception therefrom, and constitutes a separate legal lot or parcel.

4.28 ***Location of Accounts and Records.*** The Company's books of accounts and records are located at 3145 Las Vegas Boulevard South, Las Vegas, Nevada. Wynn Las Vegas' federal employer identification number is 88-0494875. Capital Corp.'s federal employer identification number is 46-0484992. Wynn Design's federal employer identification number is 88-0462235.

4.29 ***Regulation U, Etc..*** None of the Loan Parties are engaged principally, or as one of its principal activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (as defined in Regulations T, U or X of the Federal Reserve Board), and no part of the proceeds of the Advances or the revenues from the Project will be used by the Company or any other Loan Party to purchase or carry any such margin stock or to extend credit to others for the purpose of purchasing or carrying any such margin stock or otherwise in violation of Regulations T, U or X.

4.30 ***Governmental Regulation.*** No Loan Party other than Desert Inn Improvement is subject to regulation under the Public Utility Holding Company Act of 1935, the Federal Power Act, or the Interstate Commerce Act or registration under the Investment Company Act of 1940 or under any other federal or state statute or regulation which may limit or condition its ability to incur Indebtedness other than the Nevada Gaming Laws which may otherwise render all or any portion of the Obligations unenforceable. Desert Inn Improvement is a public utility subject to regulation by the Public Utilities Commission of Nevada. Incurrence of the Obligations under the Financing Agreements complies with all applicable provisions of the Nevada Gaming Laws subject to any informational filings or reports required by Nevada Gaming Commission Regulation Section 8.130, which filings and reports shall be made within thirty (30) days prior to the end of the calendar quarter in which Closing Date occurs and subject to the receipt of requisite approvals from the Nevada Gaming Authorities relating to the pledges of Capital Stock of the Loan Parties that are license or registered which shall be sought by the Company prior to the Opening Date when the gaming license is applied for.

4.31 ***Solvency.*** Each Loan Party is, and after giving effect to the incurrence of all Indebtedness and obligations being incurred in connection with the Operative Documents will be and will continue to be, Solvent.

4.32 ***Plans and Specifications.*** The Plans and Specifications (a) are, to the Company's knowledge as of the Closing Date, based on reasonable assumptions as to all legal and factual matters material thereto, (b) are, and except to the extent permitted under *Sections 6.1* and *6.2* will be from time to time, consistent with the provisions of the Operative Documents in all material respects and with the "*Premises and Assumptions*" (as defined in the Prime Construction Contract), (c) have been prepared in good faith with due care, and (d) fairly represent the Company's expectation as to the matters covered thereby. The Final Plans and Specifications (i) have been prepared in good faith with due care, and (ii) are accurate in all material respects and fairly represent the Company's expectation as to the matters covered thereby.

[OTHERS TO COME BASED ON DUE DILIGENCE]

ARTICLE 5.
—AFFIRMATIVE COVENANTS

The Company covenants and agrees, with and for the benefit of the Funding Agents, the Lenders and the Disbursement Agent that until this Agreement is terminated pursuant to *Section 11.20* hereof, it will:

5.1 ***Use of Proceeds; Repayment of Indebtedness.***

5.1.1 *Proceeds.* Deposit or cause to be deposited all funds received by or on behalf of the Company prior to the Final Completion Date into the applicable Company Account specified in *Article 2* of this Agreement. The Company shall not, until the Final Completion Date, open or establish any bank, deposit or any other accounts at any financial institution other than the accounts provided for herein.

5.1.2 *Project Costs.* Apply all proceeds described in *Section 5.1.1* above and all other amounts received by the Company and/or deposited in the Company Accounts only to pay Project Costs in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, the Company shall:

(a) not apply any funds or proceeds to the payment of Project Costs in respect of the FF&E Component other than in accordance with *Section 2.5* and the other terms and conditions hereof;

(b) apply amounts in the Soft Costs Cash Management Sub-Account only to pay Soft Costs as set forth in the Project Budget;

(c) apply amounts in the Hard Costs Cash Management Sub-Account only to pay Hard Costs as set forth in the Project Budget; and

(d) apply amounts in the Company's Payment Account only to pay Project Costs as set forth in the Project Budget and in the Advance Request pursuant to which such amounts were deposited in the Company's Payment Account.

5.1.3 *Repayment of Indebtedness.* Repay in accordance with its terms, all Indebtedness, including without limitation, all sums due under this Agreement and the other Financing Agreements but, in the case of any such Indebtedness the repayment of which is limited by any term of any Financing Agreement, repay subject to such limitation.

5.2 ***Existence, Conduct of Business, Properties, Etc.*** Except as otherwise expressly permitted (a) under this Agreement or (b) under *Section 6.4* of the Bank Credit Agreement, (i) maintain and preserve, and cause each other Loan Party to maintain and preserve, their existence and all rights, privileges and franchises necessary in the normal conduct of their business, and (ii) engage only in the businesses contemplated or permitted by the Financing Agreements and the Operative Documents.

5.3 ***Diligent Construction of the Project.*** Take or cause to be taken all action, make or cause to be made all contracts and do or cause to be done all things necessary to construct the Project diligently in accordance with the Prime Construction Contract, the Plans and Specifications and the other Operative Documents.

5.4 ***Compliance with Legal Requirements.*** Promptly and diligently (a) own (or, to the extent contemplated hereunder or under the other Financing Agreements, lease), construct, maintain and operate the Project in compliance in all material respects with all applicable Legal Requirements, including, but not limited to Environmental Laws and (b) procure, maintain and comply, or cause to be procured, maintained and complied with, in all material respects, all Permits required for any ownership, development, construction, financing, maintenance or operation of the Project or any part thereof at or before the time each such Permit becomes necessary for the ownership, development, construction, financing, maintenance or operation of the Project, as the case may be, as contemplated by the Operative Documents, except that the Company may, at its expense, contest by appropriate proceedings conducted in good faith the validity or application of any such Legal Requirements, provided that, (i) none of the Funding Agents, the Disbursement Agent, any of the Lenders or the Company would be subject to any criminal liability for failure to comply therewith and (ii) all proceedings to enforce such Legal Requirements against the Funding Agents, the Disbursement Agent, any of the Lenders, the Company, or the Project or any part of any of them, shall have been duly and effectively stayed during the entire pendency of such contest, except, unless any such proceedings are brought against any of the Lenders or the Disbursement Agent, where failure to procure such stay could not reasonably be expected to result in a Material Adverse Effect.

5.5 ***Books, Records, Access.*** Maintain adequate books, accounts and records with respect to the Company and each other Loan Party and the Project in compliance with the regulations of any Governmental Authority having jurisdiction thereof and, with respect to financial statements, in accordance with GAAP consistently applied. Subject to reasonable safety requirements and the rights of other Persons, the Company shall, at its cost and expense, permit employees or agents of the Funding Agents and the Construction Consultant at any reasonable times and upon reasonable prior notice to inspect the Project, to examine or audit all of the Company's books, accounts and records pertaining or related to the Project, to make copies and memoranda thereof. For all expenditures with respect to which Advances are made, the Company shall retain, until at least three (3) years after each Funding Agent has received the report specified in *Section 5.7.1* for the financial year in which the last Advance was made by such Funding Agent, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures.

5.6 ***Reports; Cooperation; Financial Statements.***

5.6.1 Prior to the Final Completion Date, deliver to the Funding Agents, the Construction Consultant and the Disbursement Agent together with each month's preliminary Advance Request (or if no Advance Request is submitted during any calendar month, within twenty (20) days following the end of such calendar month), a monthly status report describing in reasonable detail the progress of the construction of the Project since the immediately preceding report hereunder, including without limitation, the cost incurred to the end of such month, an estimate of the time and cost required to complete the Project and such other information which any Funding Agent or the Disbursement Agent may reasonably request including information and reports reasonably requested by the Construction Consultant.

5.6.2 Deliver to the Funding Agents and the Disbursement Agent together with each month's final Advance Request (or if no Advance Request is submitted during any calendar month, within twenty (20) days after the end of such calendar month), a monthly status report describing in reasonable detail the progress of the leasing activities with respect to the Project, if any, and all leases, if any, that have been entered into since the immediately preceding report hereunder.

5.6.3 Deliver to the Funding Agents, the Construction Consultant and the Disbursement Agent together with each month's preliminary Advance Request (or if no Advance Request is submitted during any calendar month, within twenty (20) days after the end of such calendar month), all progress reports provided by each Contractor pursuant to the Material Project Documents and such additional information as the Funding Agents or the Disbursement Agent may reasonably request.

5.6.4 Deliver to the Funding Agent, the Construction Consultant and the Disbursement Agent together with each month's preliminary Advance Request (or if no Advance Request is submitted during any calendar month, within twenty (20) days after the end of such calendar month), copies of any applicable bailee or Lien waivers delivered pursuant to *Section 5.13.1.3* of the Prime Construction Contract.

5.6.5 Deliver to the Funding Agents copies of all financial statements and certifications delivered under *Section 6.1* of the Bank Credit Agreement.

5.7 ***Notices.*** Promptly, upon acquiring notice or giving notice, or obtaining knowledge thereof, as the case may be, provide to the Disbursement Agent, and the Construction Consultant and the Funding Agents written notice of:

5.7.1 Any Event of Default or Potential Event of Default of which it has knowledge, specifically stating that an Event of Default or Potential Event of Default has occurred and describing such Event of Default or Potential Event of Default and any action being taken or proposed to be taken with respect to such Event of Default or Potential Event of Default.

5.7.2 Any event, occurrence or circumstance which reasonably could be expected to cause Project to not be In Balance or render the Company incapable of, or prevent the Company from (a) achieving the Completion Date on or before the Scheduled Completion Date or (b) meeting any material obligation of the Company under the Prime Construction Contract or the other Material Project Documents as and when required thereunder.

5.7.3 Any termination or event of default or notice thereof under any Material Project Document or any notice under Nevada Revised Statutes *Section 624.610* issued by any Contractor.

5.7.4 Any (a) fact, circumstance, condition or occurrence at, on, or arising from, the Mortgaged Property that results in noncompliance with any Environmental Law that has resulted or could reasonably be expected to result in a Material Adverse Effect, and (b) pending or, to the Company's knowledge, threatened, Environmental Claim against the Company, any Contractor or any Subcontractor arising in connection with its occupying or conducting operations on or at the Project, or the Mortgaged Property, which could reasonably be expected to have a Material Adverse Effect.

5.7.5 Any change in the Responsible Officers of the Company, and such notice shall include a certified specimen signature of any new officer so appointed and, if requested by any Funding Agent or the Disbursement Agent, satisfactory evidence of the authority of such new Responsible Officer.

5.7.6 Any proposed material change in the nature or scope of the Project or the business or operations of the Company.

5.7.7 Any notice of any schedule delay delivered under the Prime Construction Contract and all remedial plans and updates thereof.

5.7.8 Any other event or development which could reasonably be expected to have a Material Adverse Effect.

5.7.9 Promptly upon any Person becoming a Subsidiary of any of the entities comprising the Company, a written notice setting forth with respect to such Person the date on which such Person became a Subsidiary of any of the entities comprising the Company.

5.7.10 "*Substantial Completion*" or "*Final Completion*" certificates or notices delivered under any Contract.

5.8 ***Company Equity.***

5.8.1 *Event of Default; Bankruptcy.* Upon (a) the occurrence of an Event of Default, (b) the dissolution, liquidation or Bankruptcy of the Completion Guarantor or (c) the breach by the Completion Guarantor of any of its covenants and agreements under the Completion Guaranty, deposit or cause to be deposited in the Company's Funds Account, in cash, an amount equal to the amount of funds then on deposit in the Completion Guaranty Deposit Account. In the event that the Company fails to so deposit or cause to be deposited such funds, the Disbursement Agent shall be entitled to draw such funds from the Completion Guaranty Deposit Account and deposit such funds in the Company's Funds Account. In the event that after the transfer of such funds such Event of Default or breach by the Completion Guarantor is cured, and the Company obtains additional Advances hereunder, such funds shall be returned to the Completion Guaranty Deposit Account (minus any portion of such funds that has been expended prior to the date such Event of Default or breach is cured).

5.8.2 *Contingencies.* At such times, if ever, as the Project is not In Balance, the Company shall deposit or cause to be deposited in the Company's Funds Account in cash, funds in an amount that would cause the Project to be In Balance.

5.8.3 *Completion Guaranty Deposit Account; Liquidity Reserve Account.*

(a) The Company shall not apply any funds on deposit in the Completion Guaranty Deposit Account or the Liquidity Reserve Account except as permitted in this *Section 5.8.3(a)*. From and after the Fifty Percent Completion Date, the Company may withdraw any such funds for the sole purpose of transferring such funds to the Company's Funds Account first, from the Completion Guaranty Deposit Account, and *second*, when no funds remain in the Completion Guaranty Deposit Account, from the Project Liquidity Reserve Account, but only if the following conditions shall have been satisfied:

(i) the amount of funds withdrawn shall not exceed $80,000,000 amortized from and after the Fifty Percent Completion Date at a rate such that, from time to time, (A) the ratio of (x) the amortized portion of the $80,000,000 to (y) $80,000,000 shall equal (B) the ratio of (x) Hard Costs incurred from and after the Fifty Percent Completion Date in accordance with the Project Budget and allocated to the following Line Item Categories: "Marnell Corrao GMP Contract," "Interior Furnishings/Signage/Electronic Systems," "Miscellaneous Capital Projects," "Golf Course" and "Parking Garage" to (y) fifty percent (50%) of the total amount of Hard Costs set forth in the Project Budget (as then in effect) under the following Line Item Categories: "Marnell Corrao GMP Contract," "Interior Furnishings/Signage/Electronic Systems," "Miscellaneous Capital Projects," "Golf Course" and "Parking Garage"; and

(ii) the Company shall have certified, and the Construction Consultant shall have confirmed, that such funds are necessary to pay cost-overruns (other than in respect of a

Scope Change) and are not as a result of any Scope Change (or cost overrun with respect to a Scope Change).

(b) From and after the Completion Date, the Company may apply any funds then on deposit in the Completion Guaranty Deposit Account towards the payment of Project Costs as provided in *Section 2.5.4*.

5.9 ***Indemnification; Costs and Expenses.*** Pay all amounts required to be paid by the Company pursuant to *Section 11.15*.

5.10 ***Material Project Documents and Permits.*** Deliver to the Disbursement Agent, the Funding Agents and the Construction Consultant promptly, but in no event later than twenty (20) days after the receipt thereof by the Company, copies of (a) all Material Project Documents and Permits obtained or entered into by the Company or any other Loan Party after the Closing Date, (b) any amendment, supplement or other modification to any Permit received by the Company or any other Loan Party after the Closing Date.

5.11 ***Storage Requirements for Off-Site Materials and Deposits.*** Cause all Unincorporated Materials to be stored and identified in accordance with the requirements of *Section 3.3.26*.

5.12 ***Security Interest in Newly Acquired Property.*** If the Company or any Loan Party shall at any time acquire any interest in property not covered by the Security Documents (other than property in which, pursuant to the Financing Agreements, the Company or such Loan Party is not required to grant a security interest in favor of any Secured Party) or enter into a Material Project Document, and if the same is not automatically perfected, by virtue of the after-acquired property clause of the Security Document, promptly upon such acquisition or execution, execute, deliver and record or cause such Loan Party to execute, deliver and record a supplement to the Security Documents reasonably satisfactory in form and substance to each Funding Agent, if any, who, pursuant to the Financing Agreements, is entitled to have a security interest in such property, subjecting such interests to the Lien and security interests created by the applicable Security Documents (with the priority contemplated thereby in favor of each Secured Party).

5.13 ***Plans and Specifications.*** Provide to the Disbursement Agent and the Construction Consultant copies of, and maintain at the Site, a complete set of Final Plans and Specifications, as in effect from time to time.

5.14 ***Payment and Performance Bonds.*** Cause the Prime Contractor to cause each Subcontractor (working under a Subcontract with a value or contract price of more than $25,000,000), upon execution of its Subcontract, to provide a Payment and Performance Bond to secure its obligations under its respective Subcontract. Cause the Prime Contractor to within five (5) days after the Closing Date, provide the Prime Contractor Payment and Performance Bond to secure its obligations under the Prime Construction Contract. Each such Payment and Performance Bond shall name the Bank Agent and the Indenture Trustee as additional obligees and shall otherwise be in form and substance reasonably satisfactory to the Disbursement Agent. Promptly after receipt thereof, deliver the originals of such Payment and Performance Bonds to the Disbursement Agent with a copy to the Construction Consultant.

5.15 ***Retainage Amounts.*** Withhold from each Contractor providing labor at the Site (excluding the Parking Structure Contractor), and cause each such Contractor to withhold from its first tier Subcontractors performing labor at the Site, a retainage equal to ten (10%) of each payment made to such Contractor or Subcontractor pursuant to its respective Contract or Subcontract; *provided, however,* that at such time as (i) the applicable Contractor or Subcontractor shall have completed fifty percent (50%) of the work under its respective Contract or Subcontract and (ii) if a Payment and Performance Bond is required under *Section 5.14* with respect to such Contract or Subcontract, the Company shall have obtained a "Consent of Surety to Reduction in or Partial Release of Retainage" (AIA form

G707A) from the surety that issued such Payment and Performance Bond and delivered such consent to the Disbursement Agent with a copy to the Construction Consultant, then the retainage withheld may be reduced from ten (10%) percent to five (5%) percent of the contract value as adjusted by change orders, if any.

5.16 ***Construction Consultant***.

(a) Cooperate and cause the Project Architect, the Prime Contractor, the Golf Course Designer, the Aqua Theater Designer and the Golf Course Contractor to cooperate with the Construction Consultant in the performance of the Construction Consultant's duties hereunder and under the Construction Consultant Engagement Agreement. Without limiting the generality of the foregoing, the Company shall and shall cause the Project Architect, the Prime Contractor, the Golf Course Designer, the Aqua Theater Designer and the Golf Course Contractor to: (i) communicate with and promptly provide all invoices, documents, plans and other information reasonably requested by the Construction Consultant relating to the work, (ii) authorize any subcontractors or subconsultants of any tier to communicate directly with the Construction Consultant regarding the progress of the work, (iii) provide the Construction Consultant with access to the Site and, subject to required safety precautions, the construction areas, (iv) solely in the case of the Prime Contractor, provide the Construction Consultant with reasonable working space and access to telephone, copying and telecopying equipment and (v) otherwise facilitate the Construction Consultant's review of the construction of the Project and preparation of the certificates required hereby.

(b) Pay or cause to be paid to the Construction Consultant out of the Advances made hereunder all amounts required hereunder and under the Construction Consultant Engagement Agreement.

(c) In addition to any other consultation required hereunder, following the end of each quarter, upon the request of any Funding Agent, consult with any such Person regarding any adverse event or condition identified in any report prepared by the Construction Consultant.

(d) Deliver to the Construction Consultant, no less frequently than every thirty (30) days, an Anticipated Cost Report as in effect from time to time.

5.17 ***Preserving the Project Security.***

Undertake and cause the other Loan Parties to undertake, all actions which are necessary or appropriate in the reasonable judgment of the Funding Agents to (i) maintain the Secured Parties' respective security interests under the Security Documents in the Project Security in full force and effect at all times (including the priority thereof), and (ii) preserve and protect the Project Security and protect and enforce the Company's rights and title and the respective rights of the Secured Parties to the Project Security, including, without limitation, the making or delivery of all filings and recordations, the payments of fees and other charges, the issuance of supplemental documentation, the discharge of all claims or other liens other than Permitted Liens adversely affecting the respective rights of the Secured Parties to and under the Project Security and the publication or other delivery of notice to third parties.

5.18 ***Management Letters.*** Deliver to the Funding Agents and the Disbursement Agent a copy of any "management letter" or other similar communication received by the Company from the Reviewing Accountant in relation to the Company's financial, accounting and other systems, management or accounts.

5.19 ***Governmental and Environmental Reports.*** Deliver to the Funding Agents, the Disbursement Agent and the Construction Consultant copies of all material reports required to be filed by the Company with any Governmental Authority and any reports with respect to Environmental Matters.

5.20 ***Insurance.*** The Company shall, and shall cause each Loan Party, to at all times maintain full force and effect the insurance policies and programs listed on *Exhibit O*.

5.21 ***Application of Insurance and Condemnation Proceeds.*** If any Event of Loss shall occur with respect to the Project or any other asset of any Loan Party, the Company shall and shall cause each other Loan Party (a) promptly upon discovery or receipt of notice thereof to provide written notice thereof to the Disbursement Agent, and (b) diligently to pursue all its rights to compensation against all relevant insurers, reinsurers and/or Governmental Authorities, as applicable, in respect of such event to the extent that the Company or such Loan Party has a reasonable basis for a claim for compensation or reimbursement, including, without limitation, under any insurance policy required to be maintained hereunder. All amounts and proceeds (including instruments) in respect of any Event of Loss, including the proceeds of any insurance policy required to be maintained by the Company hereunder (collectively, "*Loss Proceeds*") shall be applied as provided in this Section. All Loss Proceeds (other than those in respect of the Aircraft Collateral which shall be governed by the FF&E Facility Agreement) shall be paid by the insurers, reinsurers, Governmental Authorities or other payors directly to the Disbursement Agent for deposit in the Company's Funds Account. If any Loss Proceeds are paid directly to the Company, any affiliate of the Company or any Funding Agent or Lender by any insurer, reinsurer, Governmental Authority, any landlord or grantor under the Affiliate Real Estate Agreements or such other payor, (i) such Loss Proceeds shall be received in trust for the Disbursement Agent, (ii) such Loss Proceeds shall be segregated from other funds of the Company or such other Person, and (iii) the Company or such other Person shall pay (or, if applicable, the Company shall cause such of its affiliates to pay) such Loss Proceeds over to the Disbursement Agent in the same form as received (with any necessary endorsement) for deposit in the Company's Funds Account. In the event that for a period of ninety (90) days after any Loss Proceeds are deposited in the Company's Funds Account, the Company is not permitted pursuant to the terms hereof to obtain Advances of such Loss Proceeds, then the Company shall use all other such proceeds and funds on deposit in the Completion Guaranty Deposit Account and the Project Liquidity Reserve Account to prepay the Bank Loans, the Second Mortgage Notes and the FF&E Facility in accordance with the Bank Credit Agreement, the Second Mortgage Notes Indenture and the FF&E Facility Agreement, respectively, in each case, subject to the Project Lenders Intercreditor Agreement and the FF&E Intercreditor Agreement.

5.22 ***Compliance with Material Project Documents.*** The Company shall comply duly and promptly, in all material respects, with its obligations, and enforce all of its respective rights under all Material Project Documents, except where the failure to comply or enforce such rights, as the case may be, could not reasonably be expected to have a Material Adverse Effect.

5.23 ***Utility Easement Modifications.*** The Company shall immediately commence and diligently proceed to cause all utility or other easements that would interfere with the construction or maintenance of the improvements within the Project to be removed as expeditiously as possible. In any event, the Company shall remove such easements before they interfere in any material respect with the prosecution in accordance with the Project Schedule of the work involved with the Project, and in any event, prior to the Opening Date. In the event such easements are not removed prior to such time as is reasonably determined by the Construction Consultant and the Company fails to provide title insurance to the Project Secured Parties in a form reasonably satisfactory to them insuring over any loss the Project Secured Parties may suffer as a result of Company's failure to so remove such easements, then the Company (a) agrees that the Disbursement Agent shall have the right to authorize such advances as it deems appropriate in order to remove or insure over the utility easements as exceptions to the title insurance policies in favor of the Project Secured Parties, and (b) hereby grants to the Disbursement Agent an irrevocable power of attorney to take such further steps in the name of the Company as the Construction Consultant determines are appropriate in order to remove or insure over such easements.

5.24 ***Construction on Site.*** The Company shall construct (a) the Golf Course only on the Golf Course Land pursuant to the Golf Course Lease, (b) the golf driving range only on the Phase II Land pursuant to the Driving Range Lease and (c) the remainder of the Project (excluding the Golf Course and the golf driving range) only on the portions of the Site owned by Wynn Las Vegas (excluding the Golf Course Land and the Phase II Land) provided that a portion of the "Entertainment Facility" (as defined in the Bank Credit Agreement) may encroach upon the Phase II Land.

5.25 ***FF&E Component.*** The Company shall from time to time update *Exhibit T-3* as necessary so that such Exhibit shall reflect an accurate description of the FF&E Component as contemplated in the definition of the term "FF&E Component."

ARTICLE 6.
—NEGATIVE COVENANTS

The Company covenants and agrees, with and for the benefit of the Funding Agents, the Lenders and the Disbursement Agent that until this Agreement is terminated pursuant to *Section 11.18* hereof, it shall not:

6.1 ***Waiver, Modification and Amendment.***

6.1.1 directly or indirectly enter into, amend, modify, terminate (except in accordance with its terms), supplement or waive a right or permit or consent to the amendment, modification, termination (except in accordance with its terms), supplement or waiver of any of the provisions of, or give any consent under (a) any Permit, the effect of which could reasonably be expected to have a Material Adverse Effect, (b) the Bylaws, Articles of Incorporation, Certificates of Formation or Operating Agreements of any Loan Parties, (c) the Construction Guaranty or any Payment and Performance Bond (i) without obtaining the Bank Agent's prior written consent, (ii) without obtaining the FF&E Lender's prior written consent and (iii) if such amendment, modification, termination, supplement or waiver is not permitted under *Section 4.28* and *4.29* of the Second Mortgage Notes Indenture, without obtaining (A) the consent of a majority in principal amount of the holders of the Second Mortgage Notes or (B) if the Second Mortgage Notes are then rated CCC+ or higher by S&P, a confirmation from the Rating Agencies that such amendment, waiver or other modification will not result in a Rating Downgrade (provided that the Loan Parties may amend, modify, terminate, supplement or waive any provision under (or provide a consent under) any document described in clauses (b) or (c) above if such amendment, modification, termination, supplement, waiver or consent (x) has no adverse effect on the Loan Parties or any Lender and (y) does not relate to any of the substantive non-consolidation related provisions in the organizational documents of the Loan Parties), or (d) any other Contract unless it could not reasonably be expected to have a Material Adverse Effect, and then only in accordance with the procedures set forth in *Section 6.1.2* or *Section 6.1.3*, as applicable, below (provided that the same shall not relieve the Company of the requirements of *Section 6.2*). Notwithstanding any of the foregoing, the Company may:

6.1.2 enter into Contracts consistent with the Plans and Specifications, the Project Schedule and the Project Budget, as each is in effect from time to time. Each such Contract shall be in writing and shall become effective when and only when: (i) the Company and the Contractor have executed and delivered the Contract (or, in the case of any purchase orders, such purchase order shall have otherwise become enforceable against the Company and the Contractor thereunder) (with the effectiveness thereof subject only to satisfaction of the conditions in clauses (ii), (iii), (iv), (v) and (vi) below); (ii) for Contracts constituting Material Project Documents, the Company has submitted to the Disbursement Agent an Additional Contract Certificate together with all exhibits, attachments and certificates required thereby (including the Construction Consultant's Certificate), each duly completed and executed; (iii) if entering into such Contract will result in an amendment

to the Project Budget, the Company has complied with the requirements of *Section 6.4;* (iv) if entering into such Contract will have the effect of a Scope Change, the Company has complied with the provisions of *Section 6.2;* (v) if entering into such Contract will cause the Project not to be In Balance, the Company has complied with the requirements of *Section 5.8.3;* (vi) if a Payment and Performance Bond is required under *Section 5.14* with respect to such Contract, the Company shall have obtained or delivered such Payment and Performance Bond to the Disbursement Agent and (vii) for contracts constituting Material Project Documents, the Disbursement Agent has acknowledged receipt of the materials referenced in clause (ii) above, as contemplated in the Additional Contract Certificate (which the Disbursement Agent agrees to promptly do upon receipt of said material);

6.1.3 from time to time, amend any Contracts. Any such amendment shall be in writing and shall identify with particularity all changes being made. Each such amendment shall be effective when and only when: (i) the Company and other Contractor have executed and delivered the contract amendment (or, in the case of any amendment to a purchase order, such amendment shall have otherwise become enforceable against the Company and the Contractor thereunder) (with the effectiveness thereof subject only to satisfaction of the conditions in clauses (ii), (iii), (iv), (v) and (vi) below); (ii) for Contracts constituting Material Project Documents, the Company has submitted to the Disbursement Agent a Contract Amendment Certificate together with all exhibits, attachments and certificates required thereby each duly completed and executed; (iii) if such amendment will result in an amendment to the Project Budget, the Company has complied with the requirements of *Section 6.4;* (iv) if such amendment will have the effect of a Scope Change, the Company has complied with the provisions of *Section 6.2;* (v) if such amendment will cause the Project not to be In Balance, the Company has complied with the requirements of *Section 5.8.3;* (vi) if a Payment and Performance Bond is required under *Section 5.14* with respect to such Contract, the Company shall have obtained the written consent of the surety that issued such Payment and Performance Bond to such amendment and delivered such consent to the Disbursement Agent with a copy to the Construction Consultant; and (vii) for Contracts constituting Material Project Documents, the Disbursement Agent has acknowledged its receipt of the materials referenced in clause (ii) and (vi) above, as contemplated in the Contract Amendment Certificate (which the Disbursement Agent agrees to promptly do upon receipt of said materials).

6.2 ***Scope Changes; Completion; Drawings.***

6.2.1 *Scope Changes.* Without obtaining the Required Scope Change Approval, direct, consent to or enter into any Scope Change if such Scope Change:

(a) will increase the amount of Project Costs unless the following clauses (i) and (ii) have been satisfied:

(i) (A) the Company causes common equity contributions in the amount of such increase to be made to the Company (other than from funds in the Completion Guaranty Deposit Account or the Project Liquidity Reserve Account) and deposited in the Company's Funds Account; or

(B) the Company allocates Realized Savings obtained with respect to a Line Item Category in the amount of such increase to pay for such Scope Change, which may occur if and only if the following conditions have been satisfied:

(1) the Company reasonably anticipates (and the Construction Consultant confirms) that the Opening Date shall occur:

(x) within 15 months from the date of such allocation, if such Scope Change will increase the amount of Project Costs allocated to the aqua theater,

(y) within 14 months from the date of such allocation, if such Scope Change will increase the amount of Project Costs allocated to the lake or mountain feature; or

(z) within 12 months from the date of such allocation, for all other Scope Changes;

(2) the Prime Contractor shall have entered into Subcontracts in respect of ninety-five percent (95%) of the guaranteed maximum price under the Prime Construction Contract; and

(3) the Company shall have executed guaranteed maximum price Contracts in respect of eighty percent (80%) of the total costs reflected in the Project Budget for the "Interior Furnishings/Signage/Electronic Systems," "Miscellaneous Capital Projects," "Golf Course Construction," and Parking Garage" Line Item Categories; and

(ii) the Company amends the Project Budget to the extent required under *Section 6.4.1* so as to reflect to the proposed Scope Change;

(b) is not, in the reasonable judgment of (i) the Company (in the case of any De Minimis Scope Change) and (ii) the Construction Consultant (in the case of any Scope Change that is not a De Minimis Scope Change), consistent with the requirements of *Exhibit X-1;*

(c) in the reasonable judgment of the (i) the Company (in the case of any De Minimis Scope Change) and (ii) the Construction Consultant (in the case of any Scope Change that is not a De Minimis Scope Change) (based on its experience, familiarity and review of the Project and representations provided by the Company, the Contractors and Subcontractors), could reasonably delay the Completion Date beyond the Scheduled Completion Date;

(d) in the reasonable judgment of (i) the Company (in the case of any De Minimis Scope Change) and (ii) the Construction Consultant (in the case of any Scope Change that is not a De Minimis Scope Change), could reasonably permit or result in any materially adverse modification or materially impair the enforceability of any material warranty under the Prime Construction Contract or any other Contract;

(e) in the reasonable judgment of the Company (in the case of any De Minimis Scope Change) and (ii) the Construction Consultant or the Project Architect (in the case of any Scope Change that is not a De Minimis Scope Change), is not permitted by a Project Document and could adversely impact the Project;

(f) in the reasonable judgment of (i) the Company (in the case of any De Minimis Scope Change) and (ii) the Construction Consultant (in the case of any Scope Change that is not a De Minimis Scope Change), could reasonably present a significant risk of the revocation or material adverse modification of any Permit;

(g) in the reasonable judgment of (i) the Company (in the case of any De Minimis Scope Change) and (ii) the Construction Consultant or the Project Architect (in the case of any Scope Change that is not a De Minimis Scope Change), could reasonably cause the Project or any portion thereof not to comply with Legal Requirements (provided that the Construction Consultant shall be entitled to determine that no violation of any Legal Requirement will occur on the basis of a certification by the Company to such effect unless the Construction Consultant is aware of any inaccuracies in such certification); or

(h) in the reasonable judgment of the Company could reasonably result in a material adverse modification, cancellation or termination of any insurance policy required to be maintained by the Company pursuant to *Section 5.20*.

Prior to implementing any Scope Change (other than a De Minimis Scope Change or the acceptance of non-conforming work), the Company shall submit an Additional Contract Certificate or Contract Amendment Certificate and otherwise comply with the provisions of *Sections 6.1.2* or *6.1.3*, as applicable. Prior to implementing any Scope Change (including a DeMinimis Scope Change but excluding the acceptance of non-conforming work) (x) under the Prime Construction Contract, the Company shall comply with *Section 18.10.1* of the Prime Construction Contract (including obtaining the written consent of the surety under the Prime Contractor Payment and Performance Bond to such Scope Change) and (y) under any other Contract, as to which the Company is required to obtain a Payment and Performance Bond pursuant to *Section 5.14*, the Company shall obtain the written consent of the surety under the relevant Payment and Performance Bond to such Scope Change.

6.2.2 *Substantial and Final Completion.* Accept (or be deemed to have confirmed) any notice of "*Substantial Completion*" or "*Final Completion*" of all or any portion of the Project issued by any Contractor under any Material Project Document (including, without limitation, *Sections 12.1* and *12.2* of the Prime Construction Contract) without the written approval of the Construction Consultant and the Project Architect (provided that the Construction Consultant and Project Architect shall act with due diligence and as promptly as possible in making their determination to approve or disapprove).

6.2.3 *Reduction of Retainage Amounts.* Reduce the level of Retainage Amounts withheld pursuant to *Section 5.6* of the Prime Construction Contract.

6.2.4 *Failure to Withhold Retainage Amounts.* Fail to withhold a sum equal to one hundred and fifty percent (150%) of the costs reasonably estimated by the Company (and confirmed by the Construction Consultant) as necessary to complete "*Punch List Items*" (as defined in the Prime

Construction Contract) as Retainage Amounts pursuant to *Section 5.7* of the Prime Construction Contract unless such retention is not permitted under applicable laws.

6.2.5 *Acceptance of Non-Conforming Work.* Accept any non-conforming "*Work*" (as defined in the Prime Construction Contract) pursuant to *Section 10.9* of the Prime Construction Contract unless the Company shall have complied with the requirements of *Section 6.2.1* above.

6.2.6 *Approval of the Schedule of Values.* (a) Approve the initial "*Schedule of Values*" (as defined in the Prime Construction Contract) or any change, modification or supplement thereto pursuant to *Section 5.1* of the Prime Construction Contract, without, in each case, the consent of the Construction Consultant or (b) fail to direct the Prime Contractor to adjust the Schedule of Values as contemplated in the last sentence of *Section 5.1* of the Prime Construction Contract as and when required by the Construction Consultant.

6.2.7 *Increase in Contractor's Fee.* Accept or agree to any increase in the Contractor's Fee (as defined in the Prime Construction Contract) for any reason, except to the extent required pursuant to *Section 18.5.2* of the Prime Construction Contract.

6.3 ***Amendment to Operative Documents.*** Enter into any agreement (other than this Agreement and the other Financing Agreements) restricting its ability to amend any of the Financing Agreements or other Operative Documents.

6.4 ***Project Budget and Project Schedule Amendment.*** Directly or indirectly, amend, modify, allocate, re-allocate or supplement or permit or consent to the amendment, modification, allocation,

re-allocation or supplementation of, any of the Line Item Categories or other provisions of the Project Budget or modify or extend the Scheduled Completion Date, except as follows:

6.4.1 *Permitted Budget Amendments.*

(a) Concurrently with the implementation of any Scope Change, the Company shall submit a Project Budget/Schedule Amendment Certificate and amend the Project Budget in accordance with the provisions of *Section 6.4.1(c)* below to the extent necessary so that the amount set forth therein for each Line Item Category shall reflect all Scope Changes that have been made to such Line Item Category.

(b) The Company may from time to time amend the Project Budget in accordance with the provisions of *Section 6.4.1(c)* in order to increase, decrease or otherwise reallocate amounts allocated to specific Line Item Categories.

(c) (i) The Company shall implement any amendment to the Project Budget by delivering to the Disbursement Agent a Project Budget/Schedule Amendment Certificate together with all exhibits, attachments and certificates required thereby, each duly completed and executed. Such Project Budget/Schedule Amendment Certificate shall describe with particularity the Line Item Category increases, decreases, contingency allocations, and other proposed amendments to the Project Budget.

(ii) Increases to the aggregate amount budgeted for any Line Item Category will only be permitted to the extent of (A) allocation of Realized Savings obtained in a different Line Item Category to the extent permitted under *Section 6.2.1*, (B) allocation of the previously unallocated amounts under the "Construction Contingency" Line Item Category (so long as after giving effect to such allocation the Unallocated Contingency Balance will equal or exceed the Required Minimum Contingency), or (C) allocation of an increase in Available Funds including additional funds deposited in the Company's Funds Account.

(iii) Decreases to any Line Item Category will only be permitted upon obtaining Realized Savings in such Line Item Category.

(d) Increases and decreases to particular Line Items set forth in column C ("Current Budget") of the Anticipated Cost Report or Column D " (Revised Project Budget") of the Monthly Requisition Report shall be permitted to the extent not inconsistent with the foregoing provisions of *Sections 6.4.1(a) and (c)* (except that the Company is not required to submit a Project Budget/Schedule Amendment Certificate in connection therewith); provided that increases to the "Hard Cost Construction Contingency" Line Item and the "Soft Cost Construction Contingency" Line Item shall only be permitted to the extent of (x) allocation of Realized Savings obtained in any Line Item Category or (y) an increase in Available Funds including additional funds deposited in the Company's Funds Account.

6.4.2 *Permitted Schedule Amendments.* The Company may, from time to time, amend the Project Schedule to extend the Scheduled Completion Date, but (except as permitted in the following sentence) not beyond Outside Completion Deadline, by delivering to the Disbursement Agent a Project Budget/Schedule Amendment Certificate (a) containing a revised Project Schedule reflecting the new Scheduled Completion Date and (b) complying with the provisions of *Section 6.4.1(c)* above with respect to the changes in the Project Budget that will result from the extension of the Scheduled Completion Date. If an Event of Loss or an Event of Force Majeure occurs, then the Company shall be permitted to extend the Scheduled Completion Date beyond the Outside Completion Deadline to the extent that the Company certifies in writing, and the Construction Consultant confirms, to the Disbursement Agent that such extension is reasonably

necessary to overcome any delays caused by the Event of Loss or Event of Force Majeure, provided that no such extension may extend beyond March 31, 2006.

6.4.3 *Amendment Certificates.* Upon submission of the Project Budget/Schedule Amendment Certificate to the Disbursement Agent, together with all exhibits, attachments and certificates required pursuant thereto, each duly completed and executed, such amendment shall become effective hereunder, and the Project Budget for the Project and, if applicable, the Project Schedule and the Scheduled Completion Date, shall thereafter be as so amended.

6.5 ***No Other Powers of Attorney.*** Execute or deliver any agreement creating any lien (other than Permitted Liens), powers of attorney (other than powers of attorney for signatories of documents permitted or contemplated by the Operative Documents), or similar documents, instruments or agreements, except to the extent such documents, instruments or agreements comprise part of the Security Documents.

6.6 ***Opening.*** Cause or permit the Opening Date to occur unless each of the Opening Conditions has been satisfied and the Company has delivered to the Disbursement Agent a certificate in the form of *Exhibit W-9* and has caused the Prime Contractor to deliver to the Disbursement Agent a certificate in the form of *Exhibit W-10*, the Construction Consultant has delivered to the Disbursement Agent a certificate in the form of *Exhibit W-11* to this Agreement and the Project Architect has delivered to the Disbursement Agent a certificate in the form of *Exhibit W-12* to this Agreement.

6.7 ***Zoning and Contract Changes and Compliance.*** (a) Initiate or consent to or acquiesce to any zoning downgrade of the Mortgaged Property or seek any material variance under any existing zoning ordinance except, in each case, to the extent such downgrade or variance could not reasonably be expected to materially and adversely affect the occupancy, use or operation of the Golf Course Land, the Phase II Land or the Casino Land, (b) use or permit the use of the Mortgaged Property in any manner that could result in such use becoming a non-conforming use (other than a non-conforming use otherwise in compliance with applicable land use laws, rules and regulations by virtue of a variance) under any zoning ordinance or any other applicable land use law, rule or regulation or (c) initiate or consent to or acquiesce to any change in any laws, requirements of Governmental Authorities or obligations created by private contracts which now or hereafter could reasonably be likely to materially and adversely affect the occupancy, use or operation of the Golf Course Land, the Phase II Land or the Casino Land.

6.8 ***No Joint Assessment; Separate Lots.*** Suffer, permit or initiate the joint assessment of any Mortgaged Property (i) with any other real property constituting a separate tax lot and (ii) with any portion of such Mortgaged Property which may be deemed to constitute personal property, or any other procedure whereby the lien of any taxes which may be levied against any such personal property shall be assessed or levied or charged to such Mortgaged Property as a single lien.

6.9 ***Additional Project Documents.*** Enter into or become a party to any Additional Project Document that is a Contract except (a) with the prior written consent of the Bank Agent or as permitted under *Section 6.1.2* and (b) if such Additional Project Document is a Material Project Document, upon delivery to the Bank Agent of (x) a Consent from each third party to such Additional Project Document and (y) each Delivery Requirement with respect to such Additional Project Document; *provided* that the consent of the Bank Agent shall not be required for a Loan Party to enter into Additional Project Documents (i) with Persons other than Affiliates of Loan Parties and (ii) pursuant to which the Loan Parties as a whole will incur obligations or liabilities with a value of not more than $5,000,000 with respect to any Additional Project Document, per year. Enter into or become a party to any Additional Project Document that does not constitute a Contract except in compliance with the requirements of *Section 7.23* of the Bank Credit Agreement.

6.10 ***Unincorporated Materials.*** Cause or permit (a) Unincorporated Materials located at the Site to exceed a value of $10,000,000 at any time, (b) amounts paid by the Company in respect of Unincorporated Materials not located at the Site to exceed a value of $20,000,000 at any time or (c) contract deposits for Unincorporated Materials to exceed a value of $30,000,000 at any time. The foregoing limits on Unincorporated Materials may be increased from time to time to an amount mutually agreed upon among the Company, the Construction Consultant and the Disbursement Agent.

[OTHERS TO COME BASED ON DUE DILIGENCE]

ARTICLE 7.
—EVENTS OF DEFAULT

7.1 ***Events of Default.*** The occurrence of any of the following events shall constitute an event of default ("*Event of Default*") hereunder:

7.1.1 *Other Financing Documents.* The occurrence of an "*Event of Default*" under and as defined (a) in the Bank Credit Agreement, (b) in the FF&E Facility Agreement or (c) in the Second Mortgage Notes Indenture.

7.1.2 *Failure to Demonstrate Balancing.* The failure, from time to time from and after the initial Advance of funds from the Second Mortgage Notes Proceeds Account, of the Project to be In Balance and such failure shall continue for thirty (30) days without being cured.

7.1.3 *Inability to Deliver Certificates.* The failure, for sixty (60) consecutive days, of the Company to submit an Advance Request which is approved.

7.1.4 *Misstatements; Omissions.* Any representation, warranty or certification confirmed or made in any Financing Agreement or any Material Project Document (including any Advance Request or other certificate submitted with respect to any Financing Agreement or Material Project Document) by any Loan Party or in any writing provided by any Loan Party in connection with the transactions contemplated by this Agreement shall be found to have been incorrect in any material respect when made or deemed to be made.

7.1.5 *Covenants.*

(a) The Company shall fail to perform or observe any of its obligations under *Sections 5.1.1, 5.1.2, 5.2(i), 5.8.1, 5.8.3, 5.20, 5.21, 6.1, 6.2, 6.3, 6.4, 6.6* or *6.7* hereof; or

(b) The Company shall fail to perform or observe any of its obligations under *Articles 5* or *6* hereof (other than those listed in *Section 7.1.5(a)* above) where such default shall not have been remedied within thirty (30) days after notice of such failure from the Disbursement Agent or any Funding Agent to the Company.

7.1.6 *Breach of Contracts.*

(a) Any Loan Party shall breach or default under any term, condition, provision, covenant, representation or warranty contained in any Contract with a contract price of value in excess of $5,000,000 and such breach or default shall continue unremedied for ten (10) days after the

earlier of (i) the Company or any other Loan Party becoming aware of such breach or default or (ii) receipt by the Company or any other Loan Party of notice from the Disbursement Agent or any Funding Agent of such breach or default; or

(b) Any party (other than a Loan Party) shall breach or default under any term, condition, provision, covenant, representation or warranty contained in any Contract with a contract value in excess of $5,000,000 and such breach or default shall continue unremedied

for thirty (30) days after the earlier of (i) the Company or any other Loan Party becoming aware of such breach or default or (ii) receipt by the Company or any other Loan Party of notice from the Bank Agent or any Lender of such breach or default; *provided*, *however*, that (A) if the breach or default is reasonably susceptible to cure within sixty (60) days but cannot be cured within such thirty (30) days despite such other party's good faith and diligent efforts to do so, the cure period shall be extended as is reasonably necessary beyond such thirty (30) day period (but in no event longer than sixty (60) days) if remedial action reasonably likely to result in cure is promptly instituted within such thirty (30) day period and is thereafter diligently pursued until the breach or default is corrected and (B) no Event of Default shall be deemed to have occurred as a result of such breach if the Company provides written notice to the Funding Agents immediately upon (but in no event more than two (2) Banking Days after) the Company or any Loan Party becoming aware of such breach that the Company intends to replace such Contract (or that replacement is not necessary) and (1) the Company obtains a replacement obligor or obligors reasonably acceptable to the Disbursement Agent (in consultation with the Construction Consultant) for the affected party (if in the judgment of the Disbursement Agent (in consultation with the Construction Consultant) a replacement is necessary), (2) the Company enters into a replacement Contract in accordance with *Section 6.1* on terms no less beneficial to the Company and the Secured Parties in any material respect than the Contract so breached within sixty (60) days of such breach (if in the reasonable judgment of the Disbursement Agent (in consultation with the Construction Consultant) a replacement is necessary); *provided, however* that the replacement Contract may require the Company to pay amounts to the replacement obligor in excess of those that would have been payable under the breached Contract if such additional payments in the reasonable judgment of the Disbursement Agent, in consultation with the Construction Consultant, do not cause the Project to fail to be In Balance and (3) such breach or default, after considering any replacement obligor and replacement Contract and the time required to implement such replacement, has not had and could not reasonably be expected to have a Material Adverse Effect; or

(c) The Company shall have received a "stop work" notice under Nevada Revised Statutes *Section 624.610* with respect to any Contract with a contract price or value in excess of $5,000,000.

7.1.7 *Breach of Material Project Documents.* Any Loan Party or any other party thereto shall breach, or default under any term, condition, provision, covenant, representation or warranty contained in any Material Project Document (other than any Contract) or any other agreement (other than the Facility Agreements or other Financing Agreements) to which any Loan Party is a party if the effect of such breach or default could reasonably be expected to have a Material Adverse Effect and such breach or default shall continue unremedied for thirty (30) days after the earlier of (i) the Company or any other Loan Party becoming aware of such default or (ii) receipt by the Company or any other Loan Party of notice from the Disbursement Agent or any Funding Agent of such default; *provided*, *however*, that in the case of any Material Project Document (other than the Contracts), if the breach is by a party other than any Loan Party, then no Event of Default shall be deemed to have occurred as a result of such breach if the Company provides written notice to the Disbursement Agent, the Indenture Trustee and the FF&E Agent immediately upon (but in no event more than two (2) Banking Days after) the Company or any Loan Party becoming aware of such breach that the Company intends to replace such Material Project Document (or that replacement is not necessary) and (i) the Company obtains a replacement obligor or obligors reasonably acceptable to the Disbursement Agent (in consultation with the Construction Consultant) for the affected party (if in the judgment of the Disbursement Agent (in consultation with the Construction Consultant) a replacement is necessary), (ii) the Company enters into a replacement Material Project Document in accordance with *Section 6.1* on

terms no less beneficial to the Company and the Secured Parties in any material respect than the Material Project Document so breached within sixty (60) days of such breach (if in the reasonable judgment of the Disbursement Agent (in consultation with the Construction Consultant) a replacement is necessary); *provided, however* that the replacement Project Document may require the Company to pay amounts to the replacement obligor in excess of those that would have been payable under the breached Project Document if such additional payments in the reasonable judgment of the Disbursement Agent, in consultation with the Construction Consultant, do not cause the Project to fail to be In Balance and (iii) such breach or default, after considering any replacement obligor and replacement Material Project Document and the time required to implement such replacement, has not had and could not reasonably be expected to have a Material Adverse Effect.

7.1.8 *Financing Agreements.*

(a) Any of the Financing Agreements, once executed and delivered, shall cease to be in full force and effect (other than in accordance with its terms) or shall be declared null and void by any Governmental Authority of competent jurisdiction, or (b) any of the Security Documents, once executed and delivered, shall fail to provide the secured parties thereunder the Liens, security interest, rights, titles, interest, priorities, remedies, powers or privileges intended to be created thereby or cease to be in full force and effect, or (c) the validity or the applicability of the Security Documents to the Loans or the Second Mortgage Notes, or any other obligations purported to be secured or guaranteed thereby or any part thereof shall be disaffirmed or contested by or on behalf of the Company or any other party thereto or (d) the Company or any other party to the Financing Agreements shall deny in writing that it has any further liability thereunder prior to the payment in full in immediately available funds of all the Obligations thereunder, including, with respect to the Bank Credit Agreement, the cancellation of all outstanding "*Letters of Credit*" (as defined in the Bank Credit Agreement) and termination of the Commitments thereunder.

7.1.9 *Termination or Invalidity of Material Project Documents; Abandonment of Project.*

(a) Any of the Material Project Documents shall have terminated, become invalid or illegal, or otherwise ceased to be in full force and effect, provided that with respect to any Material Project Document other than the Prime Construction Contract, the Construction Guaranty or the Affiliate Real Estate Agreements, no Event of Default shall be deemed to have occurred as a result of such termination if the Company provides written notice to the Funding Agents immediately upon (but in no event more than two (2) Banking Days after) the Company, the Construction Guarantor or any Loan Party becoming aware of such Project Document ceasing to be in full force or effect that the Company intends to replace

such Project Document (or that replacement is not necessary) and (i) the Company obtains a replacement obligor or obligors reasonably acceptable to the Disbursement Agent (in consultation with the Construction Consultant), for the affected party (if in the judgment of the Disbursement Agent (in consultation with the Construction Consultant) a replacement is necessary), (ii) the Company enters into a replacement Project Document in accordance with *Section 6.1*, on terms no less beneficial to the Company and the Secured Parties in any material respect than the Project Document so terminated, within sixty (60) days of such termination (if in the reasonable judgment of the Disbursement Agent (in consultation with the Construction Consultant) a replacement is necessary); *provided, however* that the replacement Project Document may require the Company to pay additional amounts to the replacement obligor that would have otherwise been payable under the terminated Project Document if such additional payments in the reasonable judgment of the Disbursement Agent, in consultation with the Construction Consultant, do not cause the Company to fail to be In Balance, and (iii) such termination, after considering any replacement obligor and replacement

Project Document and the time required to implement such replacement, has not had and could not reasonably be expected to have a Material Adverse Effect; *provided, further*, that the termination of the Driving Range Lease in connection with any release of the Phase II Land in accordance with the Bank Credit Agreement and the Second Mortgage Notes Indenture shall not be deemed to be an Event of Default hereunder;

(b) (i) The Loan Parties shall cease to own the portion(s) of the Site or the Site Easements owned by them as of the Closing Date (other than Wynn Home Site to the extent permitted by the Bank Credit Agreement and the Second Mortgage Notes Indenture) or any parcels and subdivisions thereof or Improvements located thereon; and (ii) the Loan Parties shall cease to own 985 acre feet of water per year appurtenant to the Site; and

(c) The Company shall abandon the Project or otherwise cease to pursue the operations of the Project.

7.1.10 *Government Authorizations.* The Company or any other Loan Party shall fail to observe, satisfy or perform, or there shall be a violation or breach of, any of the terms, provisions, agreements, covenants or conditions attaching to or under the issuance to such Person of any Permit or any such Permit or any provision thereof shall be suspended, revoked, cancelled, terminated or materially and adversely modified or fail to be in full force and effect or any Governmental Authority shall challenge or seek to revoke any such Permit if such failure to perform, breach, suspension, revocation, cancellation or termination could reasonably be expected to have a Material Adverse Effect;

7.1.11 *Schedule; Completion.*

(a) The Construction Consultant shall reasonably determine (based on its experience, familiarity and review of the Project and information and schedule provided by the Company and the Contractors) that the Completion Date is likely to occur no earlier than seventy-five (75) days after the Scheduled Completion Date; or

(b) Failure to achieve the Completion Date on or before the Scheduled Completion Date.

7.1.12 *Future Advances.* With respect to any of the Deeds of Trust, if any "borrower" (as that term is defined in NRS 106.310) who may send a notice pursuant to NRS 106.380(1), (i) delivers, sends by mail or otherwise gives, or purports to deliver, send by mail or otherwise give, to a beneficiary under any of the Deeds of Trust (A) any notice of an election to terminate the operation of any such Deed of Trust as security for any secured obligation, including, without limitation, any obligation to repay any "future advance" (as defined in NRS 106.320) of "principal" (as defined in NRS 106.345), or (B) any other notice pursuant to NRS 106.380(l), (ii) records a statement pursuant to NRS 106.380(3), or (iii) causes any Deed of Trust, any secured obligation, or any Secured Party to be subject to NRS 106.380(2), 106.380(3) or 106.400.

7.2 ***Remedies.*** Upon the occurrence and during the continuation of an Event of Default, the Funding Agents and the Disbursement Agent may, without further notice of default, presentment or demand for payment, protest or notice of non-payment or dishonor, or other notices or demands of any kind, all such notices and demands being waived (to the extent permitted by applicable law), exercise any or all rights and remedies at law or in equity (in any combination or order that the Funding Agents may elect, subject to the foregoing), including without limitation or prejudice to the Funding Agents' other rights and remedies, the following:

(a) refuse, and the Funding Agents shall not be obligated, to make any Advances or make any payments from any Account or other funds held by the Disbursement Agent by or on behalf of the Company or suspend or terminate the Commitments; and

(b) exercise any and all rights and remedies available to it under any of the Financing Agreements.

ARTICLE 8.
CONSULTANTS AND REPORTS

8.1 ***Removal and Fees.*** Only the Bank Agent in its sole discretion may remove from time to time the Independent Consultants and upon such removal a replacement acceptable to the Bank Agent shall be appointed in consultation with the Company. Notice of any replacement Independent Consultant shall be given by the Bank Agent to the Indenture Trustee, the FF&E Agent, the Disbursement Agent, the Company and the Independent Consultant being replaced. All reasonable fees and expenses of the Independent Consultants (whether the original ones or replacements) shall be paid by the Company. The Bank Agent will reasonably consult with the Company on a regular basis with respect to on-going costs of the Independent Consultants and unless a Potential Event of Default or Event of Default shall have occurred and be continuing, if requested by the Company, the Bank Agent may agree with the Company that such costs be subject to a reasonable fee cap. Neither the FF&E Agent nor the Indenture Trustee shall have the right to remove an Independent Consultant or appoint a replacement. The Company has reviewed the Construction Consultant's Engagement Agreement and hereby agrees to reimburse the Disbursement Agent and the Funding Agents for the fees of the Construction Consultant set forth therein.

8.2 ***Duties.*** The Independent Consultants shall be contractually obligated to the Bank Agent, the Indenture Trustee and the FF&E Agent to carry out the activities required of them in this Agreement and in the Construction Consultant Engagement Agreement and as otherwise requested by such Funding Agents.

The Company acknowledges that it will not have any cause of action or claim against any Independent Consultant resulting from any decision made or not made, any action taken or not taken or any advice given by such Independent Consultant in the due performance in good faith of its duties.

8.3 ***Acts of Disbursement Agent.*** The Disbursement Agent will take such actions as any Funding Agent or the Company may reasonably request to cause the Independent Consultants to act diligently in the issuance of all certificates required to be delivered by the Independent Consultants hereunder and to otherwise fulfill their obligations to the Bank Agent, the Indenture Trustee and the FF&E Agent as described in the first sentence of *Section 8.2*.

ARTICLE 9.
THE DISBURSEMENT AGENT

9.1 ***Appointment and Acceptance.*** Subject to and on the terms and conditions of this Agreement, the Funding Agents hereby jointly and irrevocably appoint and authorize the Disbursement Agent to act on their behalf hereunder and under the Collateral Account Agreements and any other account agreements to which it is a party (collectively, the "*Related Agreements*"). The Disbursement Agent accepts such appointment and agrees to exercise commercially reasonable efforts and utilize commercially prudent practices in the performance of its duties hereunder consistent with those of similar institutions holding collateral, administering construction loans and disbursing disbursement control funds.

9.2 ***Duties and Liabilities of the Disbursement Agent Generally.***

9.2.1 Commencing upon execution and delivery hereof, the Disbursement Agent shall have the right to meet periodically at reasonable times, however no less frequently than quarterly, upon three (3) Banking Days' notice, with representatives of the Company, the Construction Consultant, the Prime Contractor, the Project Architect and such other Contractors, employees, consultants or agents as the Disbursement Agent shall reasonably request to be present for such meetings. The

Disbursement Agent may perform such inspections and tests of the Project as it deems reasonably appropriate in the performance of its duties hereunder. In addition, the Disbursement Agent shall have the right at reasonable times upon prior notice to review all information (including Project Documents) supporting the amendments to the Project Budget, amendments to any Project Documents, the Company's Advance Requests and any certificates in support of any of the foregoing, to inspect materials stored on the Mortgaged Property or at any other location, to review the insurance required pursuant to the terms of the Financing Agreements, to confirm receipt of endorsements from the Title Insurer insuring the continuing priority of the liens of the Deeds of Trust as security for each Advance hereunder, and to examine the Plans and Specifications and all shop drawings relating to the Project. The Disbursement Agent is authorized to contact any Contractor for purposes of confirming receipt of progress payments. The Disbursement Agent shall be entitled to examine, copy and make extracts of the books, records, accounting data and other documents of the Company, including without limitation bills of sale, statements, receipts, conditional and unconditional lien releases, contracts or agreements, which relate to any materials, fixtures or articles incorporated into the Project. From time to time, at the request of the Disbursement Agent, the Company shall make available to the Disbursement Agent a Project Schedule. The Company agrees to cooperate with the Disbursement Agent in assisting the Disbursement Agent to perform its duties hereunder and to take such further steps as the Disbursement Agent reasonably may request in order to facilitate the Disbursement Agent's performance of its obligations hereunder.

9.2.2 *Powers, Rights and Remedies.* The Disbursement Agent is authorized to take such actions and to exercise such powers, rights and remedies under this Agreement and the Related Agreements as are specifically delegated or granted to the Disbursement Agent by the terms hereof or thereof, together with such powers, rights and remedies as are reasonably incidental thereto. The Disbursement Agent agrees to act in accordance with the instructions of the Controlling Person and in the absence of such instructions shall take such actions or refrain from acting as it deems reasonable subject to any express requirements of this Agreement. Unless a Potential Event of Default or Event of Default shall have occurred or be continuing or as otherwise expressly provided herein, neither the Funding Agents nor the Disbursement Agent shall instruct the Securities Intermediary to take an action inconsistent with the Company's instructions (if such Company instructions are consistent with the requirements of this Agreement).

9.2.3 *Notice of Events of Default.* If the Disbursement Agent notifies any Funding Agent that an Event of Default or a Potential Event of Default known to it (or as to which it has received notice from any Funding Agent) has occurred (which has not been cured or waived), the Disbursement Agent shall provide prompt notice to each of the Funding Agents of the same and otherwise shall exercise such of the rights and powers vested in it by this Agreement and the documents constituting or executed in connection with this Agreement, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the reasonable administration of its own affairs.

9.2.4 *No Risk of Own Funds.* None of the provisions of this Agreement shall require the Disbursement Agent to expend or risk its own funds or otherwise to incur any personal financial liability in the performance of any of its duties hereunder or under the Related Agreements, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

9.2.5 *No Imputed Knowledge.* Notwithstanding anything to the contrary in this Agreement, if the entity acting as Disbursement Agent also serves as a collateral agent or Funding Agent under the Financing Agreements, and except if such functions shall be performed by the same individuals within such entity to the maximum extent permitted by law, the Disbursement Agent shall not be

deemed to have any knowledge of any fact known to such entity in its capacity as the collateral agent or Funding Agent by reason of the fact that the Disbursement Agent and the collateral agent or Funding Agent, as the case may be, are the same entity. Except as aforesaid, no knowledge of the collateral agent or any Funding Agent shall be attributed to the Disbursement Agent. The Disbursement Agent's duties and functions hereunder shall in no way impair or affect any of the rights and powers of, or impose any duties or obligations upon the Disbursement Agent in its capacity as Bank Agent or as Lender. With respect to its participation in the extensions of credit under the Bank Credit Agreement, the Disbursement Agent shall have the same rights and powers hereunder as any other Funding Agent or Lender and may exercise the same as though it were not performing its duties and functions hereunder. The Disbursement Agent and its Affiliates may accept deposits from, lend money to and generally engage in any kind of banking, trust,

financial advisory or other business with the Company or any of its Affiliates as if it were not performing the duties specified herein, and may accept fees and other consideration from the Company for services in connection with this Agreement and otherwise without having to account for the same to the Lenders. Each party hereto acknowledges that, as of the Closing Date, Deutsche Bank Trust Company Americas is, in addition to acting as the Disbursement Agent hereunder, also acting as the initial Bank Agent and may be a Bank Lender.

9.3 ***Particular Duties and Liabilities of the Disbursement Agent.***

9.3.1 *Reliance Generally.* The Disbursement Agent may, from time to time, in the event that any matter arises as to which specific instructions are not provided herein or in a Related Agreement (as applicable), request directions from the Funding Agents or the Controlling Person with respect to such matters and may refuse to act until so instructed and shall be fully protected in acting or refusing to act in accordance with such instructions. The Disbursement Agent may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it on reasonable grounds to be genuine and to have been signed or presented by the proper party or parties.

9.3.2 *Court Orders.* The Disbursement Agent is authorized, in its exclusive discretion, to obey and comply with all writs, orders, judgments or decrees issued by any court or administrative agency affecting any money, documents or things held by the Disbursement Agent. The Disbursement Agent shall not be liable to any of the parties hereto, their successors, heirs or personal representatives by reason of the Disbursement Agent's compliance with such writs, orders, judgments or decrees, notwithstanding the fact that such writ, order, judgment or decree is later reversed, modified, set aside or vacated.

9.3.3 *Requests, etc. of the Company.* Any request, direction, order or demand of the Company mentioned herein shall be sufficiently evidenced (unless other evidence in respect thereof be herein specifically prescribed) by an instrument signed by one of its Responsible Officers, and any resolution of the Company may be evidenced to the Disbursement Agent by a copy thereof certified by the Secretary or an Assistant Secretary of the Company.

9.3.4 *Reliance on Opinions of Counsel.* The Disbursement Agent may consult with counsel and any written opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder or under any Related Agreement in good faith and in accordance with such opinion of counsel.

9.3.5 *Action through Agents or Attorneys.* The Disbursement Agent may execute any of the trusts or powers hereunder or perform any duties hereunder or under any Related Agreement either directly or by or through agents or attorneys appointed with due care, and the Disbursement Agent shall not be responsible for any act on the part of any agent or attorney so appointed.

9.3.6 *Marshaling of Assets.* The Disbursement Agent need not marshal in any particular order any particular part or piece of the Project Security held by the Disbursement Agent in its capacity as Disbursement Agent hereunder or under any Related Agreement, or any of the funds or assets that the Disbursement Agent may be entitled to receive or have claim upon.

9.3.7 *Disagreements.*

(a) In the event of any disagreement between a Funding Agent and the Company or any other Person or Persons whether or not named herein, and adverse claims or demands are made in connection with or for any of the investments or amounts held pursuant to this Agreement or under any Related Agreement, the Disbursement Agent shall be entitled at its option to refuse to comply with any such claim or demand so long as such disagreement shall continue, and in so doing, the Disbursement Agent shall not be or become liable for damages or interest to such Funding Agent or the Company or any other Person or Persons for the Disbursement Agent's failure or refusal to comply with such conflicting or adverse claims or demands. The Disbursement Agent shall be entitled to continue so to refrain and refuse so to act until:

(i) the rights of the adverse claimants have been fully adjudicated in the court assuming and having jurisdiction of the claimants and the investments and amounts held pursuant to this Agreement or under any Related Agreement; or

(ii) all differences shall have been adjusted by agreement, and the Disbursement Agent shall have been notified thereof in writing by all persons deemed by the Disbursement Agent, in its sole discretion, to have an interest therein.

(b) In addition, the Disbursement Agent, in its sole discretion, may file a suit in interpleader for the purpose of having the respective rights of all claimants adjudicated, and may deposit with the court all of the investments and amounts held pursuant to this Agreement or under any Related Agreement. The Company agrees to pay all costs and reasonable counsel fees incurred by the Disbursement Agent in such action, said costs and fees to be included in the judgment in any such action.

9.4 ***Segregation of Funds and Property Interest.*** Except as otherwise expressly provided in the Financing Agreements, monies and other property received by the Disbursement Agent shall, until used or applied as herein provided, be held for the purposes for which they were received, and shall be segregated from other funds except to the extent required herein or by law. To the extent that the Disbursement Agent also acts as securities intermediary, (a) the Disbursement Agent shall note in its records that all funds and other assets in the Company Accounts (other than the FF&E Proceeds Account, the Bank Proceeds Account and the Second Mortgage Notes Proceeds Account), have been pledged to the Project Secured Parties and that the Disbursement Agent is holding such items for the Project Secured Parties, (b) the Disbursement Agent shall note in its records that all funds and other assets in the FF&E Proceeds Account have been pledged to the FF&E Agent for the benefit of the FF&E Secured Parties and that the Disbursement Agent is holding such items for such Persons, (c) the Disbursement Agent shall note in its records that all funds and other assets in the Bank Proceeds Account have been pledged to the Bank Agent for the benefit of the Bank Lenders and that the Disbursement Agent is holding such items for such Persons and (d) the Disbursement Agent shall note in its records that all funds and other assets in the Second Mortgage Notes Proceeds Account have been pledged to the Indenture Trustee for the benefit of the Second Mortgage Notes Holders and that the Disbursement Agent is holding such items for such Persons. Accordingly, all such funds and assets shall not be within the bankruptcy "estate" (as such term is used in 11 U.S.C. § 541) of the Disbursement Agent. The Disbursement Agent shall not be under any liability for interest on any monies received by it hereunder, except as otherwise specified in this Agreement. The Disbursement

Agent hereby expressly waives any right of set-off or similar right it may have against or in relation to the Company Accounts and any monies, Permitted Investments or other amounts on deposit therein.

9.5 ***Compensation and Reimbursement of the Disbursement Agent.*** The Company covenants and agrees to pay to the Disbursement Agent from time to time, and the Disbursement Agent shall be entitled to, the fees set forth in that certain letter agreement between the Company and the Disbursement Agent, and the Company will further pay or reimburse the Disbursement Agent upon its request for all reasonable expenses, disbursements and advances incurred or made by the Disbursement Agent in accordance with any of the provisions of the Financing Agreements or the documents constituting or executed in connection with the Project Security including any Related Agreements (including the reasonable compensation and the reasonable expenses and disbursements of its counsel and of all persons not regularly in its employ). The obligations of the Company under this *Section 9.5* to compensate the Disbursement Agent and to pay or reimburse the Disbursement Agent for reasonable expenses, disbursements and advances shall constitute additional indebtedness (and shall be deemed permitted indebtedness under each Financing Agreement) hereunder and shall survive the satisfaction and discharge of this Agreement.

9.6 ***Qualification of the Disbursement Agent.*** The Disbursement Agent hereunder shall at all times be a corporation with offices in New York City, New York which (a) is authorized to exercise corporation trust powers, (b) is subject to supervision or examination by the applicable Governmental Authority, (c) shall have a combined capital and surplus of at least Five Hundred Million Dollars ($500,000,000), (d) shall have a long-term credit rating of not less than A- or A3, respectively, by S&P or Moody's; and provided, that any such bank with a long-term credit rating of A- or A3 shall not cease to be eligible to act as Disbursement Agent upon a downward change in either such rating of no more than one category or grade of such minimum rating, as the case may be; and (e) with respect to any replacement of the Person acting as Disbursement Agent as of the Closing Date, shall be acceptable to each of the Bank Agent and the Indenture Trustee acting pursuant to the Project Lender Intercreditor Agreement. In case at any time the Disbursement Agent shall cease to be eligible in accordance with the provisions of this *Section 9.6*, the Disbursement Agent shall resign immediately in the manner and with the effect specified in *Section 9.7*.

9.7 ***Resignation and Removal of the Disbursement Agent.*** The Bank Agent and the Indenture Trustee, acting pursuant to the Project Lenders Intercreditor Agreement, shall have the right should they reasonably determine that the Disbursement Agent has breached or failed to perform its obligations hereunder or has engaged in willful misconduct or gross negligence, upon the expiration of thirty (30) days following delivery of written notice of substitution to the Disbursement Agent and the Company, to cause the Disbursement Agent to be relieved of its duties hereunder and to select a substitute disbursement agent to serve hereunder. The Disbursement Agent may resign at any time upon forty-five (45) days' written notice to all parties hereto. Such resignation shall take effect upon the earlier of receipt by the Disbursement Agent of an instrument of acceptance executed by a successor disbursement agent meeting the qualifications set forth in *Section 9.6* and consented to by the other parties hereto or forty-five (45) days after the giving of such notice. Upon selection of a substitute disbursement agent, the Funding Agents and the Company and the substitute disbursement agent shall enter into an agreement substantially identical to this Agreement and, the Disbursement Agent shall promptly transfer to the substitute disbursement agent upon request therefor originals of all books, records, and other documents in the Disbursement Agent's possession relating to this Agreement.

9.8 ***Merger or Consolidation of the Disbursement Agent.*** Any corporation into which the Disbursement Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Disbursement Agent shall be a party, or any corporation succeeding to the corporate trust business of the Disbursement Agent, shall, if eligible hereunder, be the successor of the Disbursement Agent hereunder; provided, that such corporation shall be eligible under the provisions of *Section 9.6* without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

9.9 ***Statements; Information.***

9.9.1 *Monthly Statements.* The Disbursement Agent shall provide to the Funding Agents and the Company a monthly statement of all deposits to, and disbursements from, each account maintained with it and interest and earnings credited to each account established and maintained hereunder and under the other Operative Documents by the Disbursement Agent. The Disbursement Agent shall forward to the Funding Agents any such statements delivered to it by the securities intermediaries under the Collateral Account Agreements.

9.9.2 *Information Requests.* The Disbursement Agent shall, at the expense of the Company (i) as promptly as is reasonably practicable after receipt of any reasonable written request by the Company or any Funding Agent, but not more frequently than monthly (unless a Potential Event of Default or an Event of Default shall have occurred), provide the Company or such Funding Agent, as the case may be, with such information as the Company or such Funding Agent may reasonably request regarding all categories, amounts, maturities and issuers of investments made by the Disbursement Agent pursuant to this Agreement and regarding amounts available in the Company Accounts, and the various sub-accounts included therein, and (ii) upon the reasonable written request of the Company, arrange with the Company for a mutually convenient time for a Responsible Officer of the Reviewing Accountant to visit the offices of the Disbursement Agent to examine and take copies of records relating to and instruments evidencing the investments made by the Disbursement Agent pursuant to this Agreement.

9.10 ***Limitation of Liability.*** The Disbursement Agent's responsibility and liability under this Agreement shall be limited as follows: (a) the Disbursement Agent does not represent, warrant or guaranty to the Funding Agents or the Lenders the performance by the Company, the Prime Contractor, the Construction Guarantor, the Golf Course Contractor, the Construction Consultant, the Project Architect, the Golf Course Designer, the Aqua Theater Designer, or any other Contractor or Subcontractor of their respective obligations under the Operative Documents and shall have no duty to inquire of any Person whether a Potential Event of Default or an Event of Default has occurred and is continuing; (b) the Disbursement Agent shall have no responsibility to the Company, the Funding Agents or the Lenders as a consequence of performance by the Disbursement Agent hereunder except for any bad faith, fraud, gross negligence or willful misconduct of the Disbursement Agent as finally judicially determined by a court of competent jurisdiction; (c) the Company shall remain solely responsible for all aspects of its business and conduct in connection with the Project, including but not limited to the quality and suitability of the Plans and Specifications, the supervision of the work of construction, the qualifications, financial condition and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants and property managers, the accuracy of all applications for payment, and the proper application of all disbursements; and (d) the Disbursement Agent is not obligated to supervise, inspect or inform the Company of any aspect of the development, construction or operation of the Project or any other matter referred to above. Each Funding Agent and Lender has made its own independent investigation of the financial condition and affairs of the Loan Parties in connection with the making of the extensions of credit contemplated by the Financing Agreements and has made and shall continue to make its own appraisal of the creditworthiness of the

Loan Parties. Except as specifically set forth herein, the Disbursement Agent shall not have any duty or responsibility, either initially or on a continuing basis, to make any such investigation or any such appraisal on behalf of the Funding Agents or Lenders or to provide any Funding Agent or Lender with any credit or other information with respect thereto. The Disbursement Agent shall not have, by reason of this Agreement, a fiduciary relationship in respect of any Funding Agent or Lender; and nothing in this Agreement, expressed or implied, is intended to or shall be so construed as to impose upon the Disbursement Agent any obligations in respect of this Agreement except as expressly set forth herein or therein. The Disbursement Agent shall have no duties or obligations hereunder except as expressly set forth herein, shall be responsible only for the performance of such duties and obligations and shall not be required to take any action otherwise than in accordance with the terms hereof. The provisions of this *Article 9* are solely for the benefit of the Disbursement Agent and the Funding Agents and Lenders and the Company shall have no rights as a third party beneficiary of any of the provisions thereof. In performing its functions and duties under this Agreement, the Disbursement Agent does not assume and shall not be deemed to have assumed any obligation towards or relationship of agency or trust with or for the Company or any of its Affiliates. Neither the Disbursement Agent nor any of its officers, directors, employees or agents shall be in any manner liable or responsible for any loss or damage arising by reason of any act or omission to act by it or them hereunder or in connection with any of the transactions contemplated hereby, including, but not limited to, any loss that may occur by reason of forgery, false representations, the exercise of its discretion, or any other reason, except as a result of their bad faith, fraud, gross negligence or willful misconduct as finally judicially determined by a court of competent jurisdiction.

ARTICLE 10.
—SAFEKEEPING OF ACCOUNTS

10.1 ***Application of Funds in Company Accounts.*** Amounts deposited in the Company Accounts shall be applied exclusively as provided in this Agreement and the Disbursement Agent shall at all times act and direct the securities intermediaries under the Collateral Account Agreements so as to implement the application of funds provisions and procedures herein set forth. The Disbursement Agent is hereby authorized to direct the Securities Intermediary to reduce to cash any Permitted Investment (without regard to maturity) in any account in order to make any application required hereunder. No amount held in any Account maintained hereunder shall be disbursed except in accordance with the provisions hereof or as required by law.

10.2 ***Event of Default.*** Notwithstanding anything to the contrary in this Agreement, (a) upon the occurrence and during the continuance of an Event of Default of which it has actual knowledge, the Disbursement Agent shall not in any such event deposit or cause to be deposited any amounts into the Collection Account, Disbursement Account, the Soft Costs Cash Management Sub-Account, the Hard Costs Cash Management Sub-Account or the Interest Payment Account or release or cause to be released any amounts to the Company unless instructed to the contrary by (i) in the case of the Second Mortgage Notes Proceeds Account, the Indenture Trustee, (ii) in the case of the FF&E Proceeds Account, the FF&E Agent and (iii) in the case of all other Company Accounts, the Bank Agent; and (b) upon the occurrence of (i) an Event of Default, (ii) the dissolution or liquidation or Bankruptcy of the Completion Guarantor, or (iii) a breach by the Completion Guarantor of any of its covenants and agreements under the Completion Guaranty, in each case, of which it has knowledge, the Disbursement Agent shall withdraw all funds then on deposit in the Completion Guaranty Deposit Account and deposit the same in the Company's Funds Account. The Disbursement Agent is hereby irrevocably authorized by the Company to apply, or cause to be applied, amounts in any Company Account and any other sums held by the Securities Intermediary under any Collateral Account Agreement to the payment of interest, principal, fees, costs, charges or other amounts or obligations due or payable to the Secured Parties when instructed to do so by the Controlling Person.

10.3 ***Liens.*** The Disbursement Agent shall take such actions within its control that it customarily takes in the conduct of its business to protect the Company Accounts, and all cash, funds, Permitted Investments from time to time deposited therein, as well as any proceeds or income therefrom (collectively, the "*Company Accounts Collateral*") free and clear of all liens, security interests, safekeeping or other charges, demands and claims of any nature whatsoever now or hereafter existing, in favor of anyone other than the Secured Parties (or the Disbursement Agent, as agent for the Secured Parties) (collectively, the "*Third Party Claims*"); it being understood, however, that the foregoing shall in no way be deemed to be a guaranty or other assurance by the Disbursement Agent that Third Party Claims will not arise.

10.4 ***Perfection.*** The Disbursement Agent shall take any steps from time to time requested by the Bank Agent or the Indenture Trustee to confirm or cause the securities intermediaries under the Collateral Account Agreements to confirm and maintain the priority of their respective security interests in the Company Accounts Collateral.

10.5 ***Second Mortgage Notes Proceeds Account.*** Notwithstanding any other provision hereof, the parties hereto acknowledge that the security interest granted by the Company to the Indenture Trustee in the Second Mortgage Notes Proceeds Account (including any Permitted Investments held therein) pursuant to the Second Mortgage Notes Collateral Account Agreement is for the sole and exclusive benefit of the Indenture Trustee and the Second Mortgage Note Holders and, subject to the terms of the Project Lenders Intercreditor Agreement, only the Indenture Trustee shall have the right to direct the Disbursement Agent with respect thereto.

10.6 ***Bank Proceeds Account.*** Notwithstanding any other provision hereof, the parties hereto acknowledge that the security interest granted by the Company to the Bank Agent in the Bank Proceeds Account (including any Permitted Investments held therein) pursuant to the Company Collateral Account Agreement is for the sole and exclusive benefit of the Bank Agent and the Bank Lenders, and subject to the terms of the Project Lenders Intercreditor Agreement, only the Bank Agent shall have the right to direct the Disbursement Agent with respect thereto.

10.7 ***FF&E Proceeds Account.*** Notwithstanding any other provision hereof, the parties hereto acknowledge that the security interest granted by the Company to the FF&E Agent in the FF&E Proceeds Account (including any Permitted Investments held therein) pursuant to the FF&E Collateral Account Agreement is for the sole and exclusive benefit of the FF&E Agent and the FF&E Lenders and, subject to the terms of the FF&E Intercreditor Agreement, only the FF&E Agent shall have the right to direct the Disbursement Agent with respect thereto.

ARTICLE 11.
—MISCELLANEOUS

11.1 ***Addresses.*** Any communications between the parties hereto or notices provided herein to be given may be given to the following addresses:

If to the Company:

Wynn Las Vegas, LLC,
3145 Las Vegas Boulevard South
Las Vegas, Nevada 89109
Attn: Ron Kramer
Telephone No.: (702) 733-4123
Facsimile No.: (702) 791-0167

Wynn Las Vegas Capital Corp.
3145 Las Vegas Boulevard South
Las Vegas, Nevada 89109
Attn: Ron Kramer
Telephone No.: (702) 733-4123
Facsimile No.: (702) 791-0167

Wynn Design & Development, LLC
3145 Las Vegas Boulevard South
Las Vegas, Nevada 89109
Attn: Kenneth Wynn
Attn: Todd Nisbet
Telephone No.: (702) 733-4497
Facsimile No.: (702) 733-4715

If to the Bank Agent:

Deutsche Bank Trust Company Americas
31 West 52nd Street
New York, New York 10019
Attn: George Reynolds
Telephone No.: (646) 324-2112
Facsimile No.: (646) 324-7450

If to the Indenture Trustee:

Wells Fargo Bank, National Association
Wells Fargo Corporate Trust Services
MAC N9303-110
Sixth & Marquette
Minneapolis, MN 55479
Attn: Michael Slade
Telephone No.: 612-667-0266
Facsimile No.: 612-667-2160 -2134

If to the FF&E Agent:

Wells Fargo Bank, National Association
c/o Wells Fargo Bank, National Association
Attn: Corporate Trust Services
MAC: U1228-120
299 South Main Street, 12th Floor
Salt Lake City, Utah 84111
Telephone No.: (801) 246-5630
Facsimile No.: (801) 246-5053

If to the Disbursement Agent:

Deutsche Bank Trust Company Americas
31 West 52nd Street
New York, New York 10019
Attn: Amy Sinensky
Telephone No.: (212) 469-4063
Facsimile No.: (212) 469-6091

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by reputable overnight delivery service, (c) in the event overnight delivery services are not readily available, if mailed by first class mail, postage prepaid, registered or certified with return receipt requested or (d) if sent by prepaid telex, or by telecopy with correct answer back received. Notice so given shall be effective upon receipt by the addressee, except that communication or notice so transmitted by telecopy or other direct written electronic means shall be deemed to have been validly and effectively given on the day (if a Banking Day and, if not, on the next following Banking Day) on which it is validly transmitted if transmitted before 4 p.m., recipient's time, and if transmitted after that time, on the next following Banking Day; *provided*, *however*, that if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Any party shall have the right to change its address for notice hereunder to any other location by giving of no less than twenty (20) days' notice to the other parties in the manner set forth hereinabove.

11.2 ***Further Assurances.*** From time to time the Company shall execute and deliver, or cause to be executed and delivered, such additional instruments, certificates or documents, and take all such actions, as the Funding Agents or the Disbursement Agent may reasonably request for the purposes of implementing

or effectuating the provisions of this Agreement and the other Operative Documents, or of more fully perfecting or renewing the rights of the Funding Agents and the Lenders with respect to the Project Security (or with respect to any additions thereto or replacements or proceeds or products thereof or with respect to any other property or assets hereafter acquired by any Loan Party which may be deemed to be part of the Project Security) pursuant hereto or thereto. Upon the exercise by the Funding Agents, the Disbursement Agent or any Lender of any power, right, privilege or remedy pursuant to this Agreement or the other Operative Documents which requires any consent, approval, recording, qualification or authorization of any Governmental Authority, the Company shall, or shall cause another Loan Party to, execute and deliver, or will cause the execution and delivery of, all applications, certifications, instruments and other documents and papers that the Funding Agent, the Disbursement Agent or such Lender may be required to obtain from the Company or the applicable Loan Party for such governmental consent, approval, recording, qualification or authorization.

11.3 ***Delay and Waiver.*** No delay or omission to exercise any right, power or remedy accruing upon the occurrence of any Potential Event of Default or Event of Default or any other breach or default of the Company under this Agreement shall impair any such right, power or remedy of the Funding Agents, the Lenders, the Disbursement Agent or any other Secured Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring, nor shall any waiver of any single Potential Event of Default, Event of Default or other breach or default be deemed a waiver of any other Potential Event of Default, Event of Default or other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any of the Funding Agents, the Lenders, the Disbursement Agent or any other Secured Party, of any Potential Event of Default, Event of Default or other breach or default under this Agreement or any other Financing Agreement, or any waiver on the part of any of the Funding Agents, the Lenders, the Disbursement Agent or any other Secured Party, of any provision or condition of this Agreement or any other Operative Document, must be in writing and shall be effective only to the extent in such writing specifically set forth. All remedies, either under this Agreement or any other Financing Agreement or by law or otherwise afforded to any

of the Funding Agents, the Lenders, the Disbursement Agent or any other Secured Party, shall be cumulative and not alternative.

11.4 ***Additional Security; Right to Set-Off.*** Any deposits or other sums at any time credited or due from any Secured Party and any securities or other property of the Company in the possession of any Secured Party may at all times be treated as collateral security for the payment of the Obligations, and the Company hereby pledges to each such Secured Party for the benefit of the Project Secured Parties and grants such Secured Party a security interest in and to all such deposits, sums, securities or other property on deposit or in the possession of such Secured Party, as the case may be. Regardless of the adequacy of any other collateral, any Secured Party may execute or realize on its security interest in any such deposits or other sums credited by or due from any such Person to the Company, may apply any such deposits or other sums to or set them off against the Company's obligations to the Project Secured Parties under this Agreement and the other Financing Agreements, subject to the Intercreditor Agreements, at any time after the occurrence and during the continuance of any Event of Default.

11.5 ***Entire Agreement.*** This Agreement and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect to the subject matter hereof, all of which negotiations and writings are deemed void and of no force and effect.

11.6 ***Governing Law.*** This Agreement shall be governed by the laws of the State of New York of the United States of America and shall for all purposes be governed by and construed in accordance with the laws of such state without regard to the conflict of law rules thereof other than *Section 5-1401* of the New York General Obligations Law, provided, however, that to the extent any terms of this Agreement are incorporated in and made part of any other Financing Agreement, any such term so incorporated shall for all purposes be governed by and construed in accordance with the law governing the Financing Agreement into which such term is so incorporated.

11.7 ***Severability.*** In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the parties hereto shall enter into good faith negotiations to replace the invalid, illegal or unenforceable provision.

11.8 ***Headings.*** Paragraph headings have been inserted in this Agreement as a matter of convenience for reference only and it is agreed that such paragraph headings are not a part of this Agreement and shall not be used in the interpretation of any provision of this Agreement.

11.9 ***Limitation on Liability.*** NO CLAIM SHALL BE MADE BY THE COMPANY OR ANY OF ITS AFFILIATES AGAINST THE FUNDING AGENTS, THE LENDERS, THE DISBURSEMENT AGENT, THE CONTROLLING PERSON OR ANY OTHER SECURED PARTY OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, EMPLOYEES, ATTORNEYS OR AGENTS FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (WHETHER OR NOT THE CLAIM THEREFOR IS BASED ON CONTRACT, TORT OR DUTY IMPOSED BY LAW), IN CONNECTION WITH, ARISING OUT OF OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR THE OTHER OPERATIVE DOCUMENTS OR ANY ACT OR OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH; AND THE COMPANY HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY SUCH CLAIM FOR ANY SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

11.10 ***Waiver of Jury Trial.*** ALL PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF,

UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OTHER FINANCING AGREEMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE FUNDING AGENTS, DISBURSEMENT AGENT AND EACH OF THE OTHER LENDERS AND SECURED PARTIES TO ENTER INTO THIS AGREEMENT.

11.11 ***Consent to Jurisdiction.*** Any legal action or proceeding by or against the Company or with respect to or arising out of this Agreement may be brought in or removed to the courts of the State of New York, in and for the County of New York, or of the United States of America for the Southern District of New York. By execution and delivery of this Agreement, the Company, accepts, for itself and in respect of its property, generally and unconditionally, the

jurisdiction of the aforesaid courts for legal proceedings arising out of or in connection with this Agreement and irrevocably consents to the appointment of the Corporation Service Company as its agent to receive service of process in New York, New York. Nothing herein shall affect the right to serve process in any other manner permitted by law or any right to bring legal action or proceedings in any other competent jurisdiction, including judicial or non-judicial foreclosure of real property interests which are part of the Project Security. The Company further agrees that the aforesaid courts of the State of New York and of the United States of America for the Southern District of New York shall have exclusive jurisdiction with respect to any claim or counterclaim of the Company based upon the assertion that the rate of interest charged by or under this Agreement, or under the other Financing Agreements is usurious. The Company hereby waives any right to stay or dismiss any action or proceeding under or in connection with any or all of the Project, this Agreement or any other Operative Document brought before the foregoing courts on the basis of *forum non-conveniens*.

11.12 ***Successors and Assigns.*** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, the Company may not assign or otherwise transfer any of its rights under this Agreement.

11.13 ***Reinstatement.*** This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Company's obligations hereunder or under the other Financing Agreements, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by the Secured Parties. In the event that any payment or any part thereof is so rescinded, reduced, restored or returned, such obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

11.14 ***No Partnership; Etc.*** The Secured Parties and the Company intend that the relationship between them shall be solely that of creditor and debtor. Nothing contained in this Agreement or in any of the other Financing Agreements shall be deemed or construed to create a partnership, tenancy-in-common, joint tenancy, joint venture or co-ownership by or between the Secured Parties and the Company or any other Person. The Secured Parties shall not be in any way responsible or liable for the debts, losses, obligations or duties of the Company or any other Person with respect to the Project or otherwise. All obligations to pay real property or other taxes, assessments, insurance premiums, and all other fees and charges arising from the ownership, operation or occupancy of the Project and to perform all obligations under the agreements and contracts relating to the Project shall be the sole responsibility of the Company.

11.15 ***Costs and Expenses.***

11.15.1 *Reimbursement of Costs.* The Company shall (subject to the limitations set forth herein and, with respect to each Funding Agent, to the express provisions of the Financing Agreements or any other fee letters or engagement letters to which such Funding Agent is a party) pay the reasonable legal, engineering, other professional and all other fees and costs of the

Funding Agents and the Disbursement Agent and their consultants and advisors, the reasonable travel expenses and other out-of-pocket costs incurred by each of them in connection with the preparation, negotiation, execution and delivery, and where appropriate, registration of the Operative Documents (and all matters incidental thereto), the syndication of the Loans, the administration of the transactions contemplated by the Operative Documents (including, without limitation, the administration of this Agreement, the other Operative Documents and the Security Documents) and the preservation or enforcement of any of their respective rights or in connection with any amendments, waivers or consents required under the Financing Agreements or the Operative Documents. The Funding Agents will reasonably consult with the Company on a regular basis with respect to on-going costs of such Persons' consultants and advisors and unless a Potential Event of Default or Event of Default shall have occurred and be continuing, if requested by the Company, the Funding Agents may agree with the Company that such costs be subject to a reasonable fee cap.

11.15.2 *Indemnity.* The Company shall indemnify, defend and hold harmless the Bank Agent, the Bank Lenders, the FF&E Agent, the FF&E Lenders, the Indenture Trustee, the Second Mortgage Notes Holders, the Insurance Advisor, the Construction Consultant, the Controlling Person, the Disbursement Agent, each of their respective affiliates and each of their respective officers, directors, partners, trustees, employers, affiliates, shareholders, advisors, agents, attorneys, attorneys-in-fact, representatives and "controlling persons" (within the meaning of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended), (collectively, the "*Indemnitees*") from and against and reimburse the Indemnitees for any and all present and future claims, expenses, obligations, liabilities, losses, damages, injuries (to person, property, or natural resources), penalties, stamp or other similar taxes, actions, suits, judgments, reasonable costs and expenses (including any legal or other expenses reasonably incurred by them in connection with the investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as witness with respect to, any lawsuits, investigations, claims or other proceedings (whether or not such Indemnitee is a formal party thereto) of whatever kind or nature, whether or not well founded, meritorious or unmeritorious, demanded, asserted or claimed against any such Indemnitee including any liability resulting from any delay or omission to pay any such tax (collectively, "*Claims*") arising in any manner out of or in connection with this Agreement, the Financing Documents or any other Operative Documents, the use of proceeds therefrom, the development, construction, ownership and operation of the Project the transactions contemplated by this Agreement or any other Operative Document, any other transaction related hereto or thereto of any claim, litigation, investigation or proceeding relating to any of the foregoing (regardless of whether any Indemnitee is a party hereto or thereto) including without limitation (a) any and all Claims arising in connection with the release or presence of any Hazardous Substances at the Site or the Project, whether foreseeable or unforeseeable, including all costs of removal and disposal of such Hazardous Substances, all reasonable costs required to be incurred in (i) determining whether the Project is in compliance and (ii) causing the Project to be in compliance, with all applicable Legal Requirements, all reasonable costs associated with claims for damages to persons or property, and reasonable attorneys' and consultants' fees and court costs, (b) any and all Claims arising out of or based upon any untrue statement or alleged untrue statement of material fact contained in any preliminary or final prospectus or any other similar disclosure document or in any amendment or supplement thereto, any omission or alleged omission to state in any preliminary or final prospectus or any other similar disclosure document or in any amendment or supplement thereto any material fact required to be stated therein or necessary to make the statements therein not misleading or (c) any and all Claims arising in any matter out of, relating to or in connection with any conduct by any Loan Party or their respective employees or agents or any action or failure to act undertaken by any book-running manager under the Facility Agreements at any Loan Party's request or with any Loan Party's consent. No

Indemnitee shall be liable for any damages arising from the use by unauthorized Persons of information or other materials sent through electronic, telecommunication or other information transmission systems that are intercepted by other Persons.

11.15.3 *Gross Negligence.* The indemnity obligation of the Company pursuant to this Section 11.15 shall not apply with respect to an Indemnitee, to the extent arising as a result of the fraud, bad faith, gross negligence or willful misconduct of such Indemnitee, as finally judicially determined by a court of competent jurisdiction, but shall continue to apply to other Indemnitees.

11.15.4 *Unenforceability.* To the extent that the undertaking in the preceding paragraphs of this *Section 11.15* may be unenforceable because it is violative of any law or public policy, the Company will contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of such undertakings.

11.15.5 *Foreclosure.* The provisions of this *Section 11.15* shall survive foreclosure of the Security Documents and satisfaction or discharge of the Company's obligations hereunder, and shall be in addition to any other rights and remedies of any Indemnitee.

11.15.6 *Payment Due Dates.* Any amounts payable by the Company pursuant to this *Section 11.15* shall be payable within the later to occur of (a) ten (10) Banking Days after the Company receives an invoice for such amounts from any applicable Indemnitee or (b) five (5) Banking Days prior to the date on which such Indemnitee reasonably expects to pay such costs on account of which the Company's indemnity hereunder is payable, and if not paid by such applicable date shall bear interest at the highest default rate set forth in any of the Financing Agreements from and after such applicable date until paid in full in immediately available funds.

11.15.7 *Actions; Counsel.* In case any action or proceeding shall be instituted involving any Indemnitee for which indemnification is to be sought hereunder by such Indemnitee, then such Indemnitee shall promptly notify the Company of the commencement of any action or proceeding; *provided, however*, that the failure so to notify the Company shall not relieve the Company from any liability that the Company may have to such Indemnitee pursuant to *Section 11.15.2* or from any liability that the Company may have to such Indemnitee other than pursuant to *Section 11.15.2*, except to the extent such failure to provide such prompt notice to the Company has prejudiced the defense of the action or proceeding. Notwithstanding the above, following such notification, the Company may elect in writing to assume the defense of such action or proceeding, and, upon such election, the Company shall not be liable for any legal costs subsequently incurred by such Indemnitee (other than reasonable costs of investigation and providing evidence) in connection therewith, unless (i) the Company has failed to provide counsel reasonably satisfactory to such Indemnitee in a timely manner, (ii) counsel provided by the Company reasonably determines that its representation of such Indemnitee would present it with a conflict of interest or (iii) the Indemnitee reasonably determines, on the advice of counsel, that there may be legal defenses available to it which are different from or in addition to those available to the Company. In connection with any one action or proceeding, the Company shall not be responsible for the fees and expenses of more than one separate law firm (in addition to local counsel) for all Indemnitees under each Facility.

11.15.8 *Reports.* The Company shall report promptly to such Indemnitee on the status of such action, suit or proceeding as material developments shall occur and from time to time as requested by such Indemnitee. The Company shall deliver to such Indemnitee a copy of each document filed or served on any party in such action, suit or proceeding, and each material document which the Company possesses relating to such action, suit or proceeding.

11.15.9 *Unconditional Release.* The Company shall not consent to the terms of any compromise or settlement of any action defended by the Company in accordance with the

foregoing without the prior consent of the Indemnitee, unless such compromise or settlement (a) includes an unconditional release of the Indemnitee from all liability arising out of such action or claim and (b) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of the Indemnitee.

11.15.10 *Settlement.* Any Indemnitee against whom any Claim is made shall be entitled, after consultation with the Company and upon consultation with legal counsel wherein such Indemnitee is advised that such Claim is reasonably meritorious, to compromise or settle any such Claim if such Indemnitee determines in its reasonable discretion that failure to compromise or settle such Claim could reasonably subject such Indemnitee to criminal liability or is reasonably likely to have a material adverse effect on such Indemnitee, the Company, the Project or such Indemnitee's interest in the Project. Any such compromise or settlement shall be binding upon the Company for purposes of this *Section 11.15*.

11.15.11 *Subrogation.* Upon payment of any Claim by the Company pursuant to this *Section 11.15* or other similar indemnity provisions contained herein to or on behalf of an Indemnitee, the Company, without any further action, shall be subrogated to any and all claims that such Indemnitee may have relating thereto, and such Indemnitee shall at the request and expense of the Company cooperate with the Company and give at the request and expense of the Company such further assurances as are necessary or advisable to enable the Company vigorously to pursue such claims.

11.16 ***Agreements Among Funding Agents and Other Secured Parties.***

11.16.1 *Intercreditor Agreements.* The Company acknowledges that (a) the Bank Agent and the Indenture Trustee have entered into the Project Lenders Intercreditor Agreement and (b) the Bank Agent, the Indenture Trustee and the FF&E Agent have entered into the FF&E Intercreditor Agreement, and agrees that the agreements set forth therein do not violate the Bank Agent's, the FF&E Agent's or the Indenture Trustee's obligations to the Company under the Financing Agreements. The Company agrees not to take any action to invalidate or challenge the validity of, or assert in writing the invalidity of any provisions of the Intercreditor Agreements. Notwithstanding anything to the contrary contained herein or in any other Financing Agreement, (a) at such time that all Obligations under the Bank Credit Facility or under the Second Mortgage Notes Indenture have been indefeasibly paid or otherwise satisfied in full in immediately available funds and all Commitments thereunder have been terminated, each reference to the Project Lenders Intercreditor Agreement shall be of no further force or effect and (b) at such time as all Obligations under either (i) the Bank Credit Facility and the Second Mortgage Notes Indenture or (ii) the FF&E Facility have been indefeasibly paid or otherwise satisfied in full in immediately available funds and all Commitments thereunder have been terminated, each reference to the FF&E Intercreditor Agreement shall be of no further force or effect. Notwithstanding any other provision in this Agreement to the contrary, as among the Secured Parties, no provision hereof shall be deemed to relieve or in any way affect the Secured Parties' respective obligations or liabilities under the Intercreditor Agreements. The Company is not a third party beneficiary of the Intercreditor Agreements and shall have no right to enforce the same against any party.

11.16.2 *Calculations.* Each Funding Agent agrees with each of the other Funding Agents that it will, upon request, provide such information to the other Funding Agents and the Disbursement Agent as may be necessary to enable them to make any calculation required under the Financing

Agreements.

11.16.3 *Termination of Commitments.* Each of the Bank Agent and the FF&E Agent agree with each of the other Funding Agents that it will provide notice to each other Funding Agent and the Disbursement Agent of any termination of their respective Commitments within three (3) Banking Days of such termination.

11.17 ***Counterparts.*** This Agreement may be executed in one or more duplicate counterparts (including by facsimile) and when signed by all of the parties listed below shall constitute a single binding agreement.

11.18 ***Termination.*** This Agreement shall, subject to *Section 11.13* and to the next sentence, terminate and be of no further force or effect upon completion of the transfer and release of funds contemplated by *Section 2.9*. The provisions of *Article 9* and *Section 11.15* shall survive the termination of this Agreement.

11.19 ***Amendments.*** From and after the initial Advance under the Bank Credit Facility, the Bank Agent, acting at the direction of the Bank Lenders (and without the consent of the Indenture Trustee or the FF&E Agent), may from time to time agree with the Company to amend the requirements set forth on *Exhibit X-1*; provided, however, that no such amendment shall cause the standards set forth in *Exhibit X-1* to be lower than the standards set forth in *Exhibit X-2*. From and after the initial Advance under the Bank Credit Facility, the Bank Agent and the FF&E Agent may, without the consent of the Indenture Trustee, amend the Disbursement Agreement or waive any Potential Event of Default or Event of Default by or with respect to the Company or any Loan Party; provided, however, that without the consent of the holders of a majority (in aggregate principal amount) of the Second Mortgage Notes, (i) such waiver of any Potential Event of Default or Event of Default must be made not later than one hundred eighty (180) days following the applicable date notice of such Potential Event of Default or Event of Default was delivered to the Disbursement Agent pursuant to *Section 5.7.1*, or, if no such notice was delivered, the date of occurrence of such Potential Event of Default or Event of Default, (ii) neither the Bank Agent nor the FF&E Agent shall waive any Potential Event of Default or Event of Default which otherwise independently (not by cross-default or cross-reference to another agreement) constitutes a default or event of default under the Second Mortgage Notes Indenture, (iii) neither the Bank Agent nor the FF&E Agent shall amend the definition of or the conditions or circumstances requiring a Required Scope Change Approval nor waive any Potential Event of Default or Event of Default resulting from, or any condition relating to, implementation of a Scope Change for which a Required Scope Change Approval is required pursuant to *Section 6.2.1* or (iv) amend or waive any Potential Event of Default or Event of Default under *Section 7.1.2* or *Section 7.1.11* or amend or waive any provision so as to effect an amendment or waiver of such Sections.

(a) Except as otherwise provided in clause (a) above, any amendment to this Agreement must be in writing and must be signed by each party hereto.

11.20 ***Suretyship Waivers.*** Each of Wynn Las Vegas Capital Corp. and Wynn Design hereby waives any and all defenses available to a surety or guarantor, whether arising as a result of the joint and several liability hereunder or otherwise. Without limiting the generality of the foregoing, the waivers of the guarantors under Section 2.5 of the Bank Guarantee and Collateral Agreement and the "FF&E Guaranty" (as defined in the FF&E Facility Agreement) are hereby incorporated herein by this reference mutatis mutandis and such waivers shall be deemed to be made by Wynn Las Vegas Capital Corp. and Wynn Design hereunder as if such waivers had been expressly set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their officers thereunto duly authorized as of the day and year first above written.

COMPANY:

WYNN LAS VEGAS, LLC,
a Nevada limited liability company

By: Wynn Resorts Holdings, LLC,
a Nevada limited liability company,
its sole member

By: Valvino Lamore, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts, Limited,
a Nevada corporation,
its sole member

By: _____

Name: _____

Title: _____

WYNN LAS VEGAS CAPITAL CORP.,
a Nevada corporation

By: _____

Name: _____

Title: _____

WYNN DESIGN & DEVELOPMENT, LLC,
a Nevada limited liability company

By: Valvino Lamore, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts, Limited,
a Nevada corporation,
its sole member

By: _____

Name: _____

Title: _____

BANK AGENT:

DEUTSCHE BANK TRUST COMPANY AMERICAS,

By: _____

Name: _____

Title: _____

INDENTURE TRUSTEE:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

DISBURSEMENT AGENT:

DEUTSCHE BANK TRUST COMPANY AMERICAS,

By: _____

Name: _____

Title: _____

FF&E AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION,

By: _____

Name: _____

Title: _____

DEFINITIONS

"Additional Contract Certificate" means an Additional Contract Certificate in the form of *Exhibit F* to the Disbursement Agreement.

"Additional Land" shall have the meaning given in the Bank Credit Agreement.

"Additional Project Document" means any other document or agreement entered into after the Closing Date, relating to the development, construction, maintenance or operation of the Project (other than the Financing Agreements but including, without limitation, any lease or license of any portion of the Project).

"Advance" means (a) with respect to the Bank Credit Facility, an advance of Loans deposited in the Collection Account or a transfer of funds from the Bank Proceeds Account to the Collection Account or the issuance of a Letter of Credit, (b) with respect to the Second Mortgage Notes, a transfer of funds from the Second Mortgage Notes Proceeds Account to the Collection Account, (c) with respect to the FF&E Facility, (i) an advance of Loans deposited in the Collection Account (or with respect to the FF&E Reimbursement Advance, deposited in the Company's Funds Account), (ii) a transfer of funds from the FF&E Proceeds Account to the Collection Account, (iii) the advance of Loans in the amount of $38,500,000 to the Original Aircraft Lender to refinance the indebtedness incurred to fund the acquisition of the Aircraft and (iv) the advance of Loans in the amount of up to **[$]** to finance the cost of the replacement Aircraft pursuant to *Section 7.5(p)* of the FF&E Facility Agreement to the extent such cost exceeds the proceeds from the sale of the existing Aircraft, and (d) with respect to amounts on deposit in the Company's Funds Account, a release of funds from the Company's Funds Account, in each case, made pursuant to *Article 2* of the Disbursement Agreement and (except with respect to funds on deposit in the Company's Funds Account) the applicable Facility Agreements under which all or any part of such Advance is requested.

"Advance Confirmation Notice" has the meaning given in *Section 2.4.3(a)(i)* of the Disbursement Agreement.

"Advance Date" means the date on which an Advance is required to be deposited in the Collection Account pursuant to *Section 2.4.4(a)(ii)* of the Disbursement Agreement.

"Advance Request" means an advance request and certificate in the form of *Exhibit C-1* to the Disbursement Agreement.

"Affiliate" as applied to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by," and "under common control with") as applied to any Person means the power, directly or indirectly, either to (a) vote 10% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"Affiliate Real Estate Agreements" means, collectively, the Golf Course Lease, the Driving Range Lease, the Parking Facility Lease, the Shuttle Easement, the Building Lease, the Art Gallery Lease and the Dealership Lease Agreement.

"Aircraft" has the meaning given in the FF&E Facility Agreement.

"Anticipated Cost Report" means a cost report in the format of the Summary Anticipated Cost Report but which, instead of setting forth the indicated information for each Line Item Category, sets forth the indicated information for each Line Item.

"Anticipated Earnings" means, at any time, with respect to the Second Mortgage Notes Proceeds Account, the Company's Funds Account, the Completion Guaranty Deposit Account and the Project Liquidity Reserve Account, respectively, the amount of investment income which the Company reasonably determines with (a) the reasonable concurrence of the Construction Consultant and (b) the concurrence of the Disbursement Agent (acting in its sole discretion exercised in good faith) will accrue on the funds in each such Company Account through the anticipated Completion Date, taking into account the current and future anticipated rates of return on Permitted Investments in such Company Accounts and the anticipated times and amounts of draws from each such Company Account for the payment of Project Costs.

"Appraisal" means any appraisal of the FF&E Component received by the FF&E Agent pursuant to clause (d) of the definition of "Completion" from **[ ][FF&E LENDERS TO PROVIDE]** or such other Person as the FF&E Agent may select.

"Aqua Theater Design Services Agreement" means that certain Professional Design Services Agreement dated as of October 12, 2001 between the Aqua Theater Designer and Wynn Las Vegas.

"Aqua Theater Designer" means Marnell Architecture, a Professional Corporation, a Nevada corporation (fka AA Marnell II, Ltd.).

"Aqua Theater Designer's Advance Certificate" means a certificate in the form of *Exhibit C-6* to the Disbursement Agreement.

"Art Gallery Lease Agreement" means that certain Lease Agreement between Valvino and Wynn Resorts Holdings dated as of November 1, 2001.

"Availability Period" shall mean the period commencing on the Closing Date and ending on the earlier to occur of (a) the Final Completion Date and (b) the Outside Completion Deadline.

"Available Funds" means, from time to time, the sum of (i) (A) $958.8 million less the aggregate of Advances made under the Bank Credit Facility (specifically excluding Advances under the Bank Revolving Debt Service Commitment Portion), *plus* until the Completion Date, (B) the lesser of (1) the aggregate of the unutilized Bank Revolving Debt Service Commitment Portion and (2) the aggregate amount of Debt Service due and payable during the period

commencing on April 30, 2005 and ending on the Scheduled Completion Date then in effect, *plus* (ii) the aggregate then undrawn and unexpired amount of the Letters of Credit then outstanding under the Bank Credit Facility, *plus* (iii) the aggregate of the amounts on deposit in the Company's Funds Account and the Second Mortgage Notes Proceeds Account and all Anticipated Earnings thereon, *plus* (iv) the aggregate amount which the Company is entitled to withdraw from the Completion Guaranty Deposit Account and the Project Liquidity Reserve Account pursuant to *Section 5.8.2(i)* of the Disbursement Agreement but which it has not withdrawn from such Company Accounts, *plus* (v) all Anticipated Earnings on the Completion Guaranty Deposit Account and the Project Liquidity Reserve Account, plus (vi) the aggregate of the amounts on deposit in the Bank Proceeds Account, the Cash Management Account and the Interest Payment Account (after giving effect to any transfers of earnings thereon to the Company's Funds Account as contemplated in the Disbursement Agreement), *plus* (vii) the lesser of (A) the aggregate of (x) the unutilized Commitment under the FF&E Facility permitted under the FF&E Facility Agreement to be applied towards acquisition of Eligible FF&E Equipment plus (y) amounts on deposit in the FF&E Proceeds Account, and (B) the aggregate amount of Remaining Costs for Line Items allocated to Eligible FF&E Equipment which has not yet been purchased, *plus* (viii) the lesser of (A) the aggregate amount of Project Costs which the Construction Guarantor and/or the Prime Contractor has agreed or confirmed in writing, to the reasonable satisfaction of the Disbursement Agent, that it is

responsible for paying (on a timely basis relative to the Project's cash needs) from its own funds but which it has not yet paid, but only to the extent that such funds have been deposited in an account which is subject to a perfected first priority security interest in favor of the Disbursement Agent on behalf of the Project Secured Parties and (B) the aggregate amount of Remaining Costs for the "Marnell Corrao GMP" Line Item Category.

"Bank Agent" means Deutsche Bank Trust Company Americas in its capacity as Administrative Agent under the Bank Credit Agreement and its successors in such capacity.

"Bank Agent Fee Letter" means **[TO COME].**

"Bank Company Collateral Account Agreement" means that certain Bank Company Collateral Account Agreement dated as of October **[ ]**, 2002 among the Company, the Bank Agent, the Disbursement Agent and the Securities Intermediary.

"Bank Completion Guaranty Collateral Account Agreement" means that certain Bank Completion Guaranty Collateral Account Agreement dated as of October **[ ]**, 2002 among the Completion Guarantor, the Bank Agent, the Disbursement Agent and the Securities Intermediary.

"Bank Credit Agreement" means that certain Credit Agreement dated as of October **[ ]**, 2002 among Wynn Las Vegas, the Bank Agent, Deutsche Bank Securities, Inc., as advisor, lead arranger and joint book running manager, Banc of America Securities LLC, as advisor, lead arranger, joint book running manager and syndication agent, Bear, Stearns & Co. Inc., as advisor, arranger and joint book running manager, Bear Stearns Corporate Lending Inc., as joint documentation agent, Dresdner Bank AG, New York Branch, as arranger and joint documentation agent and the Bank Lenders, or any permitted refinancings thereof.

"Bank Credit Facility" means, collectively, the delay draw term loan credit facility and the revolving facility described in and made available from time to time to Wynn Las Vegas by the Bank Lenders under the Bank Credit Agreement for the purpose of paying Project Costs.

"Bank Deeds of Trust" means, collectively, the Bank Golf Course Deed of Trust, the Bank Hotel/Casino Deed of Trust, the Bank Phase II Deed of Trust, the Bank Palo Deed of Trust and the Bank DIIC Deed of Trust.

"Bank DIIC Deed of Trust" means that certain Deed of Trust to be entered into pursuant to *Section 3.3.22* of the Disbursement Agreement between Desert Inn Improvement as trustor, and Nevada Title Company as trustee, for the benefit of the Bank Agent as beneficiary, substantially in the form of *Exhibit* **[ ]** to the Bank Credit Agreement.

"Bank Fee Letter" the Amended and Restated Credit Facilities Fee Letter, dated June 14, 2002, among Valvino, Wynn Resorts Holdings, Wynn Las Vegas, Deutsche Bank Trust Company Americas, Bank of America, N.A., Bear, Sterns & Co., Inc., and those certain initial agents, arrangers and managers party thereto.

"Bank Golf Course Deed of Trust" means that certain Deed of Trust dated as of October **[ ]**, 2002 between Wynn Resorts Holdings as trustor, and Nevada Title Company as trustee, for the benefit of the Bank Agent as beneficiary.

"Bank Guarantee and Collateral Agreement" means that certain Guarantee and Collateral Agreement dated as of October **[ ]**, 2002, executed by Wynn Las Vegas and each other Loan Party, in favor of the Bank Agent.

"Bank Hotel/Casino Deed of Trust" means that certain Deed of Trust dated as of October **[ ]**, 2002 between Wynn Las Vegas as trustor, and Nevada Title Company as trustee, for the benefit of the Bank Agent as beneficiary.

"Bank IP Security Agreement" means that certain Bank Intellectual Property Security Agreement dated as of October **[ ]**, 2002, made by the Wynn Las Vegas for the benefit of the Bank Agent.

"Bank Lenders" means (a) the financial institutions which are now, or may in the future become, parties to the Bank Credit Agreement and (b) the counterparties to Interest Rate Agreements that are permitted to be secured by the Bank Security Documents, in each case, or their successors or assignees in such capacity as lenders or counterparties, as the case may be, under the Bank Credit Agreement.

"Bank Local Company Collateral Account Agreement(s)" means one or more control agreements with respect to the Cash Management Account and the Operating Account substantially in the form of *Exhibit Z-1* and entered into by a bank that is reasonably acceptable to the Disbursement Agent pursuant to *Sections 2.3.5 and 2.3.9* of the Disbursement Agreement.

"Bank Palo Deed of Trust" means that certain Deed of Trust dated as of October **[ ]**, 2002 between Palo as trustor, and Nevada Title Company as trustee, for the benefit of the Bank Agent as beneficiary.

"Bank Phase II Deed of Trust" means that certain Deed of Trust dated as of October **[ ]**, 2002 between Valvino as trustor, and Nevada Title Company as trustee, for the benefit of the Bank Agent as beneficiary.

"Bank Proceeds Account" means the account referenced in *Section 2.3.7* of the Disbursement Agreement and established pursuant to the Bank Company Collateral Account Agreement.

"Bank Revolver Debt Service Commitment Portion" means the portion of the Bank Revolving Facility made available to Wynn Las Vegas by the Bank Lenders solely after the Scheduled Completion Date for the purpose of paying Debt Service under *Section 4.16(a)* of the Bank Credit Agreement.

"Bank Revolving Facility" means the portion of the revolving loan credit facility described in and made available from time to time to Wynn Las Vegas by the Bank Lenders under the Bank Credit Agreement for the purpose of paying Project Costs.

"Bank Security Documents" means the Bank Deeds of Trust, the Bank Guarantee and Collateral Agreement, the Bank IP Security Agreement, the Bank Company Collateral Account Agreement, the Bank Completion Guaranty Collateral Account Agreement, the Bank Local Company Collateral Account Agreements, the Completion Guaranty and any other guaranties, deeds of trust, security agreements or collateral account agreements executed from time to time by any Loan Party and/or any of their direct or indirect Affiliates in favor of the Bank Agent or the Bank Lenders to guaranty or secure the obligations under the Bank Credit Facility.

"Banking Day" means (a) for all purposes other than as covered by clause (b) below, any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York, Nevada or Utah or is a day on which banking institutions located in either such state are authorized or required by law or other governmental action to close, and (b) with respect to all notices, determinations, fundings and payments in connection with the "Eurodollar Rate" (as defined in the Bank Credit Agreement) or any "Eurodollar Loans" (as defined in the Bank Credit Agreement"), any day that is a Banking Day described in clause (a) above and that is also a day for trading by and between banks in Dollar deposits in the London, England interbank market.

"Bankruptcy" means, with respect to any Person, that (i) a court having jurisdiction over any Project Security shall have entered a decree or order for relief in respect of such Person in an involuntary case under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law now or hereafter in effect, which decree or order has not been stayed; or any other similar relief shall have been granted under any applicable federal or state law; or (ii) an involuntary case shall be commenced against such Person, under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law now or hereafter in effect; or a decree or order of a court having

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jurisdiction over any Project Security for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over such Person, or over all or a substantial part of its property, shall have been entered; or there shall have occurred the involuntary appointment of an interim receiver, trustee or other custodian of such Person, for all or a substantial part of its property; or a warrant of attachment, execution or similar process shall have been issued against any substantial part of the property of such Person, and any such event described in this clause (ii) shall continue for 60 days unless dismissed, bonded or discharged; or (iii) such Person shall have an order for relief entered with respect to it or shall commence a voluntary case under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law now or hereafter in effect or shall consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; or such Person shall make any assignment for the benefit of creditors, or shall fail generally, or shall admit in writing its inability, to pay its debts as such debts become due and payable or if the fair market value of its assets does not exceed its aggregate liabilities; or (iv) such Person shall, or the board of directors, manager or managing member of such Person (or any committee thereof) shall, adopt any resolution or otherwise authorize any action to approve any of the actions referred to in clause (iii) above.

"Bankruptcy Code" means Title 11 of the United Sates Code entitled "Bankruptcy," as now and hereafter in effect, or any successor statute thereto.

"Base Rate Loans" means (a) with respect to Loans under the Bank Credit Facility, "Base Rate Loans" as defined in the Bank Credit Agreement and (b) with respect to Loans under the FF&E Facility, Loans in respect of which interest is payable at the "Base Rate" as defined in the FF&E Facility Agreement.

"Building Department" means the Clark County Building Department.

"Building Lease" means, that certain Lease Agreement, dated as of **[ ]**, by and between Valvino, as lessor, and Wynn Las Vegas, as lessee, with respect to the lease of space in the Phase II Land Building.

"Business Plan" shall have the meaning given in *Section 3.1.9* in the Disbursement Agreement.

"Buy-Sell Agreement" means that certain Buy-Sell Agreement dated as of June 13, 2002 among Stephen A. Wynn, an individual, Kazuo Okada, an individual, Aruze USA, Inc., a Nevada corporation, and Aruze Corp., a Japanese public corporation.

"Capital Corp." means Wynn Las Vegas Capital Corp., a Nevada corporation.

"Capital Stock" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all classes of membership interests in a limited liability company, any and all classes of partnership interests in a partnership, any and all equivalent ownership interests in a Person, and any and all warrants, rights or options to purchase any of the foregoing.

"Cash Management Account" means the account referenced in *Section 2.3.5* of the Disbursement Agreement and established pursuant to the Local Account Company Collateral Account Agreements.

"Casino Land" means the approximately 55-acre tract of land owned by Wynn Las Vegas upon which the hotel and casino portion of the Project will be built, as more particularly described in *Exhibit T-4* to the Disbursement Agreement. **[CONFORM TO CREDIT AGREEMENT**]

"Claims" has the meaning given in *Section 11.15.2* of the Disbursement Agreement.

"Closing Date" means the first date on which each of the conditions precedent listed in *Section 3.1* of the Disbursement Agreement have been satisfied or waived.

"Closing Financing Agreements" has the meaning given in *Section 3.1.1(a)* of the Disbursement Agreement.

"Collateral Account Agreements" means, collectively, the Company Collateral Account Agreements, the FF&E Collateral Account Agreement, the Completion Guaranty Collateral Account Agreements and any other collateral account agreement entered into on or after the Closing Date granting any one or more of the Lenders a security interest in any account.

"Collection Account" means the account referenced in *Section 2.3.3* of the Disbursement Agreement and established pursuant to the Company Collateral Account Agreements

"Commitment" means, (a) with respect to the Bank Credit Facility, the aggregate principal amount of all Loans to the Company which may be made under such Facility for the purpose of financing Project Costs and (b) with respect to each other Facility, the aggregate principal amount of all Loans or other advances to the Company which may be made under such Facility, as specified in the applicable Facility Agreement.

"Commitment Letter" means that certain Amended and Restated Commitment Letter dated June 14, 2002, among Valvino, Wynn Resorts Holdings, Wynn Las Vegas, Deutsche Bank Trust Company Americas, Bank of America, N.A., Bear, Sterns & Co., Inc., and those certain initial agents, arrangers and managers party thereto.

"Company" means Wynn Las Vegas, Capital Corp. and Wynn Design, jointly and severally.

"Company Accounts Collateral" has the meaning given in *Section 10.3* of the Disbursement Agreement.

"Company Accounts" means the Company's Funds Account, the Second Mortgage Notes Proceeds Account, the Collection Account, the Disbursement Account, the Cash Management Account, the Soft Costs Cash Management Sub-Account, the Hard Costs Cash Management Sub-Account, the Company's Payment Account, the Interest Payment Account, the Bank Proceeds Account, the FF&E Proceeds Account, the Operating Account, the Completion Guaranty Deposit Account, the Project Liquidity Reserve Account and any other accounts or sub-accounts established pursuant to the Collateral Account Agreements.

"Company Collateral Account Agreements" means, collectively, the Bank Company Collateral Account Agreement and the Second Mortgage Notes Company Collateral Account Agreement, the Bank Local Company Collateral Account Agreements and the Second Mortgage Notes Local Company Collateral Account Agreements.

"Company's Closing Certificate" means a Closing Certificate in the form of *Exhibit B-1* to the Disbursement Agreement.

"Company's Funds Account" means the account referenced in *Section 2.3.1* of the Disbursement Agreement and established pursuant to the Company Collateral Account Agreements.

"Company's Payment Account" means the account referenced in *Section 2.3.10* of the Disbursement Agreement and established pursuant to the Local Account Company Collateral Account Agreements.

"Completion" means that each of the following has occurred:

(a) the Opening Date shall have occurred under *Section 6.6* of the Disbursement Agreement;

(b) all Contractors and Subcontractors have been paid in full (other than (A) Retainage Amounts and other amounts that, as of the Completion Date, are being withheld from the Contractors and Subcontractors in accordance with the provisions of the Project Documents, (B) amounts being contested in accordance with the Financing Agreements so long as adequate reserves

have been established through an allocation in the Anticipated Cost Report and in accordance with any requirements of such Financing Agreements and (C) amounts payable in respect of Project Punchlist Items to the extent not covered by the foregoing clause (A));

(c) for Project Punchlist Items:

(i) a list of any remaining Project Punchlist Items shall have been delivered to the Construction Consultant and the Disbursement Agent by the Company and approved by the Construction Consultant as a reasonable final punchlist (such approval not to be unreasonably withheld); and

(ii) a written agreement with all Contractors performing work with respect to Project Punchlist Items shall have been entered into by the Company and such Contractor detailing the cost of remaining Project Punchlist Items and shall have been delivered to the Construction Consultant and the Disbursement Agent by the Company and approved by the Construction Consultant and the Disbursement Agent;

(d)

for the FF&E Component:

(i) the Company shall have, at its own cost and expense, caused to be completed and delivered to the FF&E Agent an Appraisal demonstrating the Fair Market Value of the items comprising the FF&E Component (excluding the Aircraft). If the aggregate principal amount of Loans advanced under the FF&E Facility (excluding the amounts advanced pursuant to *Sections 2.5.1(b)* of the Disbursement Agreement) exceeds 75% of the aggregate Fair Market Value of the FF&E Component as reflected in such Appraisal (excluding the Aircraft), the Company shall promptly cause, with the consent of the FF&E Agent, first (A) additional items of Eligible FF&E Equipment of a particular type or class selected by the Company (and otherwise acceptable to the FF&E Agent) to become part of the FF&E Component and subject to the first priority security interest of the FF&E Security Documents while the FF&E Agent simultaneously releases another particular type or class of items of Eligible FF&E Equipment currently part of the FF&E Component and subject to the FF&E Security Documents and selected by the FF&E Agent, in order that, in either case, the aggregate principal amount of Loans advanced under the FF&E Facility (excluding the amounts advanced pursuant to *Sections 2.5.1(b)* of the Disbursement Agreement) does not exceed 75% of the Fair Market Value of the FF&E Component (excluding the Aircraft), and second (B) additional items of Eligible FF&E Equipment of any type or class selected by the Company (and otherwise acceptable to the FF&E Agent) to become part of the FF&E Component and subject to the first priority security interest of the FF&E Security Documents.

(ii) a final list of the fixtures, furniture and equipment that constitutes the FF&E Component shall have been delivered by the Company to the Construction Consultant and the Disbursement Agent.

(e) the Title Insurer shall have issued a title insurance endorsement with respect to all work performed by any Contractor or Subcontractor prior to the Completion Date;

(f) delivery of an update to the Business Plan previously delivered under *Section 3.1.9* of the Disbursement Agreement and a written analysis of the business and prospects of the Loan Parties, in each case for the period from the Completion Date through the end of the calendar year in which the Completion Date occurs, all in form and substance satisfactory to the Bank Lenders and the FF&E Lenders;

(g) the Prime Contractor, the Golf Course Contractor and the Parking Structure Contractor each shall have delivered its Completion Certificate certifying, among other things, as to

"substantial completion" of the work under its respective Construction Agreement and such certifications shall have been accepted by the Company and the Construction Consultant in accordance with *Section 6.2.2* of the Disbursement Agreement; and

(h) for each Contract and Subcontract for which a Payment and Performance Bond is required pursuant to *Section 5.14* of the Disbursement Agreement and for which the Company (or the applicable Contractor) will release retainage as a result of Completion being achieved, the Company shall have delivered from the surety under each such Payment and Performance Bond a "Consent of Surety to Reduction in or Partial Release of Retainage" (AIA form G707A).

"Completion Certificates" means, collectively, the Completion Certificates in the form of *Exhibits W-1*, *W-2*, *W-3*, *W-4*, *W-5*, *W-6*, *W-7*, and *W-8* to the Disbursement Agreement to be delivered by the Company, the Construction Consultant, the Project Architect, the Prime Contractor, the Golf Course Designer, the Aqua Theater Designer, the Golf Course Contractor and the Parking Structure Contractor, respectively.

"Completion Date" means the date on which the Disbursement Agent countersigns the Company's Completion Certificate acknowledging that Completion has occurred.

"Completion Guarantor" means Wynn Completion Guarantor, L.L.C., a Nevada limited liability company.

"Completion Guaranty" means that certain Completion Guaranty dated as of October **[ ]**, 2002 executed by the Completion Guarantor in favor of the Bank Agent (acting on behalf of the Bank Lenders) and the Indenture Trustee (acting on behalf of the Second Mortgage Note Holders).

"Completion Guaranty Collateral Account Agreements" means, collectively, the Bank Completion Guaranty Collateral Account Agreement and the Second Mortgage Notes Completion Guaranty Collateral Account Agreement.

"Completion Guaranty Deposit Account" means the account referenced in *Section 2.3.11* of the Disbursement Agreement and established pursuant to the Completion Guaranty Collateral Account Agreement.

"Completion Guaranty Release Certificates" means, collectively, the Completion Guaranty Release Certificates in the form of *Exhibits V-5* and *V-6* to the Disbursement Agreement to be delivered by the Company and the Construction Consultant, respectively.

"Completion Guaranty Release Conditions" that (a) Completion shall have occurred, (b) a Notice of Completion has been posted with respect to the Project and recorded in the Office of the County Recorder of Clark County, Nevada and the statutory period for filing mechanics liens under Nevada law with respect to work performed before filing such Notice of Completion has expired, (c) the Funding Agents have received final 101.6 endorsements from the Title Insurer insuring the priority of their respective Liens on the Project Security, (d) the Company shall have delivered to the Disbursement Agent, the Bank Agent, the Indenture Trustee and the FF&E Agent its Final Completion Certificate certifying that (i) all Project Punchlist Items have been completed other than Punchlist Items with an aggregate value (as reasonably determined by the Construction Consultant) of not more than $17.5 million so long as 150% of the Project Punchlist Completion Amount for such uncompleted Punchlist Items shall have been reserved in the Company's Funds Account, the Bank Proceeds Account, the FF&E Proceeds Account and/or the Completion Guaranty Deposit Account and (ii) the Company has settled with the Contractors all claims for payments and amounts due under the Contracts and the Company has received a final lien release from each Contractor and Subcontractor as required under the Disbursement Agreement, each in the form of *Exhibit N* to the Prime Construction Contract other than with respect to disputed claims (including claims subject to audit

before payment) not exceeding $15.0 million in the aggregate so long as an amount equal to such disputed amounts shall have been reserved in the Company's Funds Account, the Bank Proceeds Account, the FF&E Proceeds Account and/or the Completion Guaranty Deposit Account, (e) the Construction Consultant shall have delivered its Completion Guaranty Release Date Certificate, and (f) the Company shall have delivered from the surety under each Payment and Performance Bond required pursuant to *Section 5.14* of the Disbursement Agreement a "Consent of Surety to Final Payment" (AIA form G707) other that with respect to Contracts and Subcontract which the Company is disputing amounts in accordance with clause (d)(ii) above.

"Completion Guaranty Release Date" means the date on which the Disbursement Agent countersigns the Company's Completion Guaranty Release Certificate acknowledging that Completion Guaranty Release Conditions have been satisfied.

"Consents" means consents to the collateral assignment by the Company of Material Project Documents in the form of *Exhibit S* to the Disbursement Agreement.

"Construction Agreements" means, collectively, the Prime Construction Contract, the Golf Course Construction Contract and the Parking Structure Construction Contract.

"Construction Consultant" means Inspection & Valuation International, Inc. or any other Person designated from time to time by the Bank Agent, in its sole discretion acting pursuant to the Disbursement Agreement, to serve as the Construction Consultant under the Disbursement Agreement.

"Construction Consultant Engagement Agreement" means that certain engagement letter dated as of July 17, 2002 by and among the Construction Consultant and Deutsche Bank Trust Company Americas, as amended by that certain letter dated as of October **[ ]**, 2002 by and among the Construction Consultant, the Representatives of the Underwriters, the Disbursement Agent, the Bank Agent, the Indenture Trustee and the FF&E Agent.

"Construction Consultant's Advance Certificate" means an advance certificate in the form of *Exhibit C-2* to the Distribution Agreement.

"Construction Consultant's Closing Certificate" means a closing certificate in the form of *Exhibit B-2* to the Disbursement Agreement.

"Construction Consultant's Report" means a report or an updated report of the Construction Consultant delivered to the Disbursement Agent, the Bank Agent, the Representatives of the Underwriters and the FF&E Agent pursuant to *Section 3.1.11* and *Section 3.3.25* of the Disbursement Agreement and stating, among other things, that (a) the Construction Consultant has reviewed the Material Project Documents, the Plans and Specifications, and other material information deemed necessary by the Construction Consultant for the purpose of evaluating whether the Project can be constructed and completed in the manner contemplated by the Operative Documents, and (b) based on its review of such information, the Construction Consultant is of the opinion that the Project can be constructed in the manner contemplated by the Operative Documents and, in particular, that the Project can be constructed and completed in accordance with the Material Project Documents and the Plans and Specifications within the parameters set by the Project Schedule and the Project Budget.

"Construction Guarantor" means Austi, Inc., a Nevada corporation.

"Construction Guaranty" means that certain Continuing Guaranty dated as of June 14, 2002 executed by the Construction Guarantor in favor of Wynn Las Vegas as amended by that certain **[First Amendment to Continuing Guaranty]** dated as of October **[ ]**, 2002.

"Contract Amendment Certificate" means a Contract Amendment Certificate in the form of *Exhibit G* to the Disbursement Agreement.

"Contractors" means any architects, consultants, designers, contractors, Subcontractors, suppliers, laborers or any other Persons engaged by any Loan Party in connection with the design, engineering, installation and construction of the Project (including the Prime Contractor, the Golf Course Contractor, the Parking Structure Contractor, the Golf Course Designer and the Aqua Theater Designer).

"Contracts" means, collectively, the contracts entered into, from time to time, between any Loan Party and any Contractor for performance of services or sale of goods in connection with the design, engineering, installation or construction of the Project (including Construction Agreements, each Payment and Performance Bond and the Professional Design Services Agreements).

"Controlled Group" means all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with the Company, are treated as a single employer under *Section 414(b)* or *414(c)* of the Internal Revenue Code of 1986, as amended.

"Controlling Person" means (a) until the initial Advance under the Bank Credit Facility, the Indenture Trustee and (b) from and after the initial Advance under the Bank Credit Facility, (i) in connection with the exercise of remedies with respect to, or disbursement of funds from, the FF&E Proceeds Account during a Potential Event of Default or Event of Default, the FF&E Agent; (ii) from and after the funding of the FF&E Reimbursement Advance by the FF&E Lenders, in connection with the exercise of remedies with respect to the FF&E Component during a Potential Event of Default or Event of Default, the FF&E Agent; and (iii) in connection with any matter not specifically addressed in clauses (b)(i) and (ii) above, the Bank Agent.

"Dealership Lease Agreement" means that certain Letter of Intent, dated as of **[ ]** , by and between Kevyn, LLC, as lessor, and [ ], as lessees, with respect to the lease of space at the Project for the development and operation of a Ferrari and Maserati automobile dealership.

"Debt Service" means all principal repayments, interest or premium, if any, and other amounts payable or accrued from time to time under any of the Bank Credit Agreement, the Second Mortgage Notes, or the FF&E Facility.

"Deeds of Trust" means, collectively, the Bank Deeds of Trust and the Second Mortgage Notes Deeds of Trust.

"De Minimis Scope Change(s)" means any Scope Change which does not increase or decrease the amount of Project Costs by more than $250,000; *provided* that, the aggregate absolute value of all such De Minimis Scope Changes may not exceed $10,000,000, in the aggregate.

"Delivery Requirement" has the meaning given to such term in the Bank Credit Agreement.

"Desert Inn Improvement" means Desert Inn Improvement Co., a Nevada corporation.

"Desert Inn Water" means Desert Inn Water Company, LLC, a Nevada limited liability company.

"Development Agreements" means collectively, that certain Restrictive Covenant Running with the Land by and between Clark County, Nevada and Sheraton Desert Inn Corporation, dated as of December 9, 1999, that certain Dedication Agreement by and between Clark County, Nevada and Hotel A LLC, a Nevada limited liability company, dated as of May 21, 2002 and any other agreements relating to the construction of the Project entered into between the Company and a Governmental Authority.

"Disbursement Account" means the account referenced in *Section 2.3.4* of the Disbursement Agreement and established pursuant to the Company Collateral Account Agreements.

"Disbursement Agent" means Deutsche Bank Trust Company Americas, in its capacity as the disbursement agent under the Disbursement Agreement and its successors in such capacity.

"Disbursement Agent Fee Letter" means **[TO COME].**

"Disbursement Agreement" means that certain Master Disbursement Agreement dated as of October **[ ]**, 2002 among the Company, the Bank Agent, the Indenture Trustee, the FF&E Agent and the Disbursement Agent.

"Disposition" has the meaning given in the Bank Credit Agreement.

"Dollar" and "$" means dollars in lawful currency of the United States of America.

"Driving Range Lease" means that certain Driving Range Lease dated as of **[, 2002]** between Valvino, as landlord, and Wynn Las Vegas, as tenant.

"Eligible FF&E Equipment" means the fixtures, furniture and equipment eligible to be financed under the FF&E Facility and described on *Exhibit T-2*.

"Environmental Claim" means any and all obligations, liabilities, losses, administrative, regulatory or judicial actions, suits, demands, decrees, claims, liens, judgments, warning notices, notices of noncompliance or violation, investigations, proceedings, removal or remedial actions or orders, or damages (foreseeable and unforeseeable, including consequential and punitive damages), penalties, fees, out-of-pocket costs, expenses, disbursements, attorneys' or consultants' fees, relating in any way to any Environmental Law or any Permit issued under any such Environmental Law (hereafter "*Claims*") including (a) any and all Claims by Governmental Authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law, and (b) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Hazardous Substances or arising from alleged injury or threat of injury to health, safety or the environment.

"Environmental Law" means any of:

(a) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*) ("*CERCLA*");

(b) the Federal Water Pollution Control Act (33 U.S.C. Section 1251 *et seq.*) ("*Clean Water Act*" or "*CWA*");

(c) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq.*) ("*RCRA*");

(d) the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.*) ("*AEA*");

(e) the Clean Air Act (42 U.S.C. Section 7401 *et seq.*) ("*CAA*");

(f) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001 *et seq.*) ("*EPCRA*");

(g) the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Section 136 *et seq.*) ("*FIFRA*");

(h) the Oil Pollution Act of 1990 (P.L. 101-380, 104 Stat. 486);

(i) the Safe Drinking Water Act (42 U.S.C. Sections 300f *et seq.*) ("*SDWA*");

(j) the Surface Mining Control and Reclamation Act of 1974 (30 U.S.C. Sections 1201 *et seq.*) ("*SMCRA*");

(k) the Toxic Substances Control Act (15 U.S.C. Section 2601 *et seq.*) ("*TSCA*");

(l) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 *et seq.*) ("*HMTA*");

(m) the Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. Section 7901 *et seq.*) ("*UMTRCA*");

(n) the Occupational Safety and Health Act (29 U.S.C. Section 651 *et seq.*) ("*OSHA*");

(o) the Nevada Hazardous Materials law (NRS Chapter 459);

(p) the Nevada Collection and Disposal of Solid Waste law (NRS Chapter 444);

(q) the Nevada Water Controls/Pollution law (NRS Chapter 445A);

(r) the Nevada Air Pollution law (NRS Chapter 445B);

(s) the Nevada Cleanup of Discharged Petroleum law (NRS 590.700 to 590.920, inclusive);

(t) the Nevada Control of Asbestos law (NRS 618.750 to 618.850);

(u) the Nevada Appropriation of Public Waters law (NRS 533.437 to 533.4377, inclusive);

(v) the Nevada Artificial Water Body Development Permit law (NRS 502.390);

(x) the Nevada Protection of Endangered Species, Endangered Wildlife Permit (NRS 503.585) and Endangered Flora Permit law (NRS 527.270);

(y) the Nevada Environmental Requirements Law, NRS 445C.010 to NRS 445C.120, inclusive;

(z) the Laws Regarding the Authority of the Nevada State Fire Marshall Division, NRS 477.010 to 477.250, inclusive;

(aa) the Nevada Occupational Safety and Health Act, NRS 618.005 to 618.900, inclusive; and

(bb) and all other Federal, state and local Legal Requirements which govern Hazardous Substances, and the regulations adopted and publications promulgated pursuant to all such foregoing laws.

"Environmental Matter" means any:

(a) release, emission, entry or introduction into the air including, without limitation, the air within buildings and other natural or man-made structures above ground;

(b) discharge, release or entry into water including, without limitation, into any river, watercourse, lake, or pond (whether natural or artificial or above ground or which joins or flows into any such water outlet above ground) or reservoir, or the surface of the riverbed or of other land supporting such waters, ground waters, sewer or the sea;

(c) deposit, disposal, keeping, treatment, importation, exportation, production, transportation, handling, processing, carrying, manufacture, collection, sorting or presence of any Hazardous Substance (including, without limitation, in the case of waste, any substance which constitutes a scrap material or an effluent or other unwanted surplus substance arising from the application of any process or activity (including making it re-usable or reclaiming substances from it) and any substance or article which is required to be disposed of as being broken, worn out, contaminated or otherwise spoiled);

(d) nuisance, noise, defective premises, health and safety at work, industrial illness, industrial injury due to environmental factors, environmental health problems (including, without limitation,

asbestosis or any other illness or injury caused by exposure to asbestos) or genetically modified organisms;

(e) conservation, preservation or protection of the natural or man made environment or any living organisms supported by the natural or man made environment; or

(f) other matter howsoever directly affecting the environment or any aspect of it.

"Environmental Permits" has the meaning given in the Bank Credit Agreement.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and ruling issued thereunder.

"ERISA Plan" means any employee benefit plan (other than a Multiemployer Plan) (a) maintained by the Company or any member of the Controlled Group, or to which the Company or any member of the Controlled Group contributes or is obligated to contribute, for its employees and (b) covered by Title IV of ERISA or to which *Section 412* of the Code applies.

"Event of Default" has the meaning given in *Section 7.1* of the Disbursement Agreement.

"Eurodollar Loans" means (a) with respect to Loans under the Bank Credit Facility, "Eurodollar Loans" as defined in the Bank Credit Agreement and (b) with respect to Loans under the FF&E Facility, Loans as to which the "Eurodollar Rate," as defined in the FF&E Facility Agreement, applies.

"Event of Force Majeure" means any event that causes a delay in the construction of the Project and is outside any Loan Party's reasonable control but only to the extent (a) such event does not arise out of the negligence or willful misconduct of any Loan Party and (b) such event consists of an Act of God (such as tornado, flood, hurricane, etc.); fires and other casualties; strikes, lockouts or other labor disturbances (except to the extent taking place at the Site only); riots, insurrections or civil commotions; embargoes, shortages or unavailability of materials, supplies, labor, equipment and systems that first arise after the Closing Date, but only to the extent caused by another act, event or condition covered by this clause (b); the requirements of law, statutes, regulations and other Legal Requirements enacted after the Closing Date (unless such Loan Party should, in the exercise of due diligence and prudent judgment, have anticipated such enactment); orders or judgments; or any similar types of events, *provided* that the Company has sought to mitigate the impact of the delay.

"Event of Loss" means, with respect to any property or asset (tangible or intangible, real or personal), any of the following: (A) any loss, destruction or damage of such property or asset; (B) any actual condemnation, seizure or taking by exercise of the power of eminent domain or otherwise of such property or asset, or confiscation of such property or asset or the requisition of the use of such property or asset; or (C) any settlement in lieu of clause (B) above.

"Exhaustion" means, (a) with respect to the Bank Credit Facility and the FF&E Facility, the time at which the "Commitment" under such Facility has been utilized, the Bank Proceeds Account or the FF&E Proceeds Account, as the case may be, has no funds remaining on deposit therein and no further Advances are available thereunder, (b) with respect to the Second Mortgage Notes, the time at which no funds remain in the Second Mortgage Notes Proceeds Account and (c) with respect to the Company's Funds Account, the time at which no funds remain on deposit therein.

"Facility" or "Facilities" means, as the context may require, any or all of the Bank Credit Facility, the Second Mortgage Notes Proceeds and the FF&E Facility.

"Facility Agreements" means, collectively, the Bank Credit Agreement, the Second Mortgage Notes Indenture and the FF&E Facility Agreement.

"Fair Market Value" means, with respect to the FF&E Collateral or a portion thereof as of any date, the price which a purchaser would pay to purchase such FF&E Collateral in an arm' s-length

transaction between a willing buyer and a willing seller, neither of them being under any compulsion to buy or sell. In making any determination of Fair Market Value, the appraiser shall assume such FF&E Collateral is in the same condition as it was when it was purchased by the Company (without giving effect to depreciation caused by the fact that such items may have been delivered and/or installed prior to the date of such Appraisal). Each appraiser shall use such reasonable methods of appraisal as are reasonably satisfactory to the FF&E Agent.

"FF&E Agent" means Wells Fargo Bank, National Association, in its capacity as Collateral Agent under the FF&E Facility Agreement and its successors in such capacity.

"FF&E Agent Fee Letter" means the "Collateral Agent Fee Letter" as defined in the FF&E Facility Agreement.

"FF&E Arrangement Fee Letter" means the "Arrangement Fee Letter" as defined in the FF&E Facility Agreement.

"FF&E Collateral Account Agreement" means that certain Disbursement Collateral Account Agreement (FF&E Lenders) dated as of October **[ ]**, 2002 among the Company, the FF&E Agent, the Disbursement Agent and the Securities Intermediary.

"FF&E Component" means, from time to time, any and all items constituting Eligible FF&E Equipment that have been approved (or deemed approved) by the FF&E Lenders pursuant to *Section 2.4.1(e)* or *Section 2.8* of the Disbursement Agreement and in respect of which the FF&E Lenders have advanced funds pursuant to the FF&E Reimbursement Advance or *Section 2.5.1(a)(iii)* of the Disbursement Agreement, and, in each case, any "Transaction Costs" (as defined in the FF&E Facility Agreement) related thereto; *provided*, *however*, that the term "FF&E Component" shall (a) include any items of Eligible FF&E Collateral which are added to the FF&E Component in accordance with the procedures contemplated in paragraph (d) of the definition of "Completion" and (b) shall exclude any items of Eligible FF&E Collateral which are deleted from the FF&E Component in accordance with the procedures set forth in paragraph (d) of the definition of "Completion." The FF&E Component, as it exists from time to time, shall be described in *Exhibit T-3* to the Disbursement Agreement. The FF&E Component shall not include the Aircraft.

"FF&E Facility" means the loan credit facility made available to Wynn Las Vegas by the FF&E Lenders pursuant to the FF&E Facility Agreement.

"FF&E Facility Agreement" means that certain loan agreement among Wynn Las Vegas, the FF&E Agent and the FF&E Lenders dated as of October **[ ]**, 2002, or any permitted refinancings thereof.

"FF&E Intercreditor Agreement" means that certain Intercreditor Agreement (FF&E) dated as of October **[ ]**, 2002 among the Bank Agent, the Indenture Trustee and the FF&E Agent.

"FF&E Lenders" means the financial institution(s) which are now, or may in the future become, parties to the FF&E Facility Agreement.

"FF&E Proceeds Account" means the account referenced in *Section 2.3.8* of the Disbursement Agreement and established pursuant to the FF&E Collateral Account Agreement.

"FF&E Reimbursement Advance" means the Advance made by the FF&E Lenders under the FF&E Facility in an amount equal to 75% of the aggregate amount of Project Costs previously Advanced from the Company's Funds Account and the Second Mortgage Notes Proceeds Account in respect of Eligible FF&E Component Equipment that will become FF&E Component pursuant to *Section 2.4.1(e)* of the Disbursement Agreement.

"FF&E Secured Parties" means the FF&E Agent, the FF&E Lenders, the Bank Agent, the Bank Lenders, the Indenture Trustee and the Second Mortgage Notes Holders and the Disbursement Agent acting on behalf of any of the foregoing.

"FF&E Security Documents" means collectively, (a) that certain Borrower Security Agreement dated as of October **[ ]**, 2002 between Wynn Las Vegas and the FF&E Agent, (b) that certain Aircraft Security Agreement dated as of October **[ ]**, 2002 to be executed by Wells Fargo Bank, National Association, not in its individual capacity but solely as trustee of that certain trust credit under the Trust Agreement dated May 10, 2002**,** (c) that certain Borrower Aircraft Assignment dated as of October **[ ]**, 2002 between Wynn Las Vegas and the FF&E Agent, (d) the FF&E Collateral Account Agreement and (e) any guaranties, security agreements or collateral account agreements executed from time to time by any of the Loan Parties or one or more of their direct or indirect Affiliates in favor of the FF&E Agent or the FF&E Lenders to guaranty or secure the obligations under the FF&E Facility and the FF&E Collateral Account Agreements.

"Fifty Percent Completion Date" means the date the following conditions have been satisfied as set forth in a certificate in the form of *Exhibit V-3* to the Disbursement Agreement delivered by the Company, and (other than with respect to clause (b)(B) below) a certificate in the form of *Exhibit V-4* to the Disbursement Agreement delivered by the Construction Consultant: (a) 50% of the work required to achieve completion of the Project has been completed (determined by (i) the amount of Hard Costs incurred to such date and allocated to the "Marnell Corrao GMP Contract," "Interior Furnishings/Signage/Electronic Systems," "Miscellaneous Capital Projects," "Golf Course" and "Parking Garage" Line Item Categories under the Project Budget, as compared to (ii) the total amount of Hard Costs set forth in the Project Budget (as then in effect) under the following Line Item Categories: "Marnell Corrao GMP Contract," "Interior Furnishings/Signage/Electronic Systems," "Miscellaneous Capital Projects," "Golf Course" and "Parking Garage") and (b) all Contractors and Subcontractors have been paid in full or will be paid in full with the pending Advance Request for work performed through such date (other than (A) Retainage Amounts, and other amounts, that, as of the Fifty Percent Completion Date, are being withheld from the Contractors and Subcontractors in accordance with the provisions of the Project Documents, and (B) amounts being contested in accordance with the Financing Agreements so long as adequate reserves have been established through an allocation in the Anticipated Cost Report and in accordance with any requirements of such Financing Agreements) and have provided lien waivers to the extent required under *Section 3.3.7* of the Disbursement Agreement for all work performed prior to the Fifty Percent Completion Date.

"Fifty Percent Completion Date Certificate" means a certificate issued by the Company and confirmed by Construction Consultant in the form of *Exhibit Z* to the Disbursement Agreement.

"Final Completion" means that (a) Completion shall have occurred, (b) the Project shall have received a permanent certificate of occupancy from the Building Department (and copies of such certificate shall have been delivered to the Disbursement Agent, the Bank Agent, the Indenture Trustee and the Construction Consultant), (c) a Notice of Completion has been posted with respect to the Project and recorded in the Office of the County Recorder of Clark County, Nevada and the statutory period for filing mechanics liens under Nevada law with respect to work performed before filing such Notice of Completion has expired, (d) the Funding Agents have received final 101.6 endorsements from the Title Insurer insuring the priority of their respective Liens on the Project Security, (e) the Company shall have delivered to the Disbursement Agent, the Bank Agent, the Indenture Trustee and the FF&E Agent its Final Completion Certificate certifying that (i) all Project Punchlist Items have been completed and (ii) the Company has settled with the Contractors all claims for payments and amounts due under the Contracts and the Company has received a final lien release from each Contractor and Subcontractor, (f) the Construction Consultant, the Project Architect and the Prime Contractor each shall have delivered its Final Completion Certificate and the Company and the Construction Consultant shall have accepted the Prime Contractor's Final Completion Certificate in accordance with

Section 6.2.2 of the Disbursement Agreement, (g) the Company shall have delivered to the Funding Agents an "as built survey" of the Project, and (h) the Company shall have delivered from the surety under each Payment and Performance Bond required pursuant to *Section 5.14* of the Disbursement Agreement a "Consent of Surety to Final Payment" (AIA form G707).

"Final Completion Certificates" means, collectively, the Final Completion Certificates in the forms of *Exhibits W-13*, *W-14*, *W-15*, and *W-16*, to the Disbursement Agreement to be delivered by the Company, the Construction Consultant, the Project Architect and the Prime Contractor, respectively.

"Final Completion Date" means the date on which Final Completion occurs.

"Final Plans and Specifications" means, with respect to any particular work or improvement, Plans and Specifications which (i) have received final approval from all Governmental Authorities required to approve such Plans and Specifications prior to completion of the work or improvements; (ii) contain sufficient specificity to permit the completion of the work or improvement and (iii) are consistent with the standards set forth in *Exhibit X-1* of the Disbursement Agreement.

"Financing Agreements" means, collectively, the Disbursement Agreement, the Bank Credit Agreement, the Second Mortgage Notes Indenture, the FF&E Facility Agreement, the Security Documents, the Second Mortgage Notes, the Disbursement Agent Fee Letter, the Bank Agent Fee Letter, the FF&E Agent Fee Letter and any other loan or security agreements entered into on, prior to or after the Closing Date with the Bank Agent, the Disbursement Agent, the Indenture Trustee or the FF&E Agent in connection with the financing of the Project.

"Fiscal Year" shall have the meaning given in the Bank Credit Agreement.

"Funding Agents" means, collectively, the Bank Agent, the Indenture Trustee and the FF&E Agent.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time.

"Gaming Facility" means any building or other structure used or expected to be used to enclose space in which a gaming operation is conducted and (i) is wholly or partially owned, directly or indirectly, by Wynn Las Vegas or an Affiliate of Wynn Las Vegas or (ii) any portion or aspect of which is managed or used, or expected to be managed or used, by Wynn Las Vegas or an Affiliate of Wynn Las Vegas.

"Golf Course" means Le Rêve's Tom Fazio/Stephen A. Wynn designed 18-hole golf course to be situated on the Golf Course Land.

"Golf Course Construction Contract" means that one or more construction contracts to be entered into between Wynn Resorts Holdings and/or Wynn Las Vegas and a Contractor for the construction of the Golf Course.

"Golf Course Contractor" means one or more entities that will construct the Golf Course on the Golf Course Land pursuant to the Golf Course Construction Contract.

"Golf Course Contractor's Advance Certificate" means a certificate in the form of *Exhibit C-7* to the Disbursement Agreement.

"Golf Course Design Services Agreement" means that certain **[Professional Design Services Agreement]** dated as of **[ ]** , 2002 between the Golf Course Designer and Wynn Las Vegas. **[COMPANY TO CONFIRM NAME/DATE**]

"Golf Course Designer" means T.J.F. Golf, Inc., a Florida corporation.

"Golf Course Designer's Advance Certificate" means a certificate in the form of *Exhibit C-5* to the Disbursement Agreement.

"Golf Course Driving Range Lease" means that certain Lease Agreement between Valvino, as lessor, and Wynn Las Vegas, as lessee, dated as of **[ ]**, 200**[ ]**.

"Golf Course Land" means the land on which the Golf Course is to be located, as described in *Exhibit T-4* to the Disbursement Agreement. The Golf Course Land shall include (a) the Water Utility Land (b) the Wynn Home Site until such time (if ever) as the Wynn Home Site Release Conditions shall have been satisfied and (c) the Home Site Land and Palo Home Site Land until such time (if ever) as the release conditions set forth in *Section 7.5(l)* of the Bank Credit Agreement and *Section 10.03* of the Second Mortgage Notes Indenture shall have been satisfied.

"Golf Course Land Easements" means the easements appurtenant, easements in gross, license agreements and other rights running for the benefit of the Company, Wynn Resorts Holdings, Palo or Desert Inn Improvement and/or appurtenant to the Golf Course Land, including, without limitation, those certain easements and licenses described in the Title Policy.

"Golf Course Lease" means that certain Golf Course Lease dated as of **[ ]**, 200**[ ]** between Wynn Resorts, as landlord, and Wynn Las Vegas, as tenant.

"Governmental Authority" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity, (including the Nevada Gaming Authorities, the Nevada Public Utilities Commission, any zoning authority, the FDIC, the Comptroller of the Currency or the Federal Reserve Board, any central bank or any comparable authority), any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or any arbitrator with authority to bind a party at law.

"Hard Costs" means the Project Costs set forth in the Project Budget under (a) the "Hard Cost Construction Contingency" Line Item under the "Construction Contingency" Line Item Category, together with (b) the following other Line Item Categories:

(i) Marnell Corrao GMP Contract;

(ii) Interior Furnishings/Signage/Electronic Systems;

(ii) Owner FF&E;

(iii) Miscellaneous Capital Projects;

(iv) Golf Course Construction; and

(v) Parking Garage.

"Hard Costs Cash Management Sub-Account" means the Account referenced in *Section 2.3.5* of the Disbursement Agreement and established pursuant to the Local Account Company Collateral Account Agreements.

"Hazardous Substances" means (statutory acronyms and abbreviations having the meaning given them in the definition of "Environmental Laws") substances defined as "hazardous substances," "pollutants" or "contaminants" in *Section 101* of the CERCLA; those substances defined as "hazardous waste," "hazardous materials" or "regulated substances" by the RCRA; those substances designated as a "hazardous substance" pursuant to *Section 311* of the CWA; those substances defined as "hazardous materials" in *Section 103* of the HMTA; those substances regulated as a hazardous chemical substance or mixture or as an imminently hazardous chemical substance or mixture pursuant to *Sections 6* or *7* of the TSCA; those substances defined as "contaminants" by *Section 1401* of the SDWA, if present in excess of permissible levels; those substances regulated by the Oil Pollution Act; those substances

defined as a pesticide pursuant to *Section 2(u)* of the FIFRA; those substances defined as a source, special nuclear or by-product material by *Section 11* of the AEA; those substances defined as "residual radioactive material" by *Section 101* of the UMTRCA; those substances defined as "toxic materials" or "harmful physical agents" pursuant to *Section 6* of the OSHA); those substances defined as hazardous wastes in 40 C.F.R. Part 261.3; those substances defined as hazardous waste constituents in 40 C.F.R. Part 260.10, specifically including Appendix VII and VIII of Subpart D of 40 C.F.R. Part 261; those substances designated as hazardous substances in 40 C.F.R. Parts 116.4 and 302.4; those substances defined as hazardous substances or hazardous materials in 49 C.F.R. Part 171.8; those substances regulated as hazardous materials, hazardous substances, or toxic substances in 40 C.F.R. Part 1910; in any other Environmental Laws; and in the regulations adopted and publications promulgated pursuant to said laws, whether or not such regulations or publications are specifically referenced herein.

"Hazardous Materials Activities" means any past, current, proposed or threatened activity, event or occurrence involving any Hazardous Substances, including the use, manufacture, possession, storage, holding, presence, existence, location, Release, threatened Release, discharge, placement, generation, transportation, processing, construction, treatment, abatement, removal, remediation, disposal, disposition or handling of any Hazardous Substances, and any corrective action or response action with respect to any of the foregoing.

"Home Site Land" means the approximately **[ ]** acre tract of land located on the Golf Course where residential and non-gaming related developments may be built after Disposition of the Home Site Land in accordance with *Section 7.5(l)* of the Bank Credit Agreement.

"Improvements" means the buildings, fixtures and other improvements to be situated on the Mortgaged Property.

"In Balance" means that, at the time of calculation and after giving effect to any requested Advance (or, if no Advance is then being requested, after deducting from Available Funds the amount of costs incurred but not paid since the date of the immediately preceding Advance), (a) the Unallocated Contingency Balance equals or exceeds the Required Minimum Contingency, (b) the Available Funds equal or exceed the sum of the aggregate Remaining Costs for each Line Item Category plus the Required Minimum Contingency and (c) there shall be no negative number identified for any Line Item Category in column L ("Variance Over/Under") of the Summary Anticipated Cost Report.

"Indebtedness," as applied to any Person, means (a) all indebtedness for borrowed money, (b) that portion of obligations with respect to leases which are or should be, in accordance with generally accepted accounting principles, classified as a capital lease and a liability on a balance sheet, (c) notes payable and drafts accepted representing extensions of credit whether or not representing obligations for borrowed money, (d) any obligation owed for all or any part of the deferred purchase price of property or services (excluding any such obligations incurred under ERISA), which purchase price is (i) due more than six months from the date of incurrence of the obligation in respect thereof or (ii) evidenced by a note or similar written instrument, and (e) all indebtedness secured by any Lien on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is nonrecourse to the credit of that Person. Obligations under Interest Rate Agreements do not constitute Indebtedness hereunder. All obligations under the Financing Agreements shall constitute Indebtedness hereunder.

"Indemnitees" has the meaning given in *Section 11.15.2* of the Disbursement Agreement.

"Indenture Trustee" means Wells Fargo Bank, National Association, in its capacity as the initial trustee under the Second Mortgage Notes Indenture and its successors in such capacity.

"Independent Consultants" means collectively the Construction Consultant, the Insurance Advisor or their successors appointed pursuant to the Disbursement Agreement.

"Insurance Advisor" means Marsh USA Inc., or its successor, appointed pursuant to the Disbursement Agreement.

"Insurance Advisor's Closing Certificate" means a closing certificate in the form of *Exhibit B-3* to the Disbursement Agreement.

"Intercreditor Agreements" means, collectively, the Project Lenders Intercreditor Agreement and the FF&E Intercreditor Agreement.

"Interest Payment Account" means the account referenced in *Section 2.3.6* of the Disbursement Agreement and established pursuant to the Company Collateral Account Agreements.

"Interest Rate Agreement" means any interest rate swap agreement, interest rate cap agreement, interest rate collar agreement or other similar agreement or arrangement (including, without limitation, the "Specified Hedge Agreements" as such term is defined in the Bank Credit Agreement).

"Las Vegas Jet" means Las Vegas Jet, LLC, a Nevada limited liability company.

"Legal Requirements" means all laws, statutes, orders, decrees, injunctions, licenses, permits, approvals, agreements and regulations of any Governmental Authority having jurisdiction over the matter in question, including, without limitation, Nevada Gaming Laws.

"Lender" means any of the Bank Lenders, the Second Mortgage Note Holders and the FF&E Lenders.

"Letter of Credit" has the meaning given in the Bank Credit Agreement.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statues) of any jurisdiction).

"Line Item" means each of the individual line items set forth in the Line Item Category Detailed Anticipated Cost Report and the Monthly Requisition Report (as in effect from time to time), which individual line items shall be acceptable to the Disbursement Agent and the Construction Consultant.

"Line Item Category" means each of the following line item categories of the Project Budget:

(a) Land and Buildings;

(b) Global Express Airplane Purchase;

(c) Marnell Corrao GMP Contract;

(d) Interior Furnishings/Signage/Electronic Systems;

(e) Owner FF&E;

(f) Miscellaneous Capital Projects;

(g) Golf Course;

(h) Parking Garage;

(i) Capitalized Interest & Commitment Fees;

(j) Pre-Opening Expense;

(k) Transaction Fees & Expenses;

(l) Design and Engineering Fees;

(m) Working Capital Requirements at Opening;

(n) Entertainment Production;

(o) Insurance/Utilities/Security;

(q) Property Taxes;

(p) Government Approvals & Permits;

(q) Miscellaneous Operating Costs; and

(r) **[Construction Contingency.] [CONFIRM WITH COMPANY WHETHER THERE WILL BE SEPARATE LINE ITEM *CATEGORIES* FOR HARD/SOFT COSTS CONSTRUCTION CONTINGENCIES]**

[CONFORM TO FINAL DRAFT OF EXHIBIT H-1]

"Line Item Category Detailed Anticipated Cost Report" means any of the anticipated cost reports in the forms of *Schedules 1* through **[20][CONFORM TO FINAL DRAFT OF EXHIBIT H-1]** to *Exhibit H-4* to the Disbursement Agreement and which provides, for each Line Item Category, the detailed supporting information broken down by Line Item.

"Loan Parties" shall mean Valvino, Wynn Las Vegas, Wynn Design & Development, Wynn Resorts Holdings, Capital Corp., Palo, Desert Inn Improvement, Desert Inn Water, World Travel, Las Vegas Jet, and each other Subsidiary of Valvino (other than the Completion Guarantor) which is a party to a Major Project Document or a Security Document.

"Loans" means, as the context may require (a) the Term Loans made under the Bank Credit Facility and the Revolving Credit Loans made under the Bank Revolving Facility or (b) the loans made under the FF&E Facility.

"Local Account Company Collateral Account Agreement(s)" means the Bank Local Company Collateral Account Agreements and the Second Mortgage Notes Local Company Collateral Account Agreements.

"Loss Proceeds" has the meaning given in *Section 5.21* of the Disbursement Agreement.

"Major Project Participant" shall mean each Person who is party to a Material Project Document.

"Material Adverse Effect" means a material adverse condition or material adverse change in or affecting (a) the business, assets, liabilities, property, condition (financial or otherwise), results of operations, prospects, value or management of the Company and the other Loan Parties, taken as a whole, or of any Project Credit Support Provider, or that calls into question in any material respect the Projections or any of the material assumptions on which the Projections were prepared, (b) the Project, (c) the ability of the Company to achieve Completion on or prior to the Scheduled Completion Date; (d) the validity or enforceability of any Financing Agreement; (e) the validity, enforceability or priority of the Liens purported to be created under the Security Documents; or (f) the rights and remedies of any Secured Party under any Financing Agreement.

"Material Project Document" means any of the Prime Construction Contract, the Golf Course Construction Contract, the Parking Structure Construction Contract, the Professional Design Services Agreements, the Construction Guaranty, the Water Supply Contract, the Affiliate Real Estate Agreements, **[OTHERS TO COME]** and, without duplication, any Project Document with a total contract amount in excess of $5,000,000 and each Payment and Performance Bond issued to support any of the foregoing.

"Monthly Requisition Report" means a Monthly Requisition Report in the form of *Appendix III* to *Exhibit C-1* to the Disbursement Agreement and which provides the information therein segregated by Line Item Categories and by Line Item.

"Moody's" means Moody's Investors Service, Inc., a Delaware corporation, or any successor thereof.

"Mortgaged Property" means, collectively, all real and personal property which is subject or is intended to become subject to the security interests or liens granted by any of the Bank Deeds of Trust and the Second Mortgage Note Deeds of Trust.

"Multiemployer Plan" means a multi-employer plan as defined in Section 3(37) of ERISA to which the Company or any member of the Controlled Group contributes or has an obligation to contribute on behalf of its employees.

"Nevada Gaming Authorities" means, collectively, the Nevada Gaming Commission, the Nevada State Gaming Control Board, and the Clark County Liquor and Gaming Licensing Board.

"Nevada Gaming Laws" means the Nevada Gaming Control Act, as modified in Chapter 463 of the Nevada Revised Statutes, as amended from time to time, and the regulations of the Nevada Gaming Commission promulgated thereunder, as amended from time to time.

"Notice of Advance Request" means a Notice of Advance Request in the form of *Exhibit D* to the Disbursement Agreement.

"On-Site Cash" shall have the meaning given to such term in the Bank Credit Agreement.

"Obligations" means (a) all loans, advances, debts, liabilities, and obligations, howsoever arising, owed by the Company or any other Loan Party under the Bank Credit Agreement, the Second Mortgage Notes Indenture, the FF&E Facility or otherwise to any Lender of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, pursuant to the terms of the Disbursement Agreement, any of the other Financing Agreements or any of the other Operative Documents, including all interest (including interest accruing after the maturity of the Loans and the Second Mortgage Notes and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Loan party, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), fees, premiums, if any, charges, expenses, attorneys' fees and accountants fees chargeable to any Loan Party in connection with its dealings with the such Loan Party and payable by any Loan Party hereunder or thereunder; (b) any and all sums advanced by the Disbursement Agent or any Lender in order to preserve the Project Security or preserve any Secured Party's security interest in the Project Security, including all Protective Advances; and (c) in the event of any proceeding for the collection or enforcement of the Obligations after an Event of Default shall have occurred and be continuing, the reasonable expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Project Security, or of any exercise by any Secured Party of its rights under the Security Documents, together with reasonable attorneys' fees and court costs.

"Opening Conditions" means, collectively, the following:

(a) the Funding Agents shall have received from the Company its Opening Date Certificate, pursuant to which the Company certifies that:

(i) the construction of the Project and all infrastructure and other improvements required to be constructed under applicable Legal Requirements or pursuant to the Development Agreements shall have been completed (except for Project Punchlist Items) in accordance with the Plans and Specifications;

(ii) all furnishings, fixtures and equipment necessary to use and occupy the various portions of the Project (including the hotel, the casino, the restaurants, the parking structure, all common areas and the Golf Course) for their intended uses (as more particularly set forth in *Exhibit X-1* to the Disbursement Agreement) shall have been installed and shall be operational;

(iii) all Project Costs (other than Project Costs consisting of (A) Retainage Amounts, and other amounts, that, as of the Opening Date, are being withheld from the Contractors in accordance with the provisions of the Project Documents, (B) amounts being contested in accordance with the Financing Agreements so long as adequate reserves have been established through an allocation in the Anticipated Cost Report and in accordance with any requirements of such Financing Agreements, (C) amounts payable in respect of Project Punchlist Items to the extent not covered by the foregoing clause (A) and (D) amounts incurred by any Contractors or Subcontractors within the last thirty (30) days and to be paid under the current Advance Request which has been submitted but not yet disbursed) shall have been paid in full;

(iv) the Project shall be served by, and shall be equipped to accept water, gas, electric, sewer, sanitary sewer, storm drain and other facilities and utilities necessary for use of the Project and each portion thereof for Project Intended Uses, which utility service is provided by public or private utilities over utility lines, pipes, wires and other facilities that run solely over public streets or private property (in the case of private property, pursuant to recorded easements);

(v) a Project Certificate of Occupancy shall have been issued and each other Permit required to be obtained prior to Opening shall have been obtained (including the gaming license for the Project); and

(vi) the entire Project (other than the premises to be occupied by individual retail and restaurant tenants in the Project) shall be open for business to the general public for the Project Intended Uses; *provided* that in all events all rooms shall be ready for occupancy, at least eighty-five percent (85%) of restaurant seats shall be open for business and at least sixty-seven percent (67%) of the retail tenants shall be open for business.

(b) the Construction Consultant has delivered its Opening Date Certificate approving the Company's Opening Date Certificate and the Project Architect has delivered its Opening Date Certificate;

(c) the remaining work on the Project shall be such that it will not interfere with or disrupt the operation of the Project for its intended purposes or detract from the aesthetic appearance of the Project other than to a de minimis extent;

(d) the failure to complete the remaining work would not interfere with or disrupt the operation of the Project for its intended purposes or detract from the aesthetic appearance of the Project other than to a de minimis extent; and

(e) the Company shall have available a fully trained staff to operate the Project including the hotel, casino and Golf Course in accordance with industry standards.

"Opening Date" means the date on which all or any portion of the Project is open for business, and the Opening Conditions shall have been satisfied.

"Opening Date Certificates" means, collectively, the certificates in the form of *Exhibits W-9*, *W-10*, *W-11*, and *W-12* to the Disbursement Agreement to be delivered by the Company, the Construction Consultant, the Prime Contractor and the Project Architect, respectively.

"Operating Account" means the account referenced in *Section 2.3.9* of the Disbursement Agreement and established pursuant to the Local Account Company Collateral Account Agreements.

"Operating Costs" means all actual cash costs incurred by the Company and related to the operation of the Project or any portion thereof in the ordinary course of business, including, without limitation, costs incurred for labor, consumables, utility services, and all other operation related costs; *provided* that (a) Operating Costs shall not include non-cash charges (including depreciation and amortization), (b) Debt Service shall constitute Operating Costs from and after the Completion Date but not prior to such date **[and (c) operating costs of the "preview center" at the Site shall constitute Operating Costs at all times.] [CONFIRM WITH COMPANY, WILL THERE BY A PREVIEW CENTER?**]

"Operative Documents" means the Financing Agreements and the Project Documents.

"Original Aircraft Lender" means Bank of America, N.A.

"Outside Completion Deadline" means September 30, 2005, as the same may from time to time be extended pursuant to *Section 6.4* of the Disbursement Agreement.

"Outstanding Releases" has the meaning given in *Section 3.3.7* of the Disbursement Agreement.

"Palo" means Palo, LLC, a Delaware limited liability company.

"Palo Home Site Land" means the approximately 1.24-acre tract of land adjacent to the Golf Course owned by Palo, as more particularly described in *Exhibit T-4* to the Disbursement Agreement.

"Palo Permitted Encumbrances" has the meaning given in *Section 3.1.28* of the Disbursement Agreement.

"Parking Facility Lease" means that certain Parking Facility Lease dated as of **[, 2002]** between Valvino, as landlord, and Wynn Las Vegas, as tenant.

"Parking Structure Construction Contract" means that certain Design/Build Agreement dated as of June 6, 2002 between the Company and the Parking Structure Contractor.

"Parking Structure Contractor" means Bomel Construction Company, Inc., a California corporation.

"Payment and Performance Bond" means any Payment and Performance Bond delivered under any Contract or Subcontract (including the Prime Contractor Payment and Performance Bond) in favor of the Company or the Prime Contractor, the Bank Agent acting on behalf of the Bank Lenders) and the Indenture Trustee (acting on behalf of the Second Mortgage Note Holders) supporting the Contractor's or Subcontractor's obligations under any such Contract.

"Permits" means all authorizations, consents, decrees, permits, waivers, privileges, approvals from and filings with all Governmental Authorities necessary for the construction, development, ownership, lease or operation of the Project in accordance with the Operative Documents.

"Permitted Businesses" means (i) the gaming business, (ii) the development, construction, ownership and operation of a Gaming Facility, (iii) all businesses, whether or not licensed by the Nevada Gaming Authorities, which are necessary for, incident to, useful to, arising out of, supportive of or connected to the development, construction, ownership or operation of a Gaming Facility, (iv) any development, construction or operation of lodging, retail, restaurant or convention facilities, sports or entertainment facilities, food and beverage distribution operations, transportation services (including operation of the Aircraft and chartering thereof), parking services, sales and marketing services or other activities related to the foregoing, (v) any business (including any related internet business) that is a reasonable extension, development or expansion of any of the foregoing or incidental thereto and/or (vi) the ownership by a Person of Capital Stock in its directly "Wholly Owned Subsidiaries" as

defined in the Bank Credit Agreement; *provided*, *however*, that with respect to Wynn Las Vegas and its Subsidiaries, the foregoing shall only be Permitted Businesses to the extent related to the Project or furtherance of the Project's development, construction, ownership and operation.

"Permitted Encumbrances" means the Wynn Las Vegas Permitted Encumbrances, the Valvino Permitted Encumbrances, the Water Companies Permitted Encumbrances, the Palo Permitted Encumbrances, the Wynn Resorts Holdings Permitted Encumbrances and the DIIC Permitted Encumbrances.

"Permitted Investments": means, prior to the Completion Date, the following:

(a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within 18 months from the date of acquisition; or

(b) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clause (a) of this definition.

From and after the Completion Date, "Permitted Investments" means the following:

(1) United States dollars;

(2) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (as long as the full faith and credit of the United States is pledged in support of those securities) having maturities of not more than six months from the date of acquisition;

(3) interest-bearing demand or time deposits (which may be represented by certificates of deposit) issued by banks having general obligations rated (on the date of acquisition thereof) at least "A" or the equivalent by S&P or Moody's or, if not so rated, secured at all times, in the manner and to the extent provided by law, by collateral security in clause (1) or (2) of this definition, of a market value of no less than the amount of monies so invested;

(4) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper having the highest rating obtainable from Moody's or S&P and in each case maturing within six months after the date of acquisition; and

(6) money market funds or mutual funds at least 95% of the assets of which constitute Permitted Investments of the kinds described in clauses (1) through (5) of this definition.

"Permitted Liens" means the following types of Liens (excluding any such Lien imposed pursuant to *Section 401(a)(29)* or *412(n)* of the Internal Revenue Code or by ERISA, any such Lien relating to or imposed in connection with any Environmental Claim, and any such Lien expressly prohibited by any applicable terms of any of the Security Documents):

(a) Liens for taxes, assessments or governmental charges or claims the payment of which is not, at the time due and payable or which is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as reserves (determined in accordance with GAAP) shall have been made therefor through an allocation in the Anticipated Cost Report;

(b) statutory Liens of landlords, statutory Liens of banks and rights of set-off, statutory Liens of carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens imposed by law, in each case incurred in the ordinary course of business (i) for amounts which are not overdue for a period of more than 30 days or (ii) that are being contested in good faith by

appropriate proceedings and with appropriate reserves (determined in accordance with GAAP) through an allocation in the Anticipated Cost Report which, in the aggregate with all other such reserves, including pursuant to *Section 3.3.7* of the Disbursement Agreement, shall not exceed $10,000,000);

(c) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, trade contracts, performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money), incurred in the ordinary course of business;

(d) any attachment or judgment Lien not constituting an Event of Default under *Section 8* of the Bank Credit Agreement and *Section* **[ ]** of the Second Mortgage Notes Indenture;

(e) leases or subleases granted to third parties in accordance with the applicable terms of the Security Documents and not interfering in any material respect with the ordinary conduct of the business of any Loan Party;

(f) easements, rights-of-way, restrictions, encroachments and other similar encumbrances incurred and minor defects and irregularities in title that, in the aggregate, are not substantial in amount and which do not in any case materially detract from the value of the Property subject thereto or materially interfere with the ordinary conduct of the business of the applicable Loan Party;

(g) leases and subleases permitted under *Section 7.5(f)* of the Bank Credit Agreement and *Section 6.5* of the Second Mortgage Notes Indenture and any leasehold mortgage in favor of any party financing the lessee under any lease or sublease permitted under such *Sections 7.5(f)*; *provided* that (i) no Loan Party is liable for the payment of any principal of, or interest, premiums or fees on, such financing and (ii) the affected lease and leasehold mortgage are expressly made subject and subordinate to the Liens of the Bank Deeds of Trust and the Second Mortgage Notes Deeds of Trust encumbering the affected property;

(h) Liens created or contemplated by the Affiliate Real Estate Agreement;

(i) Liens arising from filing UCC financing statements relating solely to leases permitted by the Bank Credit Agreement and the Second Mortgage Notes Indenture;

(j) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(k) any zoning or similar law or right reserved to or vested in any Governmental Authority to control or regulate the use of any real property;

(l) licenses of patents, trademarks and other intellectual property rights granted by a Loan Party in the ordinary course of business and not interfering in any material respect with the ordinary conduct of the business of such Loan Party;

(m) Liens incurred in connection with "Specified Hedge Agreements" maintained under and as defined in, the Bank Credit Agreement;

(n) Liens in existence on the date hereof listed on Schedule 7.3(f) to the Bank Credit Agreement, securing Indebtedness permitted by *Section 7.2(d)* of the Bank Credit Agreement, *provided* that no such Lien is spread to cover any additional "Property" (other than proceeds thereof) after the Closing Date and that the amount of "Indebtedness" as defined in the Bank Credit Agreement secured thereby is not increased;

(o) Liens securing Indebtedness of the Loan Parties incurred pursuant to *Section 7.2(g)* of the Bank Credit Agreement to finance the acquisition of fixed or capital assets (or the refinancing of such Indebtedness as otherwise permitted under the Bank Credit Agreement), *provided* that (i) such Liens shall be created substantially simultaneously with the acquisition of such fixed or capital assets, (ii) such Liens do not at any time encumber any "Property" as defined in the Bank Credit Agreement other than the Property (and proceeds thereof) financed by such "Indebtedness" as defined in the Bank Credit Agreement, (iii) the principal amount of Indebtedness secured thereby is not increased and (iv) the Property financed by such Indebtedness, is not of a type that will become affixed to the Project such that the removal thereof could not reasonably be expected to materially interfere with the ongoing ordinary course operations of the Project; and

(p) Liens securing "Indebtedness" as defined in the Bank Credit Agreement of the Loan Parties incurred pursuant to *Section 7.2(j)* of the Bank Credit Agreement to finance the acquisition of the Additional Land, *provided* that (i) such Liens shall be created substantially simultaneously with the acquisition of the Additional Land, (ii) such Liens do not at any time encumber and "Property" as defined in the Bank Credit Agreement other than the Additional Land (and proceeds thereof) and (iii) the amount of principal Indebtedness secured thereby is not increased.

(q) the rights and interests of the Lenders as provided under the Financing Agreements;

(r) Permitted Encumbrances;

(s) Liens with respect to the Aircraft granted by Las Vegas Jet to Wynn Las Vegas securing Indebtedness under the "Aircraft Note" (as defined in the Bank Credit Agreement); and

(t) [Liens with respect to cash collateral delivered to the "primary obligor" (as defined in the definition of "Guarantee Obligations" under Bank Credit Agreement) with respect to "Guarantee Obligations" as defined in the Bank Credit Agreement and permitted pursuant to *Section 7.2(k)* thereof; *provided* that such cash collateral is not in excess of the amount sufficient to satisfy the respective "Guarantee Obligation" if and when such "Guarantee Obligation" becomes due and owing) in its entirety].[CONFORM TO CREDIT AGREEMENT]

"Person" means any natural person, corporation, partnership, firm, association, Governmental Authority or any other entity whether acting in an individual, fiduciary or other capacity.

"Phase I Report" shall have the meaning given in *Section 3.1.33* of the Disbursement Agreement.

"Phase II Land" means the approximately 20-acre tract of land upon which the Phase II Project may be built, as more particularly described in *Exhibit T-4* to the Disbursement Agreement.

"Phase II Land Building" means the building existing, as of the Closing Date that is subject to the Building Lease.

"Phase II Easements" means the easements appurtenant, easements in gross, license agreements and other rights running for the benefit of the Company or Valvino and/or appurtenant to the Phase II Land, including, without limitation, those certain easements and licenses described in the Title Policy.

"Phase II Project" means a hotel, casino and mall complex proposed to be developed on the Phase II Land, which may be integrated with the Project.

"Phase II Report" means shall have the meaning given in *Section 3.1.33* of the Disbursement Agreement.

"Plan" means any employee benefit plan as defined in Section 3(3) of ERISA to which the Company or any member of the Controlled Group contributes or has an obligation to contribute on behalf of its employees other than a Multiemployer Plan.

"Plans and Specifications" means all plans, specifications, design documents, schematic drawings and related items for the design, architecture and construction of the Project that are listed on *Exhibit T-6* to the Disbursement Agreement including, from time to time, any further such plans, specifications, design documents, schematic drawings and related items which are consistent with the standards of *Exhibit X-1* and delivered pursuant to *Section 3.3.11* of the Disbursement Agreement, in each case, as amended in accordance with *Section 6.2* of the Disbursement Agreement.

"Potential Event of Default" means (i) any of the events specified in *Article 7*, whether or not any requirement for the giving of notice, the lapse of time, or both, has been satisfied and (ii) the occurrence of any "Default" under any Facility Agreement.

"Pre-Opening Deposits" means deposits received by the Company prior to the Opening Date from patrons to reserve rooms or event space at the Project.

"Prime Contractor" means Marnell Corrao Associates, Inc., a Nevada corporation.

"Prime Contractor's Advance Certificate" means a certificate in the form of *Exhibit C-4* to the Disbursement Agreement.

"Prime Construction Contract" means that certain Agreement for Guaranteed Maximum Price Construction Services for Le Rêve dated as of June 4, 2002 between Wynn Las Vegas and the Prime Contractor.

"Prime Contractor Line Items" means, collectively, the Line Items of the Project Budget which relate to work covered by the Prime Construction Contract under the "Marnell Corrao GMP" Line Item Category.

"Prime Contractor Payment and Performance Bond" means that certain payment and performance bond issued by American International Companies (AIG) and Kemper Insurance, jointly and severally, in favor of the Company, the Bank Agent (acting on behalf of the Bank Lenders) and the Indenture Trustee (acting on behalf of the Second Mortgage Note Holders) supporting the Prime Contractor's obligations under the Prime Construction Contract.

"Professional Design Services Agreements" means, collectively, the Golf Course Design Services Agreement, the Aqua Theater Design Services Agreement and the Project Architect's Agreement.

"Project" means the Le Rêve Casino Resort, a hotel and casino resort, with related parking structure and golf course facilities to be developed at the Site, all as more particularly described in *Exhibit T-1* to the Disbursement Agreement.

"Project Architect" means Butler/Ashworth Architects Ltd., LLC, a Nevada limited liability company.

"Project Architect's Advance Certificate" means an advance certificate in the form of *Exhibit C-3* to the Distribution Agreement.

"Project Architect's Agreement" means that certain Agreement between Owner and Project Architect dated as of October **[ ]**, 2002 between the Company and Project Architect.

"Project Budget" shall have the meaning given in *Section 3.1.14* of the Disbursement Agreement.

"Project Budget/Schedule Amendment Certificate" means a Project Budget/Schedule Amendment Certificate in the form of *Exhibit E* to the Disbursement Agreement.

"Project Certificate of Occupancy" means a permanent certificate of occupancy or a temporary certificate of occupancy, in either case, for the Project issued by the Building Department pursuant to applicable Legal Requirements which permanent or temporary certificate of occupancy shall permit the Project to be used for the Project Intended Uses, shall be in full force and effect and, in the case of a

temporary certificate of occupancy, if such temporary certificate of occupancy shall provide for an expiration date, the number of days in the period from the Opening Date to such expiration date shall be not less than 133% of the number of days that the Construction Consultant, pursuant to the Opening Date Certificate, estimate it will take to complete the Project Punchlist Items (assuming reasonable diligence in performing the same).

"Project Costs" means all costs (other than any such costs for interest and other Debt Service accruing under the Bank Credit Agreement, the Second Mortgage Notes and the FF&E Facility from and after the Completion Date) incurred, or to be incurred in accordance with the Project Budget, which costs shall include, but not be limited to: (a) all costs incurred under the Contracts, (b) interest accruing under the Bank Credit Agreement, the Second Mortgage Notes and the FF&E Facility prior to the Completion Date, (c) reasonable financing, closing and administration costs related to the Project until the Completion Date including, but not limited to, insurance costs (including, with respect to directors and officers insurance costs, costs relating to such insurance extending beyond the Completion Date), guarantee fees, legal fees and expenses, financial advisory fees and expenses, technical fees and expenses (including, without limitation, fees and expenses of the Construction Consultant and the Insurance Advisor), commitment fees, management fees, and corporate overhead agency fees (including, without limitation, fees and expenses of the Disbursement Agent), interest (other than amounts listed in clause (b) above), taxes (including value added tax), and other out-of-pocket expenses payable by the Company under all documents related to the financing and administration of the Project until the Opening Date, (d) the costs of acquiring Permits for the Project prior to the Completion Date, (e) costs incurred in settling insurance claims in connection with Events of Loss and collecting Loss Proceeds at any time prior to the Final Completion Date, (f) working capital costs incurred in accordance with the Project Budget prior to the Completion Date, (g) cash to collateralize commercial letters of credit to the extent that payment of any such cash amount to the vendor or materialman who is the beneficiary of such letter of credit would have constituted a "Project Cost"; *provided* that the aggregate amount of all such letters of credit outstanding at any one time shall not exceed $10,000,000.

"Project Credit Support Provider" means the Construction Guarantor, the Completion Guarantor and the issuers of any Prime Contractor Payment and Performance Bond.

"Project Documents" means the Construction Agreements, the Construction Guaranty, each other Contract, the Prime Contractor Payment and Performance Bond and each other Payment and Performance Bond issued to the Company, the Affiliate Real Estate Agreements, the Professional Design Services Agreements **[OTHERS TO COME],** each other agreement entered into on or prior to the Closing Date relating to the development, construction, maintenance or operation of the Project (other than the Financing Agreements) and each Additional Project Document, as the same may be amended from time to time in accordance with the terms and conditions of the Disbursement Agreement and thereof, in each case, other than Plans and Specifications.

"Project Intended Uses" means the intended uses of the Project, as more particularly set forth in *Exhibit X-1* to the Disbursement Agreement.

"Project Lenders Intercreditor Agreement" means that certain Intercreditor Agreement dated as of October **[ ]**, 2002 among the Bank Agent and the Indenture Trustee.

"Project Liquidity Reserve Account" means the account referenced in *Section 2.3.12* of the Disbursement Agreement and established pursuant to the Local Account Company Collateral Account Agreements.

"Project Punchlist Completion Amount" means, from time to time from and after the Completion Date, the estimated cost to complete all remaining Project Punchlist Items if the owner of the Project were to engage independent, reputable and appropriately experienced and licensed contractor(s) to

complete such work and no other work (certified by the Company and the Construction Consultant with respect to each Advance from and after the Completion Date in their respective certificates in the form of *Exhibits C-1* and *C-2* to the Disbursement Agreement).

"Project Punchlist Items" means minor or insubstantial details of construction or mechanical adjustment, the non-completion of which, when all such items are taken together, will not interfere in any material respect with the use or occupancy of the Project for the Project Intended Uses or the ability of the owner or master lessee, as applicable, of any portion of the Project (or any tenant thereof) to perform work that is necessary or desirable to prepare such portion of the Project for such use or occupancy; *provided* that, in all events, "Project Punchlist Items" shall include (to the extent not already completed), without limitation, the items set forth in the punchlist to be delivered by the Company in connection with "Substantial Completion" under the Prime Construction Contract and all items that are listed on the "punchlists" furnished by the Building Department, the Nevada Department of Transportation or the Clark County Department of Public Works in connection with, or after, the issuance of the Project temporary certificate of occupancy as those that must be completed in order for the Building Department to issue a Project permanent certificate of occupancy.

"Project Schedule" has the meaning given in *Section 3.1.15* of the Disbursement Agreement.

"Project Secured Parties" means the Bank Agent, the Indenture Trustee, the Bank Lenders, the Second Mortgage Note Holders, the counterparties to any Interest Rate Agreements entered into by the Company under the Bank Credit Agreement (to the extent that the Credit Agreement permits such Interest Rate Agreements to be secured) and the Disbursement Agent acting on behalf of any one or more of the foregoing (but not on behalf of the FF&E Agent or the FF&E Lenders).

"Project Security" means all real and personal property which is subject or is intended to become subject to the security interests or liens granted by any of the Security Documents.

"Protective Advances" means any Advances with respect to (i) the payment of any delinquent taxes or insurance premiums owed by any of the Company or its Affiliates with respect to the Project or other Mortgaged Property, (ii) the removal of any lien or encumbrance on the Project or the Mortgaged Property or the defense of Company's or any of its Affiliates' title thereto or of the validity, enforceability, perfection or priority of the liens and security interests granted or purported to be granted pursuant to the Security Documents, (iii) the payment of Project Costs after delivery of a Stop Funding Notice by the Disbursement Agent, or (iv) the repair, maintenance, protection or preservation of the value of the Project or any portion thereof, including, without limitation, for payment of (A) heating, gas, electric and other utility bills or (B) in the case of amounts paid by the Bank Agent or the Indenture Trustee, amounts reasonably necessary to prevent the provider of any financing pursuant to an FF&E Facility (i) from terminating its agreement to advance funds thereunder, or (ii) from exercising rights under the FF&E Security Documents so as to deprive the Project of the FF&E Component procured in whole or in part with Advances made pursuant to the FF&E Facility.

"Projections" means the financial information and projections set forth in the Business Plan.

"Rating Agencies" means, collectively, Moody's and S&P (or, if either or both of them is no longer in the business of rating debt securities, any other nationally recognized rating agency or agencies).

"Rating Downgrade" means a lowering by either Rating Agency of the then current credit rating of the Second Mortgage Notes.

"Realized Savings" means:

(a) with respect to each of the "Marnell Corrao GMP Contract," "Golf Course" and "Parking Garage" Line Item Categories, a decrease in the anticipated cost to complete the work contemplated by such Line Item Category but only to the extent that the applicable Contractor

certifies (or the Disbursement Agent is otherwise reasonably satisfied) that the "Guaranteed Maximum Price" under and as defined in the applicable Construction Agreement has been reduced as a result of such decrease in the anticipated cost;

(b) with respect to the "Miscellaneous Capital Projects" Line Item Category, a decrease in the anticipated cost to complete the work contemplated by such Line Item Category which (i) results from a decrease in the anticipated cost to complete the work which the Company is able to demonstrate to the reasonable satisfaction of the Construction Consultant, or (ii) results from a Scope Change which (A) complies with the requirements of *Section 6.2* of the Disbursement Agreement and (B) results, to the reasonable satisfaction of the Construction Consultant, in a quantifiable decrease in materials, supplies, or required services;

(c) with respect to the "Governmental Approvals and Permits" Line Item Category, a decrease in the cost anticipated to be incurred to obtain the permits and pay the fees contemplated by such Line Item Category as a result of the Company having obtained a permit for an amount that is less than the amount budgeted for such permit, which the Company is able to demonstrate to the reasonable satisfaction of the Disbursement Agent;

(d) with respect to each of the "Transaction Fees and Expenses," Design and Engineering Fees," "Entertainment Production," and Insurance/Utilities/Security" Line Item Categories, a decrease in the anticipated cost to complete the work contemplated by such Line Item Category which the Company is able to demonstrate to the reasonable satisfaction of the Disbursement Agent;

(e) with respect to the "Property Taxes" Line Item Category, a decrease in the anticipated cost to complete the work contemplated by such Line Item Category as a result of tax bills or assessment for real estate taxes being lower than the amounts budgeted therefor, which the Company is able to demonstrate to the reasonable satisfaction of the Disbursement Agent;

(f) with respect to the "Capitalized Interest and Commitment Fees" Line Item Category, a decrease in the anticipated cost of construction period interest or commitment fees resulting from a decrease in the interest rates payable by the Company during construction as determined by the Company with (A) the reasonable concurrence of the Construction Consultant and (B) the concurrence of the Disbursement Agent (acting in its sole discretion exercised in good faith) taking into account the current and future anticipated interest rates and the anticipated times and amounts of draws under the relevant Facilities for the payment of Project Costs;

(g) with respect to the "Interior Furnishings/Signage/Electronic Systems" Line Item Category, a decrease in the anticipated cost to complete the work contemplated by such Line Item Category which (i) results from a Scope Change that (A) complies with the requirements of *Section 6.2* of the Disbursement Agreement and (B) results, to the reasonable satisfaction of the Construction Consultant, in a quantifiable decrease in materials, supplies or required services or (ii) the Company is otherwise able to demonstrate to the reasonable satisfaction of the Construction Consultant;

(h) with respect to each of the "Pre-Opening Expenses," and "Miscellaneous Operating Costs" Line Item Categories, a decrease of up to ten percent (10%) in the cost anticipated to be incurred to complete the work contemplated by such Line Item Category if the Company certifies that it does not intend to spend more than the reduced amount and that such reduced amount is an appropriate amount for such Line Item Category; and

(i) with respect to the "Owner FF&E" Line Item Category, a decrease in the anticipated cost to complete the work contemplated by such Line Item Category which results from a Scope Change that (i) complies with the requirements of *Section 6.2* of the Disbursement Agreement and

(ii) results, to the reasonable satisfaction of the Construction Consultant in a quantifiable decrease in materials, supplies or required services;

in each case, which is documented by the Company in a Realized Savings Certificate in the form of *Exhibit L* attached to the Disbursement Agreement, duly executed and completed with all exhibits and attachments thereto. No Realized Savings shall be obtainable with respect to the "Land and Buildings," "Global Express Airplane Purchase," "Working Capital Requirements at Opening" and "Construction Contingency" Line Item Categories.

"Related Agreements" has the meaning given in *Section 9.1* of the Disbursement Agreement.

"Release" means, any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal dumping, leaching or migration of Hazardous Substances into the indoor or outdoor environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Substances), including the movement of any Hazardous Substances through the air, soil, surface water or groundwater.

"Remaining Costs" means, at any given time for any Line Item Category or Line Item (other than the "Construction Contingency" Line Item Category), the "Balance to Complete (Net Amount)" set forth in column N of the Monthly Requisition Report (as in effect from time to time); *provided*, *however*, that from and after the Completion Date, any Remaining Costs which do not constitute Project Costs shall be disregarded for purposes of calculating whether the Project is In Balance.

"Representatives of the Underwriters" means Deutsche Bank Securities, Inc., Bear Stearns & Co. Inc., Banc of America Securities LLC and Dresdner Kleinwort Wasserstein - Grantchester, Inc.

"Required Completion Amount" has the meaning given in *Section 2.9(a)* of the Disbursement Agreement.

"Required Contractor Certificates" means, with respect to each Advance Request, the Contractor certificates required to be attached thereto pursuant to *Section 2.4.1(b)* of the Disbursement Agreement.

"Required Minimum Contingency" means, (a) initially, $21,707,526, (b) from time to time after the Twenty Five Percent Completion Date and prior to the Completion Date, the amount determined pursuant to the following formula: the sum of (i) $2,500,000 plus (ii) $19,207,526 amortized pro rata with the Hard Costs incurred from and after the Twenty Five Percent Completion Date in accordance with the Project Budget and allocated to the following Line Item Categories: the "Marnell Corrao GMP Contract," "Interior Furnishings/Signage/Electronic Systems," Miscellaneous Capital Projects," "Golf Course" and "Parking Garage" and (c) from time to time after the Completion Date, 150% of the Project Punchlist Completion Amount; *provided*, *however*, that, if at the time of the initial advance of funds from the Second Mortgage Notes Proceeds Account the conditions precedent set forth in *Section 3.3.22(b)* of the Disbursement Agreement have not been satisfied, then from and after such date and until such time (if ever) as the conditions precedent set forth in *Section 3.3.22(b)* of the Disbursement Agreement have been satisfied, the reference to $2,500,000 in clause (b)(i) shall be deemed amended to be a reference to $7,500,000 and the amount remaining to be amortized as of such date under clause (b)(ii) above shall be reduced by $5,000,000.

"Required Scope Change Approval" means, with respect to each proposed Scope Change, each of the following: (a) the consent of the Construction Consultant, (b) the consent of the Bank Agent, (c) the consent of the FF&E Agent, and, (d) the consent of a majority in principal amount of the holders of the Second Mortgage Notes.

"Reserved Amounts" has the meaning given in *Section 2.10* of the Disbursement Agreement.

"Resort Component" means all portions of the Project other than the FF&E Component.

"Resort Component Funding Sources" means the Bank Credit Facility, the Second Mortgage Notes Proceeds and amounts on deposit in the Company's Funds Account.

"Responsible Officer" means as to any Person, the chief executive officer, president or chief financial officer of such Person, but in any event, with respect to financial matters, the chief financial officer of such Person.

"Retainage Amounts" means at any given time amounts which have accrued and are owing under the terms of a Contract for work or services already provided but which at such time (and in accordance with the terms of the Contract) are being withheld from payment to the Contractor, until certain subsequent events (e.g., completion benchmarks) have been achieved under the Contract.

"Reviewing Accountant" means Deloitte & Touche or any subsequent nationally recognized firm of independent public accountants selected by the Company, with the consent of the Bank Agent from time to time (which shall not be unreasonably withheld or delayed), as auditors of the Company.

"Revolving Credit Loans" has the meaning given in the Bank Credit Agreement.

"S&P" means Standard & Poor's Ratings Group, a New York corporation, or any successor thereof.

"Safe Harbor Scope Change" means any Scope Change if, after giving effect thereto the Project will be within or shall exceed the "standards" set forth on *Exhibit X-1* to the Disbursement Agreement.

"Scheduled Completion Date" means April 30, 2005, as the same may from time to time be extended pursuant to *Section 6.4* of the Disbursement Agreement.

"Scope Change" means any change in the Plans and Specifications or any other change to the design, layout, architecture or quality of the Project from that which is contemplated on the Closing Date, (unless such change is required by Legal Requirements), including, without limitation, (a) changes to the "Premises and Assumptions" (as defined in the Prime Construction Contract), (b) approval or submission to the Prime Contractor of "Drawings" or "Specifications" (each as defined in the Prime Construction Contract) that are inconsistent with the Premises and Assumptions, (c) additions, deletions or modifications in the "Work" (as defined in the Prime Construction Contract) (including, without limitation, the acceptance of any non-conforming "*Work*" (as defined in the Prime Construction Contract) pursuant to *Section 10.9* of the Prime Construction Contract), (d) the issuance of a "Construction Change Directive" (as defined in the Prime Construction Contract) directing a "Change" (as defined in the Prime Construction Contract) in the work and a proposed basis for adjustments, if any, in the "Guaranteed Maximum Price" (as defined in the Prime Construction Contract) or "Contract Time" (as defined in the Prime Construction Contract), or any combination of them, and (e) modifications to the "Drawings" (as defined in the Architect's Agreement) to the extent the same constitute an Additional Service under the Architect's Agreement.

"Second Mortgage Notes" means the **[ ]** Mortgage Notes Due 2010 issued by the Company and Capital Corp., as co-issuers, pursuant to the Second Mortgage Notes Indenture.

"Second Mortgage Note Holders" means the holders of the Second Mortgage Notes.

"Second Mortgage Notes Company Collateral Account Agreement" means that certain Second Mortgage Notes Company Collateral Account Agreement dated as of October **[ ]**, 2002 among the Company, the Indenture Trustee, the Disbursement Agent and the Securities Intermediary.

"Second Mortgage Notes Completion Guaranty Collateral Account Agreement" means that certain Second Mortgage Notes Completion Guaranty Collateral Account Agreement dated as of October **[ ]**, 2002 among the Completion Guarantor, the Indenture Trustee, the Disbursement Agent and the Securities Intermediary.

"Second Mortgage Notes Deeds of Trust" means, collectively, the Second Mortgage Notes Golf Course Deed of Trust, the Second Mortgage Notes Hotel/Casino Deed of Trust, the Second Mortgage Notes Phase II Deed of Trust, the Second Mortgage Notes Palo Deed of Trust, and the Second Mortgage Notes DIIC Deed of Trust.

"Second Mortgage Notes DIIC Deed of Trust" means that certain Deed of Trust to be entered into pursuant to *Section 3.3.22* of the Disbursement Agreement, between Desert Inn Improvement as trustor, and Nevada Title Company as trustee, for the benefit of the Indenture Trustee as beneficiary, substantially in the form of *Exhibit D* to the Bank Credit Agreement.

"Second Mortgage Notes Golf Course Deed of Trust" means that certain Deed of Trust dated as of October **[ ]**, 2002 between Wynn Resorts Holdings as trustor, and Nevada Title Company as trustee, for the benefit of Indenture Trustee as beneficiary.

"Second Mortgage Notes Guarantee and Collateral Agreement" means that certain Guarantee and Collateral Agreement dated as of October **[ ]**, 2002 and made by Wynn Las Vegas and each other Loan Party for the benefit of the Indenture Trustee.

"Second Mortgage Notes Hotel/Casino Deed of Trust" means that certain Deed of Trust dated as of October **[ ]**, 2002 between Wynn Las Vegas as trustor, and Nevada Title Company as trustee, for the benefit of the Indenture Trustee as beneficiary.

"Second Mortgage Notes Indenture" means that certain Second Mortgage Notes Indenture dated as of October **[ ]**, 2002 among the Wynn Las Vegas, Capital Corp., the guarantors signatory thereto and the Indenture Trustee.

"Second Mortgage Notes Local Company Collateral Account Agreement(s)" means one or more control agreements with respect to the Cash Management Account and the Operating Account substantially in the form of *Exhibit BB-2* and entered into by a bank that is reasonably acceptable to the Disbursement Agent pursuant to *Sections 2.3.5 and 2.3.9*.

"Second Mortgage Notes IP Security Agreement" means that certain Intellectual Property Security Agreement dated as of October **[ ]**, 2002 and made by Wynn Las Vegas and Capital Corp. for the benefit of the Indenture Trustee.

"Second Mortgage Notes Palo Deed of Trust" means that certain Deed of Trust dated as of October **[ ]**, 2002 between Palo as trustor, and Nevada Title Company as trustee, for the benefit of the Indenture Trustee as beneficiary.

"Second Mortgage Notes Phase II Deed of Trust" means that certain Deed of Trust dated as of October **[ ]**, 2002 between Valvino as trustor, and Nevada Title Company as trustee, for the benefit of Indenture Trustee as beneficiary.

"Second Mortgage Notes Proceeds" means the amounts deposited in the Second Mortgage Notes Proceeds Account on the Closing Date.

"Second Mortgage Notes Proceeds Account" has the meaning given in the Second Mortgage Notes Collateral Account Agreement.

"Second Mortgage Notes Security Documents" means, collectively, the Second Mortgage Notes Deeds of Trust, the Second Mortgages Notes Guaranty and Collateral Agreement, the Second Mortgage Notes IP Security Agreement, the Second Mortgage Notes Company Collateral Account Agreement, the Second Mortgage Notes Completion Guaranty Collateral Account Agreement, the Second Mortgage Notes Local Company Collateral Account Agreements, the Completion Guaranty and any guaranties, deeds of trust, security agreements or collateral account agreements executed from time to time by any of the Loan Parties or one or more of their direct or indirect Subsidiaries in favor of the Indenture Trustee or the Second Mortgage Notes Holders to guaranty the obligations under the Second Mortgage Notes and the Second Mortgage Notes Indenture.

"Secured Parties" means, collectively, the Project Secured Parties and the FF&E Secured Parties.

"Securities Intermediary" means Deutsche Bank Trust Company Americas in its capacity as securities intermediary under the Company Collateral Account Agreements and the Completion Guaranty Collateral Account Agreements and each securities intermediary under a Local Account Company Collateral Account Agreement, in each case, and its successors in such capacity.

"Security Documents" means, collectively and without duplication, the Bank Security Documents, the Second Mortgage Notes Security Documents, the FF&E Security Documents, the Completion Guaranty, the Construction Guaranty, each Payment and Performance Bond, the Collateral Account Agreements, the Consents, and any other deeds of trust, security agreements or collateral account agreements entered into by any of the Loan Parties and/or one or more of their direct or indirect Subsidiaries for the benefit of any Secured Party in accordance with the terms of the Financing Agreements or the Intercreditor Agreements.

"Shuttle Easement" means that certain Easement Agreement dated as of **[, 2002]** by and among Wynn Resorts and Valvino, as grantors, and Wynn Las Vegas, as grantee.

"Site" means all or any portion of the Project, as described in *Exhibit T-4* to the Disbursement Agreement. The Site includes the Casino Land, the Golf Course Land (including (a) the Water Utility Land, (b) the Wynn Home Site until such time (if ever) as the Wynn Home Site Release Conditions shall have been satisfied and (c) the Home Site Land and Palo Home Site Land until such time (if ever) as the release conditions set forth in *Section 7.5(l)* of the Bank Credit Agreement and *Section 10.03* of the Second Mortgage Notes Indenture shall have been satisfied), the Phase II Land (until such time (if ever) as the release conditions set forth in *Sections 7.5(j), (k), (l) and (m)* of the Bank Credit Agreement and *Section 10.03* of the Indenture shall have been satisfied) and any other real property which is subject to a lien under any Bank Deed of Trust or any Second Mortgage Notes Deed of Trust.

"Site Easements" means the easements appurtenant, easements in gross, license agreements and other rights running for the benefit of the Company and/or appurtenant to the Site, including, without limitation, those certain easements and licenses described in the Title Policy. The Site Easements include (a) the Golf Course Land Easements and (b) the Phase II Land Easements (until such time (if ever) as the release conditions set forth in *Sections 7.5(j)*, (k), (l) and (m) of the Bank Credit Agreement and *Section 10.03* of the Second Mortgage Notes Indenture shall have been satisfied).

"Soft Costs" means the Project Costs set forth in the Project Budget under (a) the "Soft Cost Construction Contingency" Line Item under the "Construction Contingency" Line Item Category, together with (b) following other Line Item Categories:

(i) Capitalized Interest and Commitment Fees;

(ii) Pre-Opening Expense;

(iii) Transaction Fees and Expenses;

(iv) Design and Engineering Fees;

(v) Working Capital Requirements at Opening;

(vi) Entertainment Production;

(vii) Insurance/Utilities/Security;

(viii) Property Taxes;

(ix) Government Approvals and Permits; and

(x) Miscellaneous Operating Costs.

"Soft Costs Cash Management Sub-Account" means the Account referenced in *Section 2.3.5* of the Disbursement Agreement and established pursuant to the Local Account Company Collateral Account Agreements.

"Solvent" means, when used with respect to any Person, as of any date of determination, (a) the amount of the "present fair saleable value" of the assets of such Person will, as of such date, exceed the amount of all "liabilities of such Person, contingent or otherwise", as of such date, as such quoted terms are determined in accordance with applicable federal and state laws governing determinations of the insolvency of debtors, (b) the present fair saleable value of the assets of such Person will, as of such date, be greater than the amount that will be required to pay the liability of such Person on its debts as such debts become

absolute and matured, (c) such Person will not have, as of such date, an unreasonably small amount of capital with which to conduct its business, (d) such Person will be able to pay its debts as they mature, and (e) such Person is not insolvent within the meaning of any applicable Requirements of Law. For purposes of this definition, (i) "debt" means liability on a "claim", and (ii) "claim" means any (x) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (y) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured.

"Stop Funding Notice" has the meaning given in *Section 2.4.3(b)* of the Disbursement Agreement.

"Stop Funding Request" has the meaning given in *Section 2.4.4(b)* of the Disbursement Agreement.

"Subcontract" means any subcontract or purchase order entered into with any Subcontractor.

"Subcontractor" means any direct or indirect subcontractor of any tier under any Contract.

"Subsidiary" as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in the Disbursement Agreement shall refer to a Subsidiary or Subsidiaries of Wynn Las Vegas.

"Summary Anticipated Cost Report" means an Anticipated Cost Report in the form of *Exhibit H-2* to the Disbursement Agreement and which provides the information indicated therein segregated by each Line Item Category.

"Tax" shall mean shall mean any federal, state, local, foreign or other tax, levy, impost, fee, assessment or other government charge, including without limitation income, estimated income, business, occupation, franchise, property, payroll, personal property, sales, transfer, use, employment, commercial rent, occupancy, franchise or withholding taxes, and any premium, including without limitation interest, penalties and additions in connection therewith.

"Term Loans" has the meaning given in the Bank Credit Agreement.

"Third Party Claims" has the meaning given in *Section 10.3* of the Disbursement Agreement.

"Third Party Financing Agreement" means any loan or security document entered into on, prior to, or after the Closing Date with parties other than any one or more of the Bank Agent, the Indenture Trustee or the FF&E Lender.

"Title Insurer" means Nevada Title Company.

"Title Policies" means, collectively, the policies of title insurance issued by Title Insurer as of the Closing Date, as provided in *Section 3.1.28(i)*, *(ii)* and *(iii)* of the Disbursement Agreement, including all amendments thereto, endorsements thereof and substitutions or replacements therefor.

"Trust Estate" shall have, with respect to each Deed of Trust, the meaning set forth in such Deed of Trust.

"Twenty Five Percent Completion Date" means the date the following conditions have been satisfied as set forth in a certificate in the form of *Exhibit V-1* to the Disbursement Agreement delivered by the Company and (other than with respect to clause (b)(B) below) a certificate in the form of *Exhibit V-2* to the Disbursement Agreement delivered by the Construction Consultant: (a) 25% of the work required to achieve completion of the Project has been completed (determined by (i) the amount of Hard Costs incurred to such date and allocated to the "Marnell Corrao GMP Contract," "Interior Furnishings/Signage/Electronic Systems," "Miscellaneous Capital Projects," "Golf Course" and "Parking Garage" Line Item Categories under the Project Budget, as compared to (ii) the total amount of Hard Costs set forth in the Project Budget (as then in effect) under the following Line Item Categories: "Marnell Corrao GMP Contract," "Interior Furnishings/Signage/Electronic Systems," "Miscellaneous Capital Projects," "Golf Course" and "Parking Garage"), and (b) all Contractors and Subcontractors have been paid in full for work performed through such date (other than (A) Retainage Amounts, and other amounts, that, as of the Twenty Five Percent Completion Date, are being withheld from the Contractors and Subcontractors in accordance with the provisions of the Project Documents, and (B) amounts being contested in accordance with the Financing Agreements so long as adequate reserves have been established through an allocation in the Anticipated Cost Report and in accordance with any requirements of such Financing Agreements) and have provided lien waivers to the extend required under *Section 3.3.7* of the Disbursement Agreement for all work performed prior to the Twenty Five Percent Completion Date.

"UCC" means the Uniform Commercial Code of the jurisdiction the law of which governs the document with respect to the term is used.

"Unallocated Contingency Balance" means, from time to time, the amount of the "Construction Contingency" Line Item Category as set forth in the Project Budget then in effect.

"Unincorporated Materials" has the meaning given in *Section 3.3.26* of the Disbursement Agreement.

"Valvino" means Valvino Lamore, LLC, a Nevada limited liability company.

"Valvino Permitted Encumbrances" has the meaning given in *Section 3.1.28* of the Disbursement Agreement.

"Water Companies Permitted Encumbrances" has the meaning given in *Section 3.1.28* of the Disbursement Agreement.

"Water Supply Contract" means that certain [water supply contract] between Desert Inn Improvement, as supplier, and Wynn Las Vegas, as purchaser, dated as of October [ ], 2002.

"Water Utility Land" means the approximately 0.17-acre tract of land located on the Golf Course owned by Desert Inn Improvement, as more particularly described in *Exhibit T-4* of the Disbursement Agreement.

"World Travel" means World Travel, LLC, a Nevada limited liability company.

"Wynn Design" means Wynn Design and Development, LLC, a Nevada limited liability company.

"Wynn Home Site" means the approximately two-acre tract of land located on the Golf Course where Stephen A. Wynn's personal residence may be built.

"Wynn Home Site Release Conditions" means:

(a) The Bank Agent shall have confirmed that the conditions set forth in *Section 7.5(j)* of the Bank Credit Agreement shall have been satisfied; and

(b) The Indenture Trustee shall have confirmed that all the conditions set forth in *Section* **[ ]** of the Second Mortgage Notes Indenture shall have been satisfied.

"Wynn Las Vegas" means Wynn Las Vegas, LLC, a Nevada limited liability company.

"Wynn Las Vegas Permitted Encumbrances" has the meaning given in *Section 3.1.28* of the Disbursement Agreement.

"Wynn Resorts Holdings" means Wynn Resorts Holdings, LLC, a Nevada limited liability company.

"Wynn Resorts Holdings Permitted Encumbrances" has the meaning given in *Section 3.1.28* of the Disbursement Agreement.

RULES OF INTERPRETATION

1. The singular includes the plural and the plural includes the singular.

2. The word "or" is not exclusive.

3. A reference to a Legal Requirement includes any amendment or modification of such Legal Requirement, and all regulations, rulings and other Legal Requirements promulgated under such Legal Requirement.

4. A reference to a Person includes its permitted successors and permitted assigns.

5. Accounting terms have the meanings assigned to them by U.S. GAAP, as applied by the accounting entity to which they refer.

6. The words "include," "includes" and "including" are not limiting.

7. A reference in a document to an Article, Section, Exhibit, Schedule, Annex or Appendix is to the Article, Section, Exhibit, Schedule, Annex or Appendix of such document unless otherwise indicated. Exhibits, Schedules, Annexes or Appendices to any document shall be deemed incorporated by reference in such document.

8. References to any document, instrument or agreement (a) shall include all exhibits, schedules and other attachments thereto, (b) shall include all documents, instruments or agreements issued or executed in replacement thereof, and (c) shall mean, unless specifically indicated, such document, instrument or agreement as in effect on the date hereof, notwithstanding any termination, such expiration or amendment of such agreement unless all of the parties to the Disbursement Agreement are signatories to such amendment, in which case any references shall be to such agreement as so amended.

9. The words "hereof," "herein" and "hereunder" and words of similar import when used in any document shall refer to such document as a whole and not to any particular provision of such document.

10. References to "days" shall mean calendar days, unless the term "Banking Days" shall be used.

11. The Financing Agreements are the result of negotiations among, and have been reviewed by, the Company, Valvino, Valvino's subsidiaries, the Funding Agents, the Lenders and the Disbursement Agent. Accordingly, the Financing Agreements shall be deemed to be the product of all parties thereto, and no ambiguity shall be construed in favor of or against any such Person.

Exhibit J
to the Disbursement Agreement

Exhibit T-2
to the Disbursement Agreement

Description of Eligible FF&E Equipment *

Aircraft

Communication Equipment

Elevators and Escalators

Electrical Generators and Power Supplies

Furniture

Fixtures

Gaming Equipment

House keeping Equipment

HVAC Equipment

Laundry Equipment

Maintenance Equipment

Restaurant Equipment

Security and surveillance Equipment

Signage

Theater Equipment

Vaults

Water systems

* additions and deletions to be made by the Company and the FF&E Lenders

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Exhibit Z-1
to the Disbursement Agreement

FORM OF
DISBURSEMENT COLLATERAL ACCOUNT AGREEMENT
(BANK LENDERS)

This **DISBURSEMENT COLLATERAL ACCOUNT AGREEMENT (BANK LENDERS)** (this "**Agreement**,") is dated as of **[ ]**, 2002 and entered into by and among **WYNN LAS VEGAS, LLC**, a Nevada limited liability company ("**Wynn Las Vegas**"), **WYNN LAS VEGAS CAPITAL CORP.**, a Nevada corporation ("**CAPITAL CORP.**" and, jointly and severally with Wynn Las Vegas, "**Pledgor**"), **DEUTSCHE BANK TRUST COMPANY AMERICAS**, a **[ ]**, as Bank Agent under the Bank Credit Agreement (in such capacity herein called "**Secured Party**"), and **[DEUTSCHE BANK TRUST COMPANY AMERICAS]**, as custodian and securities intermediary for the Pledgor and Secured Party (in such capacity, "**Securities Intermediary**").

PRELIMINARY STATEMENTS

A. *The Project.* Wynn Las Vegas and Capital Corp. propose to develop, construct and operate the Le Rêve Casino Resort, a large scale luxury hotel and destination casino resort, with related parking structure and golf course facilities, as part of the redevelopment of the site of the former Desert Inn in Las Vegas, Nevada.

B. *Bank Credit Agreement.* Concurrently herewith, Wynn Las Vegas, the Bank Agent, Deutsche Bank Securities, Inc., as advisor, lead arranger and joint book running manager, Banc of America Securities LLC, as advisor, lead arranger, joint book running manager and syndication agent, Bear, Stearns & Co. Inc., as advisor, arranger and joint book running manager, Bear Stearns Corporate Lending Inc., as joint documentation agent, Dresdner Bank AG, New York Branch, as arranger and joint documentation agent and the Bank Lenders have entered into the Bank Credit Agreement pursuant to which the Bank Lenders have agreed, subject to the terms thereof, to provide certain revolving loans to Wynn Las Vegas in an aggregate principal amount not to exceed $750,000,000 and certain delay draw term loans to Wynn Las Vegas in an aggregate principal amount not to exceed $250,000,000, as more particularly described therein. Of the Bank Revolving Facility amount, $**[747,000,000]** is intended to finance Project Costs, as more particularly described therein. Valvino, Wynn Resorts Holdings and certain other guarantors have, pursuant to the Bank Guarantee and Collateral Agreement, guaranteed the Wynn Las Vegas' obligations under the Bank Credit Agreement.

C. *Second Mortgage Notes Indenture.* Concurrently herewith, Wynn Las Vegas, Capital Corp., certain guarantors signatory thereto (including Valvino and Wynn Resorts Holdings) and the Indenture Trustee have entered into the Second Mortgage Notes Indenture pursuant to which Wynn Las Vegas and Capital Corp. will issue the Second Mortgage Notes in an aggregate principal amount equal to $350,000,000 to finance Project Costs, as more particularly described therein.

D. *FF&E Facility Agreement.* Concurrently herewith, Wynn Las Vegas and Wells Fargo Bank Nevada, National Association, as the FF&E Agent, and the FF&E Lenders have entered into the FF&E Facility Agreement pursuant to which the FF&E Lenders have agreed, subject to the terms thereof, to provide certain

loans in an aggregate principal amount not to exceed $178,500,000 to finance acquisition and installation costs for the FF&E Component, as more particularly described therein.

E. *Intercreditor Agreements.* Concurrently herewith, (i) the Bank Agent (acting on behalf of itself and the Bank Lenders) and the Indenture Trustee (acting on behalf of itself and the Second Mortgage Note Holders) have entered into the Project Lenders Intercreditor Agreement and (ii) the Bank Agent

(acting on behalf of itself and the Bank Lenders), the Indenture Trustee (acting on behalf of itself and the Second Mortgage Note Holders) and the FF&E Agent (acting on behalf of itself and the FF&E Lenders) have entered into the FF&E Intercreditor Agreement, pursuant to each of which the parties thereto has set forth certain intercreditor provisions, including the priority of the liens, the method of decision making among the Lenders party thereto, the arrangements applicable to actions in respect of approval rights and waivers, the limitations on rights of enforcement upon default and the application of proceeds upon enforcement.

F. *Completion Guaranty.* Concurrently herewith, the Completion Guarantor has executed in favor of the Bank Agent (acting on behalf of the Bank Lenders) and the Indenture Trustee (acting on behalf of the Second Mortgage Note Holders) the Completion Guaranty pursuant to which the Completion Guarantor has agreed, subject to the terms and limitations thereof, to guaranty completion of the Project and payment by the Company of certain Project Costs.

G. *Master Disbursement Agreement.* Concurrently herewith, the Pledgor, the Bank Agent (acting on behalf of itself and the Bank Lenders), the Indenture Trustee (acting on behalf of itself and the Second Mortgage Note Holders), the FF&E Agent (acting on behalf of itself and the FF&E Lenders) and Deutsche Bank Trust Company Americas as "**Disbursement Agent**" have entered into that certain Master Disbursement Agreement ("**Disbursement Agreement**") for the purpose of setting forth, among other things, (a) the mechanics for and allocation of the Company's requests for Advances under the various Facilities and from the Company's Funds Account, (b) the conditions precedent to the Closing Date, to the initial Advance and to subsequent Advances, (c) certain common representations, warranties and covenants of the Company in favor of the Funding Agents and the Lenders and (d) the common events of default and remedies.

H. *Condition.* It is a condition precedent to the extensions of the Bank Credit Facility by the Bank Lenders that Pledgor shall have established the Collateral Accounts, grant control to the Bank Agent (as Secured Party) of such accounts, and undertaken the obligations contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Bank Lenders to extend the Bank Credit Facility under the Bank Credit Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Pledgor hereby agrees with Secured Party as follows:

SECTION 1. ***Certain Definitions.***

(a) *Specific Definitions.* The following terms used in this Agreement shall have the following meanings:

"**Broker-Dealer**" means a person registered as a broker or dealer under the Securities Exchange Act of 1934, as amended.

"**Business Day**" means any day other than a Saturday, Sunday or any other day which is a legal holiday or a day on which banking institutions are permitted to be closed in New York or Nevada.

"**Code**" shall mean the Uniform Commercial Code as in effect in New York.

"**Collateral**" means (i) the Collateral Accounts, (ii) all amounts held from time to time in the Collateral Accounts, (iii) all Investments, including all Financial Assets, security entitlements, securities (whether certificated or uncertificated), instruments, accounts, general intangibles and deposits representing or evidencing any Investments, (iv) all interest, dividends, cash, instruments, securities and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Collateral, and (v) to the extent not covered by clauses (i) through (iv) above, all proceeds of any or all of the foregoing Collateral.

"**Collateral Accounts**" means the Securities Accounts and the Deposit Accounts and any other accounts or subaccounts in which Investments may be held or registered.

"**Deposit Accounts**" means the deposit accounts established and maintained by Pledgor and Secured Party with Securities Intermediary pursuant to Section 2, including the Cash Management Account and the Company Payment Account.

"**Investments**" means any Financial Assets credited to the Securities Accounts or the Deposit Accounts, and any other property acquired by Securities Intermediary as securities intermediary hereunder in exchange for, with proceeds from or distributions on, or otherwise in respect of any Investments.

"**Overnight Investments**" means an interest bearing overnight deposit account with a **[ ]** branch of Deutsche Bank Trust Company Americas.

"**Permitted Investments**" **[conform to Disbursement Agreement] [means (a) United States dollars, (b)(i) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations fully guaranteed by the United States of America, (ii) obligations, debentures, notes or other evidence of indebtedness issued or guaranteed by any other agency or instrumentality of the United States of America, (iii) interest-bearing demand or time deposits (which may be represented by certificates of deposit) issued by banks having general obligations rated (on the date of acquisition thereof) at least "A" or the equivalent by S&P or Moody's or, if not so rated, secured at all times, in the manner and to the extent provided by law, by collateral security in clause (i) or (ii) of this definition, of a market value of no less than the amount of monies so invested, (iv) commercial paper rated (on the date of acquisition thereof) at least "A-1" or "P-1" or the equivalent by any Rating Agency issued by any Person, (v) repurchase obligations for underlying securities of the types described in clause (i) or (ii) above, entered into with any commercial bank or any other financial institution having long-term unsecured debt securities rated (on the date of acquisition thereof) at least "A" or "A2" or the equivalent by any Rating Agency in connection with which such underlying securities are**

held in trust or by a third-party custodian, (vi) guaranteed investment contracts of any financial institution which has a long-term debt rated (on the date of acquisition thereof) at least "A" or "A2" or the equivalent by any Rating Agency, (vii) obligations (including both taxable and nontaxable municipal securities) issued or guaranteed by, and any other obligations the interest on which is excluded from income for Federal income tax purposes issued by, any state of the United States of America or the District of Columbia or the Commonwealth of Puerto Rico or any political subdivision, agency, authority or instrumentality thereof, which issuer or guarantor has (A) a short-term debt rated (on the date of acquisition thereof) at least "A-1 "or "P-1 "or the equivalent by any Rating Agency and (B) a long-term debt rated (on the date of acquisition thereof) at least "A" or "A2" or the equivalent by any Rating Agency, (viii) investment contracts of any financial institution either (A) fully secured by (1) direct obligations of the United States of America, (2) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States or (3) securities or receipts evidencing ownership interest in obligations or specified portions thereof described in clause (1) or (2), in each case guaranteed as full faith and credit obligations of the United States of America, having a market value at least equal to 102% of the amount deposited thereunder, or (B) with long-term debt rated at least "A" or "A2" or the equivalent by any Rating Agency and short-term debt rated at least "A-1" or "P-1 "or the equivalent by any Rating Agency, (ix) a contract or investment agreement with a provider or guarantor (A) which provider or guarantor is rated at least "A" or the equivalent by any Rating Agency (provided that if a guarantor is party to the rating, the guaranty must be unconditional and must be confirmed in writing prior to any assignment by the provider to another subsidiary of such guarantor,) (B) providing that monies invested shall be payable without condition (other than notice) and without brokerage fee or other penalty, upon not more than two Business Days' notice for application when and as required or

permitted under the Security Documents, and (C) stating that such contract or agreement is unconditional, expressly disclaiming any right of setoff and providing for immediate termination in the event of insolvency of the provider and termination upon demand of the Disbursement Agent if prior to Final Completion (which demand shall only be made at the direction of the Pledgor) after payment or other covenant default by the provider, or (x) any debt instruments of any Person which instruments are rated (on the date of acquisition thereof) at least "A," "A2," "A-1" or "P-1" or the equivalent by any Rating Agency; *provided* that in each case of clauses (i) through (x), such investments are denominated in United States dollars and maturing not more than 18 months from the date of acquisition thereof or such shorter time period as necessary to make the funds available for disbursement as needed; (c) investments in any money market fund which is rated (on the date of acquisition thereof) at least "A" or "A2" or the equivalent by any Rating Agency; (d) investments in mutual funds sponsored by any securities broker-dealer of recognized national standing having an investment policy that requires at least [ninety-five percent (95%)] all the invested assets of such fund to be invested in investments described in any one or more of the foregoing clauses and having a rating of at least "A" or "A2" or the equivalent by any Rating Agency or (e) investments in both taxable and nontaxable (i) periodic auction reset securities ("PARS") which have final maturities between one and 30 years from the date of issuance and are repriced through a dutch auction or other similar method every 35 days or (ii) auction preferred shares ("APS") which are senior securities of leveraged closed end municipal bond funds and are repriced pursuant to a variety of rate reset periods, in each case having ratings of at least "A" or "A2" or the equivalent by any Rating Agency.]

"**Secured Obligations**" shall have the meaning given to such term in the Bank Guaranty and Collateral Agreement of date even herewith among Pledgor, Secured Party and the other Loan Parties named therein.

"**Securities Accounts**" means the securities accounts established and maintained with Securities Intermediary pursuant to Section 2, including the Company's Funds Account, the Collection Account, the Disbursement Account, the Interest Payment Account, the Bank Proceeds Account, the Operating Account and the Project Liquidity Reserve Account.

"**Securities Intermediary**" means **[Deutsche Bank Trust Company Americas]**.

"**Suspension Period**" means each period beginning on the occurrence of a Potential Event of Default or Event of Default and continuing so long as any Potential Event of Default or Event of Default shall continue.

(b) *General Provisions.* Capitalized terms used but not defined herein shall have the meaning given to such terms in *Exhibit A*. Unless otherwise defined herein or in Exhibit A, terms used in Articles 8 and 9 of the Code are used herein as therein defined. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate. When a reference is made in this Agreement to an Appendix, Exhibit, Introduction, Recital, Section or Schedule, such reference shall be to an Appendix, an Exhibit, the Introduction, a Recital or a Section of, or a Schedule to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

SECTION 2. ***Establishment and Operation of the Collateral Accounts.***

(a) *Establishment of Bank Proceeds Account.* Pledgor and Secured Party hereby authorize and direct Securities Intermediary to establish and maintain at its office at 31 West 52nd Street, New York, New York 10019, a securities account in the name of Secured Party and under the control of Secured Party, designated as "Deutsche Bank Trust Company Americas, as Bank Agent under agreement dated **[ ]**, 2002, Bank Proceeds Account fbo the Bank Lenders". Securities Intermediary hereby undertakes to treat Secured Party as the person entitled to exercise the rights that comprise any Financial Asset credited to the Bank Proceeds Account. The Secured Party and the Pledgor agree that this account shall be the "**Bank Proceeds Account**."

(b) *Establishment of Collection Account.* Pledgor and Secured Party hereby authorize and direct Securities Intermediary to establish and maintain at its office at 31 West 52nd Street, New York, New York 10019, as an account in the name of Disbursement Agent and under the control of Secured Party, a securities account designated as "Deutsche Bank Trust Company Americas, as Disbursement Agent under the agreement dated **[ ]**, 2002, Collection Account". Securities Intermediary hereby undertakes to treat Disbursement Agent as the person entitled to exercise the rights that comprise any Financial Asset credited to the Collection Account. The Secured Party and the Pledgor agree that this account shall be the "**Collection Account**."

(c) *Establishment of Company's Funds Account.* Pledgor and Secured Party hereby authorize and direct Securities Intermediary to establish and maintain at its office at 31 West 52nd Street, New York, New York 10019, a securities account in the name of Pledgor and under the control of Secured Party, designated as

"Wynn Las Vegas, as Company's Funds Account". Securities Intermediary hereby undertakes to treat Pledgor as the person entitled to exercise the rights that comprise any Financial Asset credited to the Company's Funds Account. The Secured Party and the Pledgor agree that this account shall be the "**Company's Funds Account**."

(d) *Establishment of Disbursement Account.* Pledgor and Secured Party hereby authorize and direct Securities Intermediary to establish and maintain at its office at 31 West 52nd Street, New York, New York 10019, as a securities account in the name of Pledgor and under the control of Secured Party, a securities account designated as "Wynn Las Vegas, Disbursement Account". The Securities Intermediary hereby undertakes to treat Pledgor as the person entitled to exercise the rights that comprise any Financial Asset credited to the Disbursement Account. The Secured Party and the Pledgor agree that this account shall be the "**Disbursement Account**."

(e) *Establishment of Interest Payment Account.* Pledgor and Secured Party hereby authorize and direct Securities Intermediary to establish and maintain at its office at 31 West 52nd Street, New York, New York 10019, a securities account in the name of Pledgor and under the control of Secured Party, designated as "Wynn Las Vegas, Interest Payment Account". Securities Intermediary hereby undertakes to treat Pledgor as the person entitled to exercise the rights that comprise any Financial Asset credited to the Interest Payment Account. The Secured Party and the Pledgor agree that this account shall be the "**Interest Payment Account**."

(f) *Establishment of Company Payment Account.* Pledgor and Secured Party hereby authorize and direct Securities Intermediary to establish and maintain at its office at 31 West 52nd Street, New York, New York 10019, a deposit account in the name of Pledgor and under the control of Secured Party, designated as "Wynn Las Vegas, Company Payment Account". The Secured Party and the Pledgor agree that this account shall be the "**Company Payment Account**."

(g) *Establishment of Project Liquidity Reserve Account.* Pledgor and Secured Party hereby authorize and direct Securities Intermediary to establish and maintain at its office at 31 West 52nd Street, New York, New York 10019, a securities account in the name of Pledgor and under the control of Secured Party, designated as "Wynn Las Vegas, Project Liquidity Reserve Account". Securities

Intermediary hereby undertakes to treat Pledgor as the person entitled to exercise the rights that comprise any Financial Asset credited to the Project Liquidity Reserve Account. The Secured Party and the Pledgor agree that this account shall be the "**Project Liquidity Reserve Account**."

(h) *Establishment of Operating Account.* Pledgor and Secured Party hereby authorize and direct Securities Intermediary to establish and maintain at its office at 31 West 52nd Street, New York, New York 10019, a securities account in the name of Pledgor and under the control of Secured Party, designated as "Wynn Las Vegas, Project Liquidity Reserve Account". Securities Intermediary hereby undertakes to treat Pledgor as the person entitled to exercise the rights that comprise any Financial Asset credited to the Project Liquidity Reserve Account. The Secured Party and the Pledgor agree that this account shall be the "**Operating Account**."

(i) *Establishment of Cash Management Account.* Pledgor and Secured Party hereby authorize and direct Securities Intermediary to establish and maintain at its office at 31 West 52nd Street, New York, New York 10019, a deposit account in the name of Pledgor and under the control of Secured Party, designated as "Wynn Las Vegas, Cash Management Account". The Secured Party and the Pledgor agree that this account shall be the "**Cash Management Account**."

(j) *Operations of the Collateral Accounts.* The Collateral Accounts shall be operated, and all Investments shall be acquired and registered or held (as applicable), in accordance with the terms of this Agreement and the directions of Secured Party.

(k) *Account Statements.* Securities Intermediary shall send Secured Party and Pledgor written account statements with respect to the Collateral Accounts not less frequently than monthly. Reports or confirmation of the execution of orders and statements of account shall be conclusive if not objected to in writing within 30 days after delivery pursuant to Section 21.

SECTION 3. ***Mechanics of Deposits of Funds in and between Collateral Accounts.***

(a) *Transfers to Bank Proceeds Account.* All transfers of funds to the Bank Proceeds Account shall be made by wire transfer (or, if applicable, intra-bank transfer from another account with Securities Intermediary) of immediately available funds, in each case addressed as follows:

Account No.:	#**[ ]**
ABA No.:	#**[ ]**
Reference:	Le Rêve Project—Bank Proceeds Account
Attention:	**[ ]**

(b) *Transfers to Collection Account.* All transfers of funds to the Collection Account shall be made by wire transfer (or, if applicable, intra-bank transfer from another account with Securities Intermediary) of immediately available funds, in each case addressed as follows:

Account No.:	#**[ ]**
ABA No.:	#**[ ]**
Reference:	Le Rêve Project—Collection Account
Attention:	**[ ]**

(c) *Transfers to Company's Funds Account.* All transfers of funds to the Company's Funds Account shall be made by wire transfer (or, if applicable, intra-bank transfer from another account with Securities Intermediary) of immediately available funds, in each case addressed as follows:

Account No.:	#**[ ]**
ABA No.:	#**[ ]**
Reference:	Le Rêve Project—Company's Funds Account
Attention:	**[ ]**

(d) *Acknowledgement of Deposit.* Securities Intermediary and Secured Party acknowledge the deposit of $**[ ] [CONFIRM AMOUNT]** in the Company's Funds Account on the date hereof.

(e) *Transfers to Disbursement Account.* Transfers of funds to the Disbursement Account shall be made by wire transfer (or, if applicable, intra-bank transfer from another account with Securities Intermediary) of immediately available funds, in each case addressed as follows:

Account No.: #**[ ]**
ABA No.: #**[ ]**
Reference: Le Rêve Project—Disbursement Account
Attention: **[ ]**

(f) *Transfers to Interest Payment Account.* Transfers of funds to the Interest Payment Account shall be made by wire transfer (or, if applicable, intra-bank transfer from another account with Securities Intermediary) of immediately available funds, in each case addressed as follows:

Account No.: #**[ ]**
ABA No.: #**[ ]**
Reference: Le Rêve Project—Interest Payment Account
Attention: **[ ]**

(g) *Transfers to Company Payment Account.* Transfers of funds to the Company Payment Account shall be made by wire transfer (or, if applicable, intra-bank transfer from another account with Securities Intermediary) of immediately available funds, in each case addressed as follows:

Account No.: #**[ ]**
ABA No.: #**[ ]**
Reference: Le Rêve Project—Company Payment Account
Attention: **[ ]**

(h) *Transfers to Project Liquidity Reserve Account.* All transfers of funds to the Project Liquidity Reserve Account shall be made by wire transfer (or, if applicable, intra-bank transfer from another account with Securities Intermediary) of immediately available funds, in each case addressed as follows:

Account No.: #**[ ]**
ABA No.: #**[ ]**
Reference: Le Rêve Project—Project Liquidity Reserve Account
Attention: **[ ]**

(i) *Acknowledgement of Deposit.* Securities Intermediary and Secured Party acknowledge the deposit of $30,000,000 in the Project Liquidity Reserve Account on the date hereof.

(j) *Transfers to Operating Account.* Transfers of funds to the Operating Account shall be made by wire transfer (or, if applicable, intra-bank transfer from another account with Securities Intermediary) of immediately available funds, in each case addressed as follows:

Account No.: #**[ ]**
ABA No.: #**[ ]**
Reference: Le Rêve Project—Operating Account
Attention: **[ ]**

(k) *Transfers to Cash Management Account.* Transfers of funds to the Cash Management Account shall be made by wire transfer (or, if applicable, intra-bank transfer from another account with Securities Intermediary) of immediately available funds, in each case addressed as follows:

Account No.: #**[ ]**
ABA No.: #**[ ]**
Reference: Le Rêve Project—Cash Management Account
Attention: **[ ]**

(l) *Notice of Transfers.* In the event of any transfer of funds to or from the Collateral Accounts pursuant to any provision of Section 3, Pledgor, Secured Party or Securities Intermediary, as the case may be, shall promptly after initiating or sending out written instructions with respect to such transfer, give notice to the other such party by facsimile of the date and amount of such transfer.

SECTION 4. ***Permitted Investments and Transfers of Amounts in the Collateral Accounts.***

(a) *Strict Compliance.* Cash held by Securities Intermediary in the Collateral Accounts shall not be (i) invested or reinvested, (ii) sold or redeemed, or (iii) transferred from or among the Collateral Accounts, except as provided in this Section 4.

(b) *Pledgor's Right to Direct Investment.* Except during any Suspension Period, Securities Intermediary shall, in accordance with Pledgor's written Entitlement Orders given to Securities Intermediary from time to time, sell or redeem Investments, and apply amounts transferred to or held for the credit of the respective Securities Accounts to make investments for credit to the Securities Accounts, in Securities Intermediary's name and as custodian under this Agreement, in Permitted Investments. During any Suspension Period, (i) Pledgor's right to direct such investments under this Section 4(b) shall be suspended, and Securities Intermediary shall not accept Entitlement Orders with respect to the Securities Account from any person other than Secured Party; and (ii) any credit balances shall be invested and reinvested only as provided in Section 4(c).

(c) *Overnight Investments.* To the extent that (i) with respect to the Deposit Accounts, there are credit balances expected in any Deposit Account as of the end of a day, or (ii) with respect to the Securities Accounts (A) a Suspension Period is then in effect or (B) a credit balance is expected in any Securities Account

as of 12:00 noon, New York time on any Business Day after settlement of all pending transactions, unless otherwise instructed by Secured Party, Securities Intermediary shall apply the expected credit balances to acquire Overnight Investments. Any Overnight Investments shall be held for the credit of the Collateral Account from which the proceeds for acquisition was derived. Pledgor shall have no right to invest funds in a Securities Account to the extent that free balances have been invested in Overnight Investments pursuant to this Section. **[Pledgor hereby acknowledges that, as foreign deposit accounts, "Overnight Investments" may not benefit from any protections afforded to domestic depositors by state or Federal law, may have a lesser preference in a liquidation than a domestic deposit, and are subject to cross-border risks. No U.S. licensed office of [Deutsche Bank Trust Company Americas] separately guarantees or promises the repayment of any Overnight Investment.]**

(d) *Actions of Securities Intermediary on Purchase of Investments.* Promptly upon the purchase, acquisition or transfer for credit of any Collateral Account of any Investment, Securities Intermediary shall take all steps that it customarily takes in the ordinary course of its business to ensure that such Investment is credited on its books to the Collateral Account for which the Investment was acquired. Without limiting the generality of the foregoing, Securities Intermediary shall promptly (i) send to Pledgor and Secured Party a written confirmation of the acquisition of such Investment, and (ii) indicate by book entry in its records that such Investment has been credited to, and is held for the credit of, the specified Collateral Account. Securities Intermediary agrees with Pledgor and Secured

Party that any cash or property credited to, or held for the credit of, the Collateral Accounts' shall be treated as "Financial Assets" as that term is defined in Section 8-102(a)(9) of the Code.

(e) *Interest on Collateral Accounts.* Amounts held on deposit or as credit balances, whether in a Deposit Account or a Securities Account shall not bear interest, although to the extent invested in Investments (including Overnight Investments), deposit or credit balances may realize interest income.

(f) *Control Agreement.* Anything contained herein to the contrary notwithstanding, including the actual or alleged absence of a Potential Event of Default or Event of Default, Securities Intermediary shall, if and as directed in writing by Secured Party, without the consent of Pledgor, (i) comply with Entitlement Orders originated by Secured Party with respect to the Collateral Accounts and any Security Entitlements therein, (ii) comply with instructions originated by Secured Party directing the disposition of funds in the Collateral Accounts, (iii) transfer, sell or redeem any of the Collateral, (iv) transfer any or all of the Collateral to any account or accounts designated by Secured Party, including any Collateral Account or an account established in Secured Party's name (whether at Secured Party or Securities Intermediary or otherwise), (v) register title to any Collateral in any name specified by Secured Party, including the name of Secured Party or any of its nominees or agents, without reference to any interest of Pledgor, or (vi) otherwise deal with the Collateral as directed by Secured Party. Securities Intermediary shall act on any instruction of Secured Party notwithstanding assertions or proof that (1) Secured Party has no right under Sections 14 or 15 to originate the instruction or take the underlying action; (2) such instruction or action constitutes a breach of this Agreement or any other agreement; or (3) this Agreement has terminated, unless notified in writing by Secured Party that this Agreement has terminated and such notice has not been withdrawn. Nothing contained in this paragraph shall constitute a waiver of by Pledgor of any rights or remedies it may have against Secured Party under this Agreement or any other agreement.

(g) *Deposit of Proceeds.* Any interest earned on any of the Deposit Accounts in accordance with Section 4(e), any interest, cash dividends or other cash distributions received in respect of any Investments and the net proceeds of any sale or payment of any Investments shall be promptly credited to, and held for the credit of, the Collateral Account to which such Investment was credited. Any distribution of property other than cash in respect of any Investment shall be credited to and held for the credit of the Collateral Account to which the related Investment was credited; *provided that*, unless otherwise instructed in writing by Secured Party, Securities Intermediary shall, for credit to the Collateral Accounts, promptly sell, redeem or otherwise liquidate any such property that, as of the date of receipt, is not a Permitted Investment.

(h) *Segregation of Accounts.* Except to the extent otherwise instructed by Secured Party or as provided in Section 2(a), 2(b), 2(c), 2(d), 2(e), 2(f), 2(g) or 2(h), Securities Intermediary shall separately maintain each of the Collateral Accounts and shall not transfer property or proceeds among the Collateral Accounts.

SECTION 5. ***Pledge of Security for Secured Obligations.*** Pledgor hereby pledges and assigns to Secured Party, and hereby grants to Secured Party a security interest in, all of Pledgor's right, title and interest in and to the Collateral as collateral security for the prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the United States Bankruptcy Code, 11 U.S.C. 362(a)), of all Secured Obligations.

SECTION 6. ***Acknowledgement of Security Interest in Favor of Secured Party; Covenant Against Creation of other Interests.***

(a) *Acknowledgement of Security Interest.* Securities Intermediary acknowledges the security interest granted by Pledgor in favor of Secured Party in the Collateral.

(b) *Acknowledgement of Securities Intermediary's Role.* Securities Intermediary hereby further acknowledges that it holds the Collateral Accounts, and all Security Entitlements therein, as custodian for, for the benefit of, and subject to the control of, Secured Party. Securities Intermediary shall, by book entry or otherwise, indicate that the Collateral Accounts, and all Security Entitlements registered to or held therein, are subject to the control of Secured Party as provided in Section 4(f).

(c) *Securities Intermediary Has No Notice of Adverse Claims.* Securities Intermediary represents and warrants that (i) it has no notice of any Adverse Claim against any of the Collateral other than the claim of Secured Party under this Agreement; and (ii) it is not, in its capacity as securities intermediary, party to any agreement other than this Agreement that governs its rights or duties, or limits or conflicts with the rights of Secured Party, including the exclusive right of Secured Party to control as provided in Section 4(f), with respect to the Collateral Accounts; *provided, however*, that the parties hereto recognize and acknowledge that immediately after the execution and delivery of this Agreement, the Pledgor, the Securities Intermediary and the Indenture Trustee will enter into a Disbursement Collateral Account Agreement (Second Mortgage Notes) (the "Mortgage Notes Collateral Account Agreement") pursuant to which Pledgor shall grant a security interest in, and control over, certain of the Collateral Accounts. Pursuant to the Project Lenders Intercreditor Agreement, the security interest so granted to the Indenture Trustee shall be subject to and subordinate to the security interest over the same collateral granted to Secured Party hereunder. The Securities Intermediary agrees that until such time as it has been notified in writing by Secured Party that this Agreement has terminated, the Securities

Intermediary shall not comply with any Entitlement Orders originated by the Indenture Trustee or take any of the actions specified in clauses (ii) through (vi) of Section 4(f) above, except with the consent of Secured Party.

(d) *Securities Intermediary Shall Not Acknowledge Other Claims.* Securities Intermediary agrees that, except as expressly provided in Section 6(c) above or elsewhere in this Agreement or with the written consent of Secured Party, it shall not agree to or acknowledge (i) any right by any Person other than Secured Party to originate Entitlement Orders or control with respect to the Collateral Accounts; or (ii) any limitation on the right of Secured Party to originate Entitlement Orders with respect to or direct the transfer of any Investments or cash credited to the Collateral Accounts.

SECTION 7. ***Securities Intermediary Maintenance of the Collateral Accounts.***

(a) *Transactions Shall Comply With Rules.* The parties acknowledge that all transactions in Financial Assets under this Agreement shall be in accordance with the rules and customs of the exchange, market or clearing organization, if any, in which the transactions are executed or settled and in conformity with applicable law and regulations of governmental authorities and future amendments or supplements thereto.

(b) *Fees and Charges of Securities Intermediary.* Pledgor shall pay to Securities Intermediary, in accordance with Securities Intermediary's usual schedule of charges or any written agreement between Securities Intermediary and Pledgor, any fees or charges reasonably imposed by Securities Intermediary with respect to, the establishment, maintenance and transactions in or affecting the Collateral Accounts.

(c) *Securities Intermediary Shall Not Permit Leverage of Investments.* Securities Intermediary shall not execute any transaction to acquire a Financial Asset under Section 4(b) unless there are sufficient funds in a specific Collateral Account or reasonably expected with respect to pending transactions in such Collateral Account to settle such transaction for the account of such Collateral Account. Notwithstanding the foregoing sentence, in the event that Securities Intermediary executes a transaction without adequate funds to settle the transaction, Pledgor shall be liable to Securities Intermediary for any deficiency and shall promptly reimburse Securities Intermediary for any loss or expense incurred thereby, including losses sustained by reason of Securities Intermediary's inability to borrow any securities or other property sold for the Collateral Account. Pledgor agrees to pay interest charges which may be imposed by Securities Intermediary in accordance with its usual custom, with respect to late payments for Financial Assets purchased for any Collateral Account and prepayments to any Collateral Account (*i.e.*, the crediting of the proceeds of sale before the settlement date or receipt by Securities Intermediary of the items sold in good deliverable form). Pledgor agrees to pay promptly any amount which may become due in order to satisfy demands for additional margin or marks to market with respect to any security purchased or sold on instruction from Pledgor.

(d) *Risk of Investments and Transactions.* It is not the intention of the parties that Securities Intermediary should bear any investment risk associated with Permitted Investments or Overnight Investments acquired for the credit of the Collateral Accounts in accordance with Section 4. Any losses or gains realized on such Investments shall be charged or credited to the Collateral Accounts, as appropriate. On committing to a transaction for the credit of the Collateral Accounts pursuant to an instruction permitted in accordance with Section 4, Securities Intermediary may, (i) pending settlement, block (A) the Investments to be sold or (B) credit balances sufficient to settle any acquisition and, (ii) at the time of settlement, deliver such Investments or funds in accordance with the rules, custom or practice of the particular market.

(e) *Use of Intermediaries and Nominees.* Securities Intermediary is authorized, subject to Secured Party's written instructions, to register any Financial Assets acquired by Securities Intermediary pursuant to this Agreement in the name of Securities Intermediary or in the name of its nominee, or to cause such securities to be registered in the name of a Federal reserve bank, a recognized securities intermediary or clearing corporation, or a nominee of any of them. Securities Intermediary may at any time and from time to time appoint, and may at any time remove, any bank, trust company, clearing corporation, or Broker-Dealer as its agent to carry out such of the provisions of this Agreement. The appointment or use of any intermediary, or the appointment of any such agent, shall not relieve Securities Intermediary of any responsibility or liability under this Agreement.

(f) *Corporate Actions.* Except as otherwise set forth herein, the parties agree that neither Secured Party nor Securities Intermediary shall have any responsibility for ascertaining or acting upon any calls, conversions, exchange offers, tenders, interest rate changes or similar matters relating to any Financial Assets credited to or held for the credit of the Securities Accounts (except based on written instructions originated by Pledgor or Secured Party), or for informing Pledgor or Secured Party with respect thereto, whether or not Securities Intermediary or Secured Party has, or is deemed to have, knowledge of any of the aforesaid. Securities Intermediary is authorized to withdraw securities sold or otherwise disposed of, and to credit the appropriate Collateral Account with the proceeds thereof or make such other disposition thereof as may be directed in accordance with this Agreement. Securities Intermediary is further authorized to collect all income and other payments which may become due on Financial Assets credited to the Collateral Accounts, to surrender for payment maturing obligations and those called for redemption and to exchange certificates in temporary form for like certificates in definitive form, or, if the par value of any shares is changed, to effect the exchange for new certificates. It is understood and agreed by Pledgor and Secured Party that, although Securities Intermediary will use reasonable efforts to effect the transactions set forth in the preceding sentence, Securities Intermediary shall incur no liability for its failure to effect the same unless its failure is the result of wilful misconduct.

(g) *Disclosure of Account Relationships.* Pledgor and Secured Party acknowledge that Securities Intermediary may be required to disclose to securities issuers the name, address and securities positions with respect to Financial Assets credited to the Collateral Accounts, and hereby consent to such disclosures.

(h) *Forwarding of Documents.* Securities Intermediary shall forward to Pledgor and Secured Party, or notify Pledgor and Secured Party by telephone of, all communications received by Securities Intermediary as owner of any Financial Assets credited to the Collateral Accounts and which are intended to be transmitted to the beneficial owner thereof.

(i) *Direction of Secured Party Controls in Disputes.* Pledgor, Securities Intermediary and Secured Party hereby agree that in the event any dispute arises with respect to the payment, ownership or right to possession of the Collateral Accounts or any other Collateral credited to or held therein, Securities Intermediary shall take such actions and shall refrain from taking such actions with respect thereto as may be directed by Secured Party.

(j) *No Setoff, etc.* Securities Intermediary shall not exercise on its own behalf any claim, right of set-off, banker's lien, clearing lien, counterclaim or similar right against any of the Collateral; provided that Securities Intermediary may deduct, from any credit balances, any usual and ordinary transaction and administration fees payable in connection with the administration and operation of the Collateral Accounts. Except for claims for deductions permitted in the preceding sentence, Securities Intermediary agrees that any security interest it may have in the Collateral Accounts or any security entitlement carried therein shall be subordinate and junior to the interest of Secured Party.

(k) *Only Agreement.* This Agreement shall govern the actions, rights and obligations of Securities Intermediary, and shall determine the governing law, with respect to the Collateral Accounts and the Collateral notwithstanding any term or condition in any agreement other than this Agreement as it may be amended, supplemented or otherwise modified in writing.

(l) *Care of Financial Assets.* Securities Intermediary shall maintain possession or control of all Financial Assets credited to the Collateral Accounts by segregating such Financial Assets from its proprietary assets and keeping them free of any lien, charge or claim of any third party granted or created by Securities Intermediary. Securities Intermediary shall take such other steps to ensure that Financial Assets credited to the Collateral Accounts are identified as being held for customers of Securities Intermediary as may required under applicable law, including 17 CFR Part 450, or in accordance with custom and practice in the industry.

SECTION 8. ***Transactions in Collateral Accounts.***

(a) *Power of Secured Party to Sell or Transfer.* Pledgor agrees that Secured Party may sell or cause the sale or redemption of any Investment and instruct Securities rmediary to transfer the proceeds of such sale or any other credit or balance in any of Collateral Accounts to any of the Collateral Accounts or any third party or account, in either case (i) if such sale or redemption is necessary to permit Secured Party or the Disbursement Agent to perform its duties under this Agreement, the Disbursement Agreement or the Intercreditor Agreement, or (ii) as provided in Section 14.

(b) *Drawings Permitted from Certain Accounts.*

(i) *By Pledgor.* Except during any Suspension Period, Pledgor may by Check (as defined in Section 3-104(b) of the Code) or other means draw funds from the Cash Management Account and the Company Payment Account for the purposes set forth in the Disbursement Agreement. During any Suspension Period, the Cash Management Account and the Company Payment Account shall be blocked, and Pledgor shall have no right to draw any amounts therefrom. Pledgor shall have no right to withdraw any funds from any other Collateral Account.

SECTION 9. ***Representations and Warranties By Securities Intermediary.*** Securities Intermediary hereby represents and warrants to Pledgor and Secured Party as follows:

(a) *Corporate Power.* Securities Intermediary has all necessary corporate power and authority to enter into and perform this Agreement.

(b) *Execution Authorized.* The execution, delivery and performance of this Agreement by Securities Intermediary have been duly authorized by all necessary corporate action on the part of Securities Intermediary.

(c) *Securities Intermediary.* Securities Intermediary is a "securities intermediary" (as that term is defined in Section 8-102(a)(14) of the Code) and is acting in such capacity with respect to the Collateral Accounts. Securities Intermediary is not a "clearing corporation" (as that term is defined in Section 8-102(a)(5) of the Code).

SECTION 10. ***Representations and Warranties.*** Pledgor represents and warrants as follows:

(a) *Ownership of Collateral; Security Interest; Perfection and Priority.* Except as specifically set forth in Section **[]** of the Disbursement Agreement, Pledgor is (or at the time of transfer thereof to Securities Intermediary will be) the legal and beneficial owner of the Collateral from time to time transferred by Pledgor to Securities Intermediary, as agent for Secured Party, free and clear of any Lien except for the security interest created by this Agreement and the security interest created by the Mortgage Notes Collateral Account Agreement. The pledge and assignment of the Collateral pursuant to this Agreement creates a valid security interest in the Collateral securing the Payment of the Secured Obligations. Assuming compliance by Securities Intermediary with this Agreement, Secured Party will have a perfected security interest in the Collateral senior in priority to any other security interest created by Pledgor.

(b) *Governmental Authorizations.* No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for either (i) the grant by Pledgor of the security interest granted hereby, (ii) the execution, delivery or performance of this Agreement by Pledgor, or (iii) the perfection of or the exercise by Secured Party or Securities Intermediary of its rights and remedies hereunder (except as may have been taken by or at the direction of Pledgor).

(c) *Other Information.* All information heretofore, herein or hereafter supplied to Secured Party or Securities Intermediary by or on behalf of Pledgor with respect to the Collateral, the establishment of the Collateral Accounts or otherwise is accurate and complete in all material respects.

SECTION 11. ***Further Assurances.***

(a) *Pledgor.* Pledgor agrees that from time to time, at the expense of Pledgor, Pledgor shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or reasonably desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Secured Party or Securities Intermediary to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Pledgor shall: (a) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or reasonably desirable, or as Secured Party may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby, and (b) at Secured Party's request, appear in and defend any action or proceeding that may affect Pledgor's title to or Secured Party's security interest in all or any part of the Collateral.

(b) *Securities Intermediary.* Securities Intermediary shall take such further actions as Secured Party shall reasonably request as being necessary or desirable to maintain or achieve perfection or priority of Secured Party's security interest with respect to the Collateral and to permit Secured Party to exercise its rights with respect to the Collateral.

SECTION 12. ***Transfers and other Liens.*** Pledgor agrees that, except as permitted in Section 4(b) and for the security interest created by this Agreement and the Mortgage Notes Collateral Account Agreement, it shall not (a) sell, assign (by operation of law or otherwise), redeem or otherwise dispose of any of the Collateral or (b) create or suffer to exist any Lien upon or with respect to any of the Collateral.

SECTION 13. ***Secured Party Appointed Attorney-in-Fact; Secured Party Performance.***

(a) *Secured Party Appointed Attorney-in-Fact.* Pledgor hereby irrevocably appoints Secured Party as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor, Secured Party or otherwise, from time to time in Secured Party's discretion to take any action and to execute any instrument that Secured Party may deem necessary or advisable to accomplish the

purposes of this Agreement, including (a) to file one or more financing or continuation statements, or amendments thereto, relative to all or any part of the Collateral without the signature of Pledgor and (b) to receive, endorse and collect any instruments or other Investments made payable to Pledgor representing any dividend, principal or interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

(b) *Performance by Secured Party.* If Pledgor fails to perform any agreement contained herein, Secured Party may itself perform, or cause performance of, such agreement, and the expenses of Secured Party incurred in connection therewith shall be payable by Pledgor under Section 16.

SECTION 14. ***Remedies.***

(a) *Transfer or Sequestration of Collateral after Potential Event of Default or Event of Default.* If any Potential Event of Default or Event of Default shall have occurred and be continuing, Secured Party may instruct Securities Intermediary to (i) sell or redeem any Investments, (ii) transfer any or all of the Collateral constituting cash to a Deposit Account or transfer any or all of the Collateral to any account designated by Secured Party, including account or accounts established in Secured Party's name (whether at Secured Party or Securities Intermediary or otherwise), (iii) register title to any Collateral in any name specified by Secured Party, including the name of Secured Party or any of its nominees or agents, without reference to any interest of Pledgor, or (iv) otherwise deal with the Collateral as directed by Secured Party.

(b) *Rights of Secured Party after Event of Default.* If any Event of Default shall have occurred and be continuing, Secured Party may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code as in effect in any relevant jurisdiction (the "**UCC**") (whether or not the UCC applies to the affected Collateral), and Secured Party may also in its sole discretion sell the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange or broker's board or at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Secured Party may deem commercially reasonable, irrespective, of the impact of any such sales on the market price of the Collateral. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Pledgor, and Pledgor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(c) *Agreement as to Manner of Sale.* Pledgor hereby agrees that the Collateral is of a type customarily sold on recognized markets and, accordingly, that no notice to any Person is required before any sale of any of the Collateral pursuant to the terms of this Agreement; provided that, without prejudice to the foregoing, Pledgor agrees that, to the extent notice of any such sale shall be required by law, at least ten days' notice to Pledgor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification.

(d) *Deficiency.* If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Pledgor shall be liable for the deficiency and the fees of any attorneys employed by Secured Party to collect such deficiency.

(e) *Set-off.* Anything contained herein to the contrary notwithstanding, all sums in the Collateral Accounts shall be subject to Secured Party's or any Bank Lender's rights of set-off.

SECTION 15. ***Application of Proceeds.*** If any Event of Default shall have occurred and be continuing, all cash included as Collateral and all proceeds received by Secured Party in respect of any sale or redemption of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of Secured Party, be held by or for Secured Party as Collateral for, or then, or at any other time thereafter, applied in full or in part by Secured Party against, the Secured Obligations in any order or priority as may be determined by the Secured Party.

SECTION 16. ***Limitations on Duties; Exculpation; Indemnity, Expenses.***

(a) *Securities Intermediary.*

(i) *Limitation on Duties.* Securities Intermediary's duties hereunder are only those specifically provided herein, and Securities Intermediary shall incur no liability whatsoever for any actions or omissions hereunder except for any such liability arising out of or in connection with Securities Intermediary's gross negligence or wilful misconduct. Securities Intermediary has no obligation to inquire into, or to ensure, the sufficiency of this Agreement or the arrangements described hereunder to satisfy any objectives of Secured Party or Pledgor. Securities Intermediary shall have no duty to supervise or to provide investment counseling or advice to Pledgor or Secured Party with respect to the purchase, sale, retention or other disposition of any Financial Assets held hereunder. Except as specifically otherwise provided in this Agreement, Securities Intermediary shall not be responsible for enforcing compliance by the other parties to this Agreement with their respective duties and obligations to each other under this or any other Agreement.

(ii) *Consultation with Counsel.* Securities Intermediary may consult with, and obtain advice from, legal counsel as to the construction of any of the provisions of this Agreement, and shall incur no liability in acting in good faith in accordance with the reasonable advice and opinion of such counsel.

(iii) *Indemnification.* Pledgor agrees to indemnify Securities Intermediary from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees and expenses) in any way relating to, growing out of or resulting from this Agreement or the performance of its obligations hereunder, except to the extent arising out of or in connection with Securities Intermediary's gross negligence or wilful misconduct.

(iv) *Reasonable Reliance.* Securities Intermediary shall be fully protected and shall suffer no liability in acting in accordance with any written instructions reasonably believed by it to have been given (A) by Secured Party with respect to any aspect of the operation of the Collateral Accounts (including any such instructions relating to any investment or transfer of any amounts held therein or (B) by Pledgor, to the extent provided in Section 4(b), with respect to the Collateral Accounts.

(b) *Secured Party.*

(i) *Exculpation.* The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Secured Party shall have no duty as to any Collateral, it being understood that Secured Party shall have no responsibility for (a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not Secured Party has or is deemed to have knowledge of such matters, (b) taking any necessary steps (other than steps taken in accordance with the standard of care set forth above to maintain possession of the Collateral) to preserve rights against any parties with respect to any Collateral, (c) taking any necessary steps to collect or realize upon the Secured Obligations or

any guarantee therefor, or any part thereof, or any of the Collateral, (d) initiating any action to protect the Collateral against the possibility of a decline in market value, (e) any loss resulting from Investments made, held or sold pursuant to Section 4, except for a loss resulting from Secured Party's gross negligence or wilful misconduct in complying with Section 4, or (f) determining (i) the correctness of any statement or calculation made by Pledgor in any written or telex (tested or otherwise) instructions or (ii) whether any transfer to the Collateral Accounts is proper. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Secured Party accords its own property of like kind. In addition to the foregoing and without limiting the generality thereof, Secured Party shall not be responsible for any actions or omissions of Securities Intermediary.

(ii) *Indemnification.* Pledgor agrees to indemnify Secured Party and each Bank Lender from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including enforcement of this Agreement), except to the extent such claims, losses or liabilities result solely from Secured Party's gross negligence or wilful misconduct as finally determined by a court of competent jurisdiction.

(iii) *Reasonable Reliance.* Secured Party shall be fully protected and shall suffer no liability in acting in accordance with any written instructions reasonably believed by it to have been given by Pledgor, to the extent provided in Section 4(b), with respect to any investments of any amounts held for the credit of the Collateral Accounts.

(iv) *Expenses.* Pledgor shall pay to Secured Party upon demand the amount of any and all costs and expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that Secured Party may reasonably incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Secured Party hereunder, or (iv) the failure by Pledgor to perform or observe any of the provisions hereof.

SECTION 17. ***Resignation and Removal of Securities Intermediary.***

(a) *Removal.* Securities Intermediary may be removed at any time by written notice given by Secured Party to Securities Intermediary and Pledgor, but such removal shall not become effective until a successor Securities Intermediary shall have been appointed by Secured Party and shall have accepted such appointment in writing.

(b) *Resignation.* Securities Intermediary may resign at any time by giving not less than thirty days' written notice to Secured Party and Pledgor, but such removal shall not become effective until a successor Securities Intermediary shall have been appointed by Secured Party and shall have accepted such appointment in writing. If an instrument of acceptance by a successor Securities Intermediary shall not have been delivered to the resigning Securities Intermediary within thirty days after the giving of any such notice of resignation, the resigning Securities Intermediary may, at the expense of Pledgor, petition any court of competent jurisdiction for the appointment of a successor Securities Intermediary.

(c) *Successor Securities Intermediary.* Any successor Securities Intermediary shall be a corporation qualified to, and located in, New York, which (A) is subject to supervision or examination by the applicable Governmental Authority, (B) has a combined capital and surplus of at least Five Hundred Million Dollars (US$500,000,000), (C) has a long-term credit rating of not less than "A-"or "A3", respectively, by any Rating Agency; *and provided, that* any such bank with a long-term credit rating of "A-"or "A3 "shall not cease to be eligible to act as Securities Intermediary upon a downward

change in either such rating of no more than one category or grade of such minimum rating, as the case may be.

(d) *Process of Succession.* Upon the appointment of a successor Securities Intermediary and its acceptance of such appointment, the resigning or removed Securities Intermediary shall transfer all items of Collateral held by it to such successor (which items of Collateral shall be transferred to appropriate

new Collateral Accounts established and maintained by such successor). Following such appointment all references herein to Securities Intermediary shall be deemed a reference to such successor; *provided that* the provisions of Section 16(a) hereof shall continue to inure to the benefit of the resigning or removed Securities Intermediary with respect to any actions taken or omitted to be taken by it under this Agreement while it was Securities Intermediary hereunder.

SECTION 18. ***Continuing Security Interest; Termination of Obligations of Securities Intermediary.*** This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the indefeasible payment in full of the Secured Obligations, the cancellation or termination of the commitments under the Bank Credit Agreement and the cancellation or expiration of all letters of credit outstanding thereunder, (b) be binding upon Pledgor, its successors and assigns, and (c) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and the Bank Lenders and their respective successors, transferees and assigns. Upon the indefeasible payment in full of all Secured Obligations and the cancellation or termination of the commitments under the Bank Credit Agreement and the cancellation or expiration of all letters of credit outstanding thereunder, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to Pledgor. Upon any such termination Secured Party shall, at Pledgor's expense, execute and deliver to Pledgor such documents as Pledgor shall reasonably request to evidence such termination and Pledgor shall be entitled to the return, upon its request and at its expense, against receipt and without recourse to Secured Party, of such of the Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof. Securities Intermediary shall not be released from its obligations hereunder, and shall continue to maintain any Collateral in accordance with this Agreement, until notified in writing by Secured Party that this Agreement has terminated and so long as Secured Party has not withdrawn such notification.

SECTION 19. ***Secured Party as Bank Agent.***

(a) *Agency.* Secured Party has been appointed to act as Secured Party hereunder by the Bank Lenders pursuant to the Bank Credit Agreement. Secured Party shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement, the Disbursement Agreement and the Bank Credit Agreement.

(b) *Identity of Agent.* Secured Party shall at all times be the same Person that is the Bank Agent under the Bank Credit Agreement. Written notice of resignations by the Bank Agent pursuant to subsection of the Bank Credit Agreement shall also constitute notice of resignation as Secured Party under this Agreement; removal of the Bank Agent pursuant to subsection of the Bank Credit Agreement shall also constitute removal as Secured Party under this Agreement; and substitution of a successor bank agent pursuant to subsection of the Bank Credit Agreement shall also constitute substitution of a successor Secured Party under this Agreement. Upon the acceptance of any appointment as Bank Agent under subsection of the Bank Credit Agreement by a successor Bank Agent, that successor Bank Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Secured Party under this Agreement, and the retiring or removed Secured Party under this Agreement shall promptly (i) transfer to such successor Secured Party all items of Collateral held by Secured Party (which as appropriate shall be credited to, and held for the credit of, any new Collateral Accounts established and maintained

by such successor Secured Party), together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Secured Party under this Agreement, and (ii) execute and deliver to such successor Secured Party such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Secured Party of the security interests created hereunder, whereupon such retiring or removed Secured Party shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Bank Agent's resignation or removal hereunder as Secured Party, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Secured Party hereunder.

SECTION 20. ***Amendments, Etc.*** No amendment or waiver of any provision of this Agreement, or consent to any departure by any party herefrom, shall in any event be effective unless the same shall be in writing and signed by the other parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION 21. ***Notices.*** Any communications between the parties hereto or notices provided herein to be given may be given to the address of the party as set forth under such party's name on the signature pages hereof. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by a reputable overnight delivery service, (c) in the event overnight delivery services are not readily available, if mailed by first class mail, postage prepaid, registered or certified with return receipt requested or (d) if sent by prepaid telex, or by telecopy with correct answer back received. Notice so given shall be effective upon receipt by the addressee, except that communication or notice so transmitted by telecopy or other direct written electronic means shall be deemed to have been validly and effectively given on the day (if a Banking Day and, if not, on the next following Banking Day) on which it is validly transmitted if transmitted before 4 p.m., recipient's time, and if transmitted after that time, on the next following Banking Day; provided, however, that if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Any party shall have the right to change its address for notice hereunder to any other location by giving of no less than twenty (20) days' notice to the other parties in the manner set forth hereinabove.

SECTION 22. ***Failure or Indulgence Not Waiver, Remedies Cumulative.*** No failure or delay on the part of Secured Party in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

SECTION 23. ***Severability.*** In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 24. ***Headings.*** Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

SECTION 25. ***Governing Law.*** **THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. Securities Intermediary's Jurisdiction shall be New York.**

SECTION 26. ***Consent to Jurisdiction and Service of Process.*** **ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST PLEDGOR ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT PLEDGOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT**. Pledgor hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to Pledgor at its address provided in Section 21, such service being hereby acknowledged by Pledgor to be sufficient for personal jurisdiction in any action against Pledgor in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of Secured Party to bring proceedings against Pledgor in the courts of any other jurisdiction.

SECTION 27. ***Waiver of Jury Trial.*** **PLEDGOR, SECURITIES INTERMEDIARY AND SECURED PARTY HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT**. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Pledgor and Secured Party each acknowledge that this waiver is a material inducement for Pledgor and Secured Party to enter into a business relationship, that Pledgor and Secured Party have already relied on this waiver in entering into this Agreement and that each will continue to rely on this waiver in their related future dealings. Pledgor and Secured Party further warrant and represent that each has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. **THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT**. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

SECTION 28. ***Counterparts.*** This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 29. ***Secured Party's Representative.*** The Secured Party hereby authorizes the entity acting from time to time as the Disbursement Agent under the Disbursement Agreement to, from time to time, act on its behalf hereunder. Until the Bank Agent notifies the Securities Intermediary and Pledgor to the contrary, any such Disbursement Agent shall be a "representative" (as defined in Section 1-201(35) of the Code) of the Secured Party and, as such, any entitlement orders or other instructions or actions issued or taken by such Disbursement Agent hereunder shall be as effective as if issued or taken directly by the Secured Party.

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Exhibit Z-2
to the Disbursement Agreement

FORM OF

SECOND MORTGAGE NOTES COMPANY

COLLATERAL ACCOUNT AGREEMENT

This **SECOND MORTGAGE NOTES COMPANY COLLATERAL ACCOUNT AGREEMENT** (this "**Agreement**") is dated as of **[ ]**, 2002 and entered into by and among **WYNN LAS VEGAS, LLC**, a Nevada limited liability company ("**Wynn Las Vegas**"), **WYNN LAS VEGAS CAPITAL CORP.**, a Nevada corporation ("**Capital Corp.**"), **WYNN DESIGN & DEVELOPMENT, LLC**, a Nevada limited liability company ("**Wynn Design**" and, jointly and severally with Wynn Las Vegas and Capital Corp., "**Pledgor**"), **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a **[ ]**, as Indenture Trustee under the Second Mortgage Notes Indenture (in such capacity herein called "**Secured Party**"), and **DEUTSCHE BANK TRUST COMPANY AMERICAS**, as custodian and securities intermediary for the Pledgor and Secured Party (in such capacity, "**Securities Intermediary**").

PRELIMINARY STATEMENTS

A. *The Project*. Pledgor proposes to develop, construct and operate the Le Rêve Casino Resort with related parking structure and golf course facilities, as part of the redevelopment of the site of the former Desert Inn in Las Vegas, Nevada.

B. *Bank Credit Agreement*. Concurrently herewith, Wynn Las Vegas, the Bank Agent, Deutsche Bank Securities, Inc., as advisor, lead arranger and joint book running manager, Banc of America Securities LLC, as advisor, lead arranger, joint book running manager and syndication agent, Bear, Stearns & Co. Inc., as advisor, arranger and joint book running manager, Bear Stearns Corporate Lending Inc., as joint documentation agent, Dresdner Bank AG, New York Branch, as arranger and joint documentation agent, and the Bank Lenders have entered into the Bank Credit Agreement pursuant to which the Bank Lenders have agreed, subject to the terms thereof, to provide certain revolving loans to Wynn Las Vegas in an aggregate principal amount not to exceed $750,000,000 and certain delay draw term loans to Wynn Las Vegas in an aggregate principal amount not to exceed $250,000,000, as more particularly described therein. Valvino, Wynn Resorts Holdings and certain other guarantors have, pursuant to the Bank Guarantee and Collateral Agreement, guaranteed the obligations of Wynn Las Vegas under the Bank Credit Agreement.

C. *Second Mortgage Notes Indenture*. Concurrently herewith, Wynn Las Vegas, Capital Corp., certain guarantors signatory thereto (including Valvino and Wynn Resorts Holdings) and the Indenture Trustee have entered into the Second Mortgage Notes Indenture pursuant to which Wynn Las Vegas and Capital Corp. will issue the Second Mortgage Notes in an aggregate principal amount of $340,000,000 to finance Project Costs, as more particularly described therein.

D. *FF&E Facility Agreement*. Concurrently herewith, Wynn Las Vegas and Wells Fargo Bank, National Association, as the FF&E Agent, and the FF&E Lenders have entered into the FF&E Facility Agreement pursuant to which the FF&E Lenders have agreed, subject to the terms thereof, to provide certain loans in an aggregate principal amount not to exceed $188,500,000 to finance acquisition and installation costs for the FF&E Component, as more particularly described therein.

E. *Intercreditor Agreements*. Concurrently herewith, (i) the Bank Agent (acting on behalf of itself and the Bank Lenders) and the Indenture Trustee (acting on behalf of itself and the Second Mortgage Note Holders) have entered into the Project Lenders Intercreditor Agreement and (ii) the Bank Agent (acting on behalf of itself and the Bank Lenders), the Indenture Trustee (acting on behalf of itself and

the Second Mortgage Note Holders) and the FF&E Agent (acting on behalf of itself and the FF&E Lenders) have entered into the FF&E Intercreditor Agreement, pursuant to each of which the parties thereto have set forth certain intercreditor provisions, including the priority of the liens, the method of decision making among the Lenders party thereto, the arrangements applicable to actions in respect of approval rights and waivers, the limitations on rights of enforcement upon default and the application of proceeds upon enforcement.

F. *Completion Guaranty*. Concurrently herewith, the Completion Guarantor has executed in favor of the Bank Agent (acting on behalf of the Bank Lenders) and the Indenture Trustee (acting on behalf of the Second Mortgage Note Holders) the Completion Guaranty pursuant to which the Completion Guarantor has agreed, subject to the terms and limitations thereof, to guaranty completion of the Project and payment by the Company of certain Project Costs.

G. *Master Disbursement Agreement.* Concurrently herewith, the Pledgor, the Bank Agent (acting on behalf of itself and the Bank Lenders), the Indenture Trustee (acting on behalf of itself and the Second Mortgage Note Holders), the FF&E Agent (acting on behalf of itself and the FF&E Lenders) and Deutsche Bank Trust Company Americas as "**Disbursement Agent**" have entered into that certain Master Disbursement Agreement ("**Disbursement Agreement**") for the purpose of setting forth, among other things, (a) the mechanics for and allocation of the Company's requests for Advances under the various Facilities and from the Company's Funds Account, (b) the conditions precedent to the Closing Date, to the initial Advance and to subsequent Advances, (c) certain common representations, warranties and covenants of the Company in favor of the Funding Agents and the Lenders and (d) the common events of default and remedies.

H. *Condition.* It is a condition precedent to the purchase of the Second Mortgage Notes by the Second Mortgage Noteholders and to the Secured Party entering into the Second Mortgage Notes Indenture that Pledgor shall have established the Collateral Accounts, granted control to the Indenture Trustee (as Secured Party) of such accounts, and undertaken the obligations contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Second Mortgage Noteholders to purchase the Second Mortgage Notes under the Second Mortgage Notes Indenture and induce the Secured Party to enter into the Second Mortgage Notes Indenture and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Pledgor hereby agrees with Secured Party as follows:

SECTION 1. *Certain Definitions.*

(a) *Specific Definitions.* The following terms used in this Agreement shall have the following meanings:

"**Broker-Dealer**" means a person registered as a broker or dealer under the Securities Exchange Act of 1934, as amended.

"**Business Day**" means any day other than a Saturday, Sunday or any other day which is a legal holiday or a day on which banking institutions are permitted to be closed in New York or Nevada.

"**Code**" shall mean the Uniform Commercial Code as in effect in New York.

"**Collateral**" means (i) the Collateral Accounts, (ii) all amounts held from time to time in the Collateral Accounts, (iii) all Investments, including all Financial Assets, security entitlements, securities (whether certificated or uncertificated), instruments, accounts, general intangibles and deposits representing or evidencing any Investments, (iv) all interest, dividends, cash, instruments, securities and other property from time to time received, receivable or otherwise distributed in

respect of or in exchange for any or all of the Collateral, and (v) to the extent not covered by clauses (i) through (iv) above, all proceeds of any or all of the foregoing Collateral.

"**Collateral Accounts**" means the Securities Accounts and any other accounts or subaccounts in which Investments may be held or registered.

"**Investments**" means any Financial Assets credited to the Securities Accounts, and any other property acquired by Securities Intermediary as securities intermediary hereunder in exchange for, with proceeds from or distributions on, or otherwise in respect of any Investments.

"**Overnight Investments**" means an interest bearing overnight deposit account with a [ ] branch of Deutsche Bank Trust Company Americas.

"**Permitted Investments**" means, prior to the Completion Date, the following:

(a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within 18 months from the date of acquisition; or

(b) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clause (a) of this definition.

From and after the Completion Date, "Permitted Investments" means the following:

(1) United States dollars;

(2) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (as long as the full faith and credit of the United States is pledged in support of those securities) having maturities of not more than six months from the date of acquisition;

(3) interest-bearing demand or time deposits (which may be represented by certificates of deposit) issued by banks having general obligations rated (on the date of acquisition thereof) at least "A" or the equivalent by S&P or Moody's or, if not so rated, secured at all times, in the manner and to the extent provided by law, by collateral security in clause (1) or (2) of this definition, of a market value of no less than the amount of monies so invested;

(4) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (2) and (3) above entered into with any financial institution meeting the qualifications specified in clause (3) above;

(5) commercial paper having the highest rating obtainable from Moody's or S&P and in each case maturing within six months after the date of acquisition; and

(6) money market funds or mutual funds at least 95% of the assets of which constitute Permitted Investments of the kinds described in clauses (1) through (5) of this definition.

"**Secured Obligations**" shall mean all of the Obligations owed by Pledgor and the other Loan Parties to Secured Party and the Second Mortgage Noteholders from time to time.

"**Securities Accounts**" means the securities accounts established and maintained with Securities Intermediary pursuant to Section 2, including the Company's Funds Account, the Collection Account, the Disbursement Account, the Interest Payment Account, the Second Mortgage Notes Proceeds Account and the Project Liquidity Reserve Account.

"**Securities Intermediary**" means Deutsche Bank Trust Company Americas.

"**Suspension Period**" means the period (i) beginning promptly after receipt by Securities Intermediary of written notice from Secured Party, substantially in the form of the Prohibition

Notice attached to this Agreement as Attachment 1, suspending Pledgor's right to direct the investment of funds held for the credit of the Collateral Accounts, and (ii) ending promptly after receipt by Securities Intermediary of written notice from Secured Party, substantially in the form of the Rescission of Prohibition Notice attached to this Agreement as Attachment 2, rescinding the preceding Prohibition Notice.

(b) *General Provisions.* Capitalized terms used but not defined herein shall have the meaning given to such terms in *Exhibit A*. Unless otherwise defined herein or in Exhibit A, terms used in Articles 8 and 9 of the Code are used herein as therein defined. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate. When a reference is made in this Agreement to an Appendix, Exhibit, Introduction, Recital, Section or Schedule, such reference shall be to an Appendix, an Exhibit, the Introduction, a Recital or a Section of, or a Schedule to, this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

SECTION 2. *Establishment and Operation of the Collateral Accounts.*

(a) *Establishment of Second Mortgage Notes Proceeds Account.* Pledgor and Secured Party hereby authorize and direct Securities Intermediary to establish and maintain at its office at 31 West 52nd Street, New York, New York 10019, a securities account in the name of Secured Party and under the control of Secured Party, designated as "Wells Fargo Bank, National Associaton, as Indenture Trustee under agreement dated **[ ]**, 2002, Second Mortgage Notes Proceeds Account fbo the Second Mortgage Noteholders". Securities Intermediary hereby undertakes to treat Secured Party as the person entitled to exercise the rights that comprise any Financial Asset credited to the Second Mortgage Notes Proceeds Account. Secured Party and the Pledgor agree that this account shall be the "**Second Mortgage Notes Proceeds Account**."

(b) *Establishment of Collection Account.* Pledgor and Secured Party hereby authorize and direct Securities Intermediary to establish and maintain at its office at 31 West 52nd Street, New York, New York 10019, as a securities account in the name of Disbursement Agent and under the control of Secured Party, designated as "Deutsche Bank Trust Company Americas, as Disbursement Agent under the agreement dated **[ ]**, 2002, Collection Account". Securities Intermediary hereby undertakes to treat Disbursement Agent as the person entitled to exercise the rights that comprise any Financial Asset credited to the Collection Account. The Secured Party and the Pledgor agree that this account shall be the "**Collection Account**."

(c) *Establishment of Company's Funds Account.* Pledgor and Secured Party hereby authorize and direct Securities Intermediary to establish and maintain at its office at 31 West 52nd Street, New York, New York 10019, a securities account in the name of Pledgor and under the control of Secured Party, designated as "Wynn Las Vegas, Company's Funds Account". Securities Intermediary hereby undertakes to treat Pledgor as the person entitled to exercise the rights that comprise any Financial Asset credited to the Company's Funds Account. The Secured Party and the Pledgor agree that this account shall be the "**Company's Funds Account**."

(d) *Establishment of Disbursement Account.* Pledgor and Secured Party hereby authorize and direct Securities Intermediary to establish and maintain at its office at 31 West 52nd Street, New York, New York 10019, a securities account in the name of Pledgor and under the control of Secured Party, designated as "Wynn Las Vegas, Disbursement Account". Securities Intermediary hereby undertakes to treat Pledgor as the person entitled to exercise the rights that comprise any Financial Asset credited to the Disbursement Account. The Secured Party and the Pledgor agree that this account shall be the "**Disbursement Account**."

(e) *Establishment of Interest Payment Account.* Pledgor and Secured Party hereby authorize and direct Securities Intermediary to establish and maintain at its office at 31 West 52nd Street, New York, New York 10019, a securities account in the name of Pledgor and under the control of Secured Party, designated as "Wynn Las Vegas, Interest Payment Account". Securities Intermediary hereby undertakes to treat Pledgor as the person entitled to exercise the rights that comprise any Financial Asset credited to the Interest Payment Account. The Secured Party and the Pledgor agree that this account shall be the "**Interest Payment Account**."

(f) *Establishment of Project Liquidity Reserve Account.* Pledgor and Secured Party hereby authorize and direct Securities Intermediary to establish and maintain at its office at 31 West 52nd Street, New York, New York 10019, a securities account in the name of Pledgor and under the control of Secured Party, designated as "Wynn Las Vegas, Project Liquidity Reserve Account". Securities Intermediary hereby undertakes to treat Pledgor as the person entitled to exercise the rights that comprise any Financial Asset credited to the Project Liquidity Reserve Account. The Secured Party and the Pledgor agree that this account shall be the "**Project Liquidity Reserve Account**."

(g) *Operations of the Collateral Accounts.* The Collateral Accounts shall be operated, and all Investments shall be acquired and registered or held (as applicable), in accordance with the terms of this Agreement and the directions of Secured Party.

(h) *Account Statements.* Securities Intermediary shall send Secured Party and Pledgor written account statements with respect to the Collateral Accounts not less frequently than monthly. Absent mathematical or similar errors, reports or confirmations of the execution of orders and statements of account shall be conclusive if not objected to in writing within 30 days after delivery pursuant to Section 21.

SECTION 3. *Mechanics of Deposits of Funds in and between Collateral Accounts.*

(a) *Transfers to Second Mortgage Notes Proceeds Account.* All transfers of funds to the Second Mortgage Notes Proceeds Account shall be made by wire transfer (or, if applicable, intra-bank transfer from another account with Securities Intermediary) of immediately available funds, in each case addressed as follows:

Account No.:	# [ ]
ABA No.:	# [ ]
Reference:	Le Rêve Project—Second Mortgage Notes Proceeds Account

(b) *Acknowledgement of Deposit.* Securities Intermediary and Secured Party acknowledge the deposit of $340,000,000 in the Second Mortgage Notes Proceeds Account on the date hereof.

(c) *Transfers to Collection Account.* All transfers of funds to the Collection Account shall be made by wire transfer (or, if applicable, intra-bank transfer from another account with Securities Intermediary) of immediately available funds, in each case addressed as follows:

Account No.:	# [ ]
ABA No.:	# [ ]
Reference:	Le Rêve Project—Collection Account

(d) *Transfers to Company's Funds Account.* All transfers of funds to the Company's Funds Account shall be made by wire transfer (or, if applicable, intra-bank transfer from another account with Securities Intermediary) of immediately available funds, in each case addressed as follows:

Account No.:	# [ ]
ABA No.:	# [ ]
Reference:	Le Rêve Project—Company's Funds Account

(e) *Acknowledgement of Deposit.* Securities Intermediary and Secured Party acknowledge the deposit of $**[ ] [CONFIRM AMOUNT]** in the Company's Funds Account on the date hereof.

(f) *Transfers to Disbursement Account.* Transfers of funds to the Disbursement Account shall be made by wire transfer (or, if applicable, intra-bank transfer from another account with Securities Intermediary) of immediately available funds, in each case addressed as follows:

Account No.:	# [ ]
ABA No.:	# [ ]
Reference:	Le Rêve Project—Disbursement Account

(g) *Transfers to Interest Payment Account.* Transfers of funds to the Interest Payment Account shall be made by wire transfer (or, if applicable, intra-bank transfer from another account with Securities Intermediary) of immediately available funds, in each case addressed as follows:

Account No.:	# [ ]
ABA No.:	# [ ]
Reference:	Le Rêve Project—Interest Payment Account

(h) *Transfers to Project Liquidity Reserve Account.* All transfers of funds to the Project Liquidity Reserve Account shall be made by wire transfer (or, if applicable, intra-bank transfer from another account with Securities Intermediary) of immediately available funds, in each case addressed as follows:

Account No.:	# [ ]
ABA No.:	# [ ]
Reference:	Le Rêve Project—Project Liquidity Reserve Account

(i) *Acknowledgement of Deposit.* Securities Intermediary and Secured Party acknowledge the deposit of $30,000,000 in the Project Liquidity Reserve Account on the date hereof.

(j) *Notice of Transfers.* In the event of any transfer of funds to or from the Collateral Accounts pursuant to any provision of Section 3, Pledgor, Secured Party or Securities Intermediary, as the case may be, shall promptly after initiating or sending out written instructions with respect to such transfer, give notice to each other such party by facsimile of the date and amount of such transfer.

SECTION 4. *Permitted Investments and Transfers of Amounts in the Collateral Accounts.*

(a) *Strict Compliance.* Cash and Investments held by Securities Intermediary in the Collateral Accounts shall not be (i) invested or reinvested, (ii) sold or redeemed, or (iii) transferred from or among the Collateral Accounts, except as provided in this Section 4.

(b) *Pledgor's Right to Direct Investment.* Except during any Suspension Period, Securities Intermediary shall, in accordance with Pledgor's written Entitlement Orders given to Securities Intermediary from time to time, sell or redeem Investments, and apply amounts transferred to or held for the credit of the respective Securities Accounts to make investments for credit to the Securities Accounts, in Securities Intermediary's name and as custodian under this Agreement, in Permitted Investments denominated and payable in United States Dollars. During any Suspension Period, (i) Pledgor's right to direct such investments under this Section 4(b) shall be suspended, and Securities Intermediary shall not accept Entitlement Orders with respect to the Securities Account from any person other than Secured Party; and (ii) any credit balances shall be invested and reinvested only as provided in Section 4(c).

(c) *Overnight Investments.* To the extent that (i) with respect to the Securities Accounts (A) a Suspension Period is then in effect or (B) a credit balance is expected in any Securities Account as of

12:00 noon, New York time on any Business Day after settlement of all pending transactions, unless otherwise instructed by Secured Party, Securities Intermediary shall apply the expected credit balances to acquire Overnight Investments. Any Overnight Investments shall be held for the credit of the Collateral Account from which the proceeds for acquisition was derived. Pledgor shall have no right to invest funds in a Securities Account to the extent that free balances have been invested in Overnight Investments pursuant to this Section.

(d) *Actions of Securities Intermediary on Purchase of Investments.* Promptly upon the purchase, acquisition or transfer for credit of any Collateral Account of any Investment, Securities Intermediary shall take all steps that it customarily takes in the ordinary course of its business to ensure that such Investment is credited on its books to the Collateral Account for which the Investment was acquired. Without limiting the generality of the foregoing, Securities Intermediary shall promptly (i) send to Pledgor and Secured Party a written confirmation of the acquisition of such Investment, and (ii) indicate by book entry in its records that such Investment has been credited to, and is held for the credit of, the specified Collateral Account. Securities Intermediary agrees with Pledgor and Secured Party that any credit balances or property credited to, or held for the credit of, the Collateral Accounts shall be treated as "Financial Assets" as that term is defined in Section 8-102(a)(9) of the Code.

(e) *Interest on Collateral Accounts.* Amounts held on deposit or as credit balances shall not bear interest, although to the extent invested in Investments (including Overnight Investments), deposit or credit balances may realize interest income.

(f) *Control Agreement.* Subject to Section 6(c), but notwithstanding any other provision herein to the contrary, including the actual or alleged absence of a Potential Event of Default or Event of Default, Securities Intermediary shall, if and as directed in writing by Secured Party, without the consent of Pledgor, (i) comply with Entitlement Orders originated by Secured Party with respect to the Collateral Accounts and any Security Entitlements therein, (ii) comply with instructions originated by Secured Party directing the disposition of funds in the Collateral Accounts, (iii) transfer, sell or redeem any of the Collateral, (iv) transfer any or all of the Collateral to any account or accounts designated by Secured Party, including any Collateral Account or an account established in Secured Party's name (whether at Secured Party or Securities Intermediary or otherwise), (v) register title to any Collateral in any name specified by Secured Party, including the name of Secured Party or any of its nominees or agents, without reference to any interest of Pledgor, or (vi) otherwise deal with the Collateral as directed by Secured Party. Subject to Section 6(c), Securities Intermediary shall act on any instruction of Secured Party notwithstanding assertions or proof that (1) Secured Party has no right under Sections 14 or 15 to originate the instruction or take the underlying action; (2) such instruction or action constitutes a breach of this Agreement or any other agreement; or (3) this Agreement has terminated, unless notified in writing by Secured Party that this Agreement has terminated and such notice has not been withdrawn. Nothing contained in this paragraph shall constitute a waiver by Pledgor of any rights or remedies it may have against Secured Party under this Agreement or any other agreement.

(g) *Deposit of Proceeds.* Any interest, cash dividends or other cash distributions received in respect of any Investments and the net proceeds of any sale or payment of any Investments shall be promptly credited to, and held for the credit of, the Collateral Account to which such Investment was credited. Any distribution of property in respect of any Investment shall be credited to and held for the credit of the Collateral Account to which the related Investment was credited; *provided that*, unless otherwise instructed in writing by Secured Party, Securities Intermediary shall, for credit to the Collateral Accounts, promptly sell, redeem or otherwise liquidate any such property that, as of the date of receipt, is not a Permitted Investment. Notwithstanding the foregoing, interest on and other earnings on the Project Liquidity Reserve Account shall, within two (2) Banking Days following the end of each calendar month, be transferred to the Company's Funds Account.

(h) *Segregation of Accounts.* Except to the extent otherwise instructed by Secured Party or as provided in Section 2(a), 2(b), 2(c), 2(d), 2(e), 2(f) and 4(h), Securities Intermediary shall separately maintain each of the Collateral Accounts and shall not transfer property or proceeds among the Collateral Accounts.

SECTION 5. *Pledge of Security for Secured Obligations.* Pledgor hereby pledges and assigns to Secured Party, and hereby grants to Secured Party, in each case for the benefit of the Second Mortgage Noteholders, a security interest in, all of Pledgor's right, title and interest in and to the Collateral as collateral security for the prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the United States Bankruptcy Code, 11 U.S.C. 362(a)), of all Secured Obligations.

SECTION 6. *Acknowledgement of Security Interest in Favor of Secured Party; Covenant Against Creation of other Interests.*

(a) *Acknowledgement of Security Interest.* Securities Intermediary acknowledges the security interest granted by Pledgor in favor of Secured Party in the Collateral.

(b) *Acknowledgement of Securities Intermediary's Role.* Securities Intermediary hereby further acknowledges that it holds the Collateral Accounts, and all Security Entitlements therein, as custodian for, for the benefit of, and subject to the control of, Secured Party. Securities Intermediary shall, by book entry or otherwise, indicate that the Collateral Accounts, and all Security Entitlements registered to or held therein, are subject to the control of Secured Party as provided in Section 4(f).

(c) *Securities Intermediary Has No Notice of Adverse Claims.* Securities Intermediary represents and warrants that (i) it has no notice of any Adverse Claim against any of the Collateral other than the claim of Secured Party under this Agreement; and (ii) it is not, in its capacity as securities intermediary, party to any agreement other than this Agreement that governs its rights or duties, or limits or conflicts with the rights of Secured Party, including the exclusive right of Secured Party to control as provided in Section 4(f), with respect to the Collateral Accounts; *provided, however*, that the parties hereto recognize and acknowledge that immediately prior to the execution and delivery of this Agreement, the Pledgor, Securities Intermediary and the Bank Agent entered into a Bank Company Collateral Account Agreement (the "Bank Company Collateral Account Agreement") pursuant to which Pledgor granted a security interest in, and control over, certain of the Collateral Accounts to the Bank Agent. Pursuant to the Project Lenders Intercreditor Agreement, the security interest so granted to the Bank Agent shall be senior and prior to the security interest over the same collateral granted to Secured Party hereunder. Notwithstanding any other provision of this Agreement to the contrary, except with respect to the Second Mortgage Notes Proceeds Account (as to which the parties hereto acknowledge that the Bank Agent has no lien), the Securities Intermediary and the Secured Party agree that until such time as they have been notified in writing by the Bank Agent that the Bank Company Collateral Account Agreement has terminated, the Secured Party shall not issue, and Securities Intermediary shall not comply with, any Entitlement Orders originated by the Secured Party in respect of the Collateral Accounts covered in the Bank Company Collateral Account Agreement or take any of the actions specified in clauses (i) through (vi) of Section 4(f) above in respect of such Collateral Accounts at the direction of the Secured Party, except with the consent of the Bank Agent. The foregoing shall not affect the Secured Party's rights in connection with the Second Mortgage Notes Proceeds Account in any manner whatsoever.

(d) *Securities Intermediary Shall Not Acknowledge Other Claims.* Securities Intermediary agrees that, except as expressly provided in Section 6(c) above or elsewhere in this Agreement or with the written consent of Secured Party, it shall not agree to or acknowledge (i) any right by any Person other than Secured Party to originate Entitlement Orders or control with respect to the Collateral Accounts;

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or (ii) any limitation on the right of Secured Party to originate Entitlement Orders with respect to or direct the transfer of any Investments or cash credited to the Collateral Accounts.

SECTION 7. *Securities Intermediary Maintenance* **of the Collateral Accounts.**

(a) *Transactions Shall Comply With Rules.* The parties acknowledge that all transactions in Financial Assets under this Agreement shall be in accordance with the rules and customs of the exchange, market or clearing organization, if any, in which the transactions are executed or settled and in conformity with applicable law and regulations of governmental authorities and future amendments or supplements thereto.

(b) *Fees and Charges of Securities Intermediary.* Pledgor shall pay to Securities Intermediary, in accordance with Securities Intermediary's usual schedule of charges or any written agreement between Securities Intermediary and Pledgor, any fees or charges reasonably imposed by Securities Intermediary with respect to the establishment, maintenance and transactions in or affecting the Collateral Accounts.

(c) *Securities Intermediary Shall Not Permit Leverage of Investments.* Securities Intermediary shall not execute any transaction to acquire a Financial Asset under Section 4(b) unless (A) there are sufficient funds in a specific Collateral Account to settle such transactions or (B) it is reasonably anticipated that such funds will be generated through the liquidation of Financial Assets in such Collateral Account. Notwithstanding the foregoing sentence, in the event that Securities Intermediary executes a transaction without adequate funds to settle the transaction, Pledgor shall be liable to Securities Intermediary for any deficiency and shall promptly reimburse Securities Intermediary for any loss or expense incurred thereby, including losses sustained by reason of Securities Intermediary's inability to borrow any securities or other property sold for the Collateral Account. Pledgor agrees to pay interest charges which may be imposed by Securities Intermediary in accordance with its usual custom, with respect to late payments for Financial Assets purchased for any Collateral Account and prepayments to any Collateral Account (*i.e.*, the crediting of the proceeds of sale before the settlement date or receipt by Securities Intermediary of the items sold in good deliverable form). Pledgor agrees to pay promptly any amount which may become due in order to satisfy demands for additional margin or marks to market with respect to any security purchased or sold on instruction from Pledgor.

(d) *Risk of Investments and Transactions.* It is not the intention of the parties that Securities Intermediary should bear any investment risk associated with Permitted Investments or Overnight Investments acquired for the credit of the Collateral Accounts in accordance with Section 4. Any losses or gains realized on such Investments shall be charged or credited to the Collateral Accounts, as appropriate. On committing to a transaction for the credit of the Collateral Accounts pursuant to an instruction permitted in accordance with Section 4, Securities Intermediary may, (i) pending settlement, block (A) the Investments to be sold or (B) credit balances sufficient to settle any acquisition and, (ii) at the time of settlement, deliver such Investments or funds in accordance with the rules, custom or practice of the particular market.

(e) *Use of Intermediaries and Nominees.* Securities Intermediary is authorized, subject to Secured Party's written instructions, to register any Financial Assets acquired by Securities Intermediary pursuant to this Agreement in the name of Securities Intermediary or in the name of its nominee, or to cause such securities to be registered in the name of a Federal reserve bank, a recognized securities intermediary or clearing corporation, or a nominee of any of them. Securities Intermediary may at any time and from time to time appoint, and may at any time remove, any bank, trust company, clearing corporation, or Broker-Dealer as its agent to carry out such of the provisions of this Agreement. The appointment or use of any intermediary, or the appointment of any such agent, shall not relieve Securities Intermediary of any responsibility or liability under this Agreement.

(f) *Corporate Actions.* Except as otherwise set forth herein, the parties agree that neither Secured Party nor Securities Intermediary shall have any responsibility for ascertaining or acting upon

any calls, conversions, exchange offers, tenders, interest rate changes or similar matters relating to any Financial Assets credited to or held for the credit of the Securities Accounts (except based on written instructions originated by Pledgor or Secured Party), or for informing Pledgor or Secured Party with respect thereto, whether or not Securities Intermediary or Secured Party has, or is deemed to have, knowledge of any of the aforesaid. Securities Intermediary is authorized to withdraw securities sold or otherwise disposed of, and to credit the appropriate Collateral Account with the proceeds thereof or make such other disposition thereof as may be directed in accordance with this Agreement. Securities Intermediary is further authorized to collect all income and other payments which may become due on Financial Assets credited to the Collateral Accounts, to surrender for payment maturing obligations and those called for redemption and to exchange certificates in temporary form for like certificates in definitive form, or, if the par value of any shares is changed, to effect the exchange for new certificates. It is understood and agreed by Pledgor and Secured Party that, although Securities Intermediary will use reasonable efforts to effect the transactions set forth in the preceding sentence, Securities Intermediary shall incur no liability for its failure to effect the same unless its failure is the result of wilful misconduct.

(g) *Disclosure of Account Relationships.* Pledgor and Secured Party acknowledge that Securities Intermediary may be required to disclose to securities issuers the name, address and securities positions with respect to Financial Assets credited to the Collateral Accounts, and hereby consent to such disclosures.

(h) *Forwarding of Documents.* Securities Intermediary shall forward to Pledgor and Secured Party, or notify Pledgor and Secured Party by telephone of, all communications received by Securities Intermediary as owner of any Financial Assets credited to the Collateral Accounts and which are intended to be transmitted to the beneficial owner thereof.

(i) *Direction of Secured Party Controls in Disputes.* Pledgor, Securities Intermediary and Secured Party hereby agree that in the event any dispute arises with respect to the payment, ownership or right to possession of the Collateral Accounts or any other Collateral credited to or held therein, Securities Intermediary shall take such actions and shall refrain from taking such actions with respect thereto as may be directed by Secured Party.

(j) *No Setoff, etc.* Securities Intermediary shall not exercise on its own behalf any claim, right of set-off, banker's lien, clearing lien, counterclaim or similar right against any of the Collateral; *provided that* Securities Intermediary may deduct, from any credit balances, any usual and ordinary transaction and administration fees payable in connection with the administration and operation of the Collateral Accounts. Except for claims for deductions permitted in the preceding sentence, Securities Intermediary agrees that any security interest it may have in the Collateral Accounts or any security entitlement carried therein shall be subordinate and junior to the interest of Secured Party.

(k) *Only Agreement.* This Agreement shall govern the actions, rights and obligations of Securities Intermediary, and shall determine the governing law, with respect to the Collateral Accounts and the Collateral notwithstanding any term or condition in any agreement other than this Agreement as it may be amended, supplemented or otherwise modified in writing.

(l) *Care of Financial Assets.* Securities Intermediary shall maintain possession or control of all Financial Assets credited to the Collateral Accounts by segregating such Financial Assets from its proprietary assets and keeping them free of any lien, charge or claim of any third party granted or created by Securities Intermediary. Securities Intermediary shall take such other steps to ensure that Financial Assets credited to the Collateral Accounts are identified as being held for customers of Securities Intermediary as may required under applicable law, including 17 CFR Part 450, or in accordance with custom and practice in the industry.

SECTION 8. *Transactions in Collateral Accounts.*

(a) *Power of Secured Party to Sell or Transfer.* Pledgor agrees that Secured Party may sell or cause the sale or redemption of any Investment and instruct Securities Intermediary to transfer the proceeds of such sale or any other credit or balance in any of Collateral Accounts to any of the Collateral Accounts or any third party or account, in either case (i) if such sale or redemption is necessary to permit Secured Party or the Disbursement Agent to perform its duties under this Agreement, the Disbursement Agreement or the Intercreditor Agreement, or (ii) as provided in Section 14.

(b) *Drawings Permitted from Certain Accounts.* By Pledgor. Pledgor shall have no right to withdraw any funds from any other Collateral Account.

SECTION 9. *Representations and Warranties By Securities Intermediary.* Securities Intermediary hereby represents and warrants to Pledgor and Secured Party as follows:

(a) *Corporate Power.* Securities Intermediary has all necessary corporate power and authority to enter into and perform this Agreement.

(b) *Execution Authorized.* The execution, delivery and performance of this Agreement by Securities Intermediary have been duly authorized by all necessary corporate action on the part of Securities Intermediary.

(c) *Securities Intermediary.* Securities Intermediary is a "securities intermediary" (as that term is defined in Section 8-102(a)(14) of the Code) and is acting in such capacity with respect to the Collateral Accounts. Securities Intermediary is not a "clearing corporation" (as that term is defined in Section 8-102(a)(5) of the Code).

SECTION 10. *Representations and Warranties.* Pledgor represents and warrants as follows:

(a) *Ownership of Collateral; Security Interest; Perfection and Priority.* Pledgor is (or at the time of transfer thereof to Securities Intermediary will be) the legal and beneficial owner of the Collateral from time to time transferred by Pledgor to Securities Intermediary, as agent for Secured Party, free and clear of any Lien except for the security interest created by this Agreement and the security interest created by the Bank Company Collateral Account Agreement. The pledge and assignment of the Collateral pursuant to this Agreement creates a valid security interest in the Collateral securing the Payment of the Secured Obligations. Assuming compliance by Securities Intermediary with this Agreement, Secured Party will have a perfected security interest in the Collateral Accounts senior in priority to any other security interest created by Pledgor, other than the security interest in favor of the Bank Agent created by the Bank Company Collateral Account Agreement.

(b) *Governmental Authorizations.* No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for either (i) the grant by Pledgor of the security interest granted hereby, (ii) the execution, delivery or performance of this Agreement by Pledgor, or (iii) the perfection of or, subject to any Nevada Gaming Commission approvals, the exercise by Secured Party or Securities Intermediary of its rights and remedies hereunder (except as may have been taken by or at the direction of Pledgor).

(c) *Other Information.* All information heretofore, herein or hereafter supplied to Secured Party or Securities Intermediary by or on behalf of Pledgor with respect to the Collateral, the establishment of the Collateral Accounts or otherwise is accurate and complete in all material respects.

SECTION 11. Further Assurances.

(a) *Pledgor.* Pledgor agrees that from time to time, at the expense of Pledgor, Pledgor shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or reasonably desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Secured Party or Securities Intermediary to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Pledgor shall: (a) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as Secured Party may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby, and (b) at Secured Party's request, appear in and defend any action or proceeding that may affect Pledgor's title to or Secured Party's security interest in all or any part of the Collateral.

(b) *Securities Intermediary.* Securities Intermediary shall take such further actions as Secured Party shall reasonably request as being necessary or desirable to maintain or achieve perfection or priority of Secured Party's security interest with respect to the Collateral and to permit Secured Party to exercise its rights with respect to the Collateral.

SECTION 12. Transfers and other Liens. Pledgor agrees that, except as permitted in Section 4(b) and for the security interest created by this Agreement and the Bank Company Collateral Account Agreement, it shall not (a) sell, assign (by operation of law or otherwise), redeem or otherwise dispose of any of the Collateral or (b) create or suffer to exist any Lien upon or with respect to any of the Collateral.

SECTION 13. Secured Party Appointed Attorney-in-Fact; Secured Party Performance.

(a) *Secured Party Appointed Attorney-in-Fact.* Pledgor hereby irrevocably appoints Secured Party as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor, Secured Party or otherwise, from time to time in Secured Party's discretion to take any action and to execute any instrument that Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (a) to file one or more financing or continuation statements, or amendments thereto, relative to all or any part of the Collateral without the signature of Pledgor and

(b) to receive, endorse and collect any instruments or other Investments made payable to Pledgor representing any dividend, principal or interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

(b) *Performance by Secured Party.* If Pledgor fails to perform any agreement contained herein, Secured Party may itself perform, or cause performance of, such agreement, and the expenses of Secured Party incurred in connection therewith shall be payable by Pledgor under Section 16.

SECTION 14. Remedies.

(a) *Transfer or Sequestration of Collateral after Potential Event of Default or Event of Default.* If any Potential Event of Default or Event of Default shall have occurred and be continuing, Secured Party may instruct Securities Intermediary to (i) sell or redeem any Investments, (ii) transfer any or all of the Collateral to any account designated by Secured Party, including account or accounts established in Secured Party's name (whether at Secured Party or Securities Intermediary or otherwise), (iii) register title to any Collateral in any name specified by Secured Party, including the name of Secured Party or any of its nominees or agents, without reference to any interest of Pledgor, or (iv) otherwise deal with the Collateral as directed by Secured Party.

(b) *Rights of Secured Party after Event of Default.* If any Event of Default shall have occurred and be continuing, Secured Party may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code as in effect in any relevant jurisdiction (the "**UCC**") (whether or not the UCC applies to the affected Collateral), and Secured Party may also in its sole discretion sell the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange or broker's board or at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Secured Party may deem commercially reasonable, irrespective, of the impact of any such sales on the market price of the Collateral. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Pledgor, and Pledgor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(c) *Agreement as to Manner of Sale.* Pledgor hereby agrees that the Collateral is of a type customarily sold on recognized markets and, accordingly, that no notice to any Person is required before any sale of any of the Collateral pursuant to the terms of this Agreement; provided that, without prejudice to the foregoing, Pledgor agrees that, to the extent notice of any such sale shall be required by law, at least ten days' notice to Pledgor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification.

(d) *Deficiency.* If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Pledgor shall be liable for the deficiency and the fees of any attorneys employed by Secured Party to collect such deficiency.

(e) *Set-off.* Anything contained herein to the contrary notwithstanding, all sums in the Collateral Accounts shall be subject to Secured Party's or any Second Mortgage Noteholder's rights of set-off.

SECTION 15. Application of Proceeds. If any Event of Default shall have occurred and be continuing, all cash included as Collateral and all proceeds received by Secured Party in respect of any sale or redemption of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of Secured Party, be held by or for Secured Party as Collateral for, or then, or at any

other time thereafter, applied in full or in part by Secured Party against, the Secured Obligations in any order or priority as may be determined by the Secured Party.

SECTION 16. Limitations on Duties; Exculpation; Indemnity, Expenses.

(a) *Securities Intermediary.*

(i) *Limitation on Duties.* Securities Intermediary's duties hereunder are only those specifically provided herein, and Securities Intermediary shall incur no liability whatsoever for any actions or omissions hereunder except for any such liability arising out of or in connection with Securities Intermediary's gross negligence or wilful misconduct. Securities Intermediary has no obligation to inquire into, or to ensure, the sufficiency of this Agreement or the arrangements described hereunder to satisfy any objectives of Secured Party or Pledgor. Securities Intermediary shall have no duty to supervise or to provide investment counseling or advice to Pledgor or Secured Party with respect to the purchase, sale, retention or other disposition of any Financial Assets held hereunder. Except as specifically otherwise provided in this Agreement, Securities Intermediary shall not be responsible for enforcing compliance by the other parties to this Agreement with their respective duties and obligations to each other under this or any other Agreement.

(ii) *Consultation with Counsel.* Securities Intermediary may consult with, and obtain advice from, legal counsel as to the construction of any of the provisions of this Agreement, and shall incur no liability in acting in good faith in accordance with the reasonable advice and opinion of such counsel.

(iii) *Indemnification.* Pledgor agrees to indemnify Securities Intermediary from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys' fees and expenses) in any way relating to, growing out of or resulting from this Agreement or the performance of its obligations hereunder, except to the extent arising out of or in connection with Securities Intermediary's gross negligence or wilful misconduct as finally determined by a court of competent jurisdiction.

(iv) *Reasonable Reliance.* Securities Intermediary shall be fully protected and shall suffer no liability in acting in accordance with any written instructions reasonably believed by it to have been given (i) by Secured Party with respect to any aspect of the operation of the Collateral Accounts (including any such instructions relating to any investment or transfer of any amounts held therein) or (ii) by Pledgor, to the extent provided in Section 4(b), with respect to the Collateral Accounts.

(b) *Secured Party.*

(i) *Exculpation.* The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Secured Party shall have no duty as to any Collateral, it being understood that Secured Party shall have no responsibility for (a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not Secured Party has or is deemed to have knowledge of such matters, (b) taking any necessary steps (other than steps taken in accordance with the standard of care set forth above to maintain possession of the Collateral) to preserve rights against any parties with respect to any Collateral, (c) taking any necessary steps to collect or realize upon the Secured Obligations or any guarantee therefor, or any part thereof, or any of the Collateral, (d) initiating any action to protect the Collateral against the possibility of a decline in market value, (e) any loss resulting from Investments made, held or sold pursuant to Section 4, except for a loss resulting from Secured Party's gross negligence or wilful misconduct in complying with Section 4, or (f) determining (i) the correctness of any statement or calculation made by

Pledgor in any written or telex (tested or otherwise) instructions or (ii) whether any transfer to the Collateral Accounts is proper. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Secured Party accords its own property of like kind. In addition to the foregoing and without limiting the generality thereof, Secured Party shall not be responsible for any actions or omissions of Securities Intermediary.

(ii) *Indemnification.* Pledgor agrees to indemnify Secured Party and each Second Mortgage Noteholder from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including enforcement of this Agreement), except to the extent such claims, losses or liabilities result solely from Secured Party's gross negligence or wilful misconduct as finally determined by a court of competent jurisdiction.

(iii) *Reasonable Reliance.* Secured Party shall be fully protected and shall suffer no liability in acting in accordance with any written instructions reasonably believed by it to have been given by Pledgor, to the extent provided in Section 4(b), with respect to any investments of any amounts held for

the credit of the Collateral Accounts.

(iv) *Expenses.* Pledgor shall pay to Secured Party upon demand the amount of any and all costs and expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that Secured Party may reasonably incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Secured Party hereunder, or (iv) the failure by Pledgor to perform or observe any of the provisions hereof.

SECTION 17. Resignation and Removal of Securities Intermediary.

(a) *Removal.* Securities Intermediary may be removed at any time by written notice given by Secured Party to Securities Intermediary and Pledgor, but such removal shall not become effective until a successor Securities Intermediary shall have been appointed by Secured Party (or, if prior to the termination of the Bank Company Collateral Account Agreement, by the Bank Agent) and shall have accepted such appointment in writing. Notwithstanding the foregoing, until the Securities Intermediary and the Secured Party have been notified in writing by the Bank Agent that the Bank Company Collateral Account Agreement has terminated, the Bank Agent shall have the sole and exclusive right to remove the Securities Intermediary.

(b) *Resignation.* Securities Intermediary may resign at any time by giving not less than thirty days' written notice to Secured Party and Pledgor, but such removal shall not become effective until a successor Securities Intermediary shall have been appointed by Secured Party (or, if prior to the termination of the Bank Company Collateral Account Agreement, by the Bank Agent) and shall have accepted such appointment in writing. If an instrument of acceptance by a successor Securities Intermediary shall not have been delivered to the resigning Securities Intermediary within thirty days after the giving of any such notice of resignation, the resigning Securities Intermediary may, at the expense of Pledgor, petition any court of competent jurisdiction for the appointment of a successor Securities Intermediary.

(c) *Successor Securities Intermediary.* Any successor Securities Intermediary shall be a corporation qualified to, and located in, New York, which (A) is subject to supervision or examination by the applicable Governmental Authority, (B) has a combined capital and surplus of at least Five Hundred Million Dollars (US$500,000,000), (C) has a long-term credit rating of not less than "A-"or "A3", respectively, by any Rating Agency; *and provided, that* any such bank with a long-term credit rating of "A-"or "A3 "shall not cease to be eligible to act as Securities Intermediary upon a downward

change in either such rating of no more than one category or grade of such minimum rating, as the case may be.

(d) *Process of Succession.* Upon the appointment of a successor Securities Intermediary and its acceptance of such appointment, the resigning or removed Securities Intermediary shall transfer all items of Collateral held by it to such successor (which items of Collateral shall be transferred to appropriate new Collateral Accounts established and maintained by such successor). Following such appointment all references herein to Securities Intermediary shall be deemed a reference to such successor; *provided that* the provisions of Section 16(a) hereof shall continue to inure to the benefit of the resigning or removed Securities Intermediary with respect to any actions taken or omitted to be taken by it under this Agreement while it was Securities Intermediary hereunder.

SECTION 18. Continuing Security Interest; Termination of Obligations of Securities Intermediary. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the indefeasible payment in full of the Secured Obligations, (b) be binding upon Pledgor, its successors and assigns, and (c) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party and the Second Mortgage Noteholders and their respective successors, transferees and assigns. Upon the indefeasible payment in full of all Secured Obligations, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to Pledgor. Upon any such termination Secured Party shall, at Pledgor's expense, execute and deliver to Pledgor such documents as Pledgor shall reasonably request to evidence such termination and Pledgor shall be entitled to the return, upon its request and at its expense, against receipt and without recourse to Secured Party, of such of the Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof. Securities Intermediary shall not be released from its obligations hereunder, and shall continue to maintain any Collateral in accordance with this Agreement, until notified in writing by Secured Party that this Agreement has terminated and so long as Secured Party has not withdrawn such notification. Secured Party may instruct the Securities Intermediary to close the Second Mortgage Notes Proceeds Account after the final disbursement therefrom pursuant to the Disbursement Agreement.

SECTION 19. Secured Party as Indenture Trustee.

(a) *Agency.* Secured Party has been appointed to act as Secured Party hereunder by the Second Mortgage Noteholders pursuant to the Second Mortgage Notes Indenture. Secured Party shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Agreement, the Disbursement Agreement and the Second Mortgage Notes Indenture.

(b) *Identity of Agent.* Secured Party shall at all times be the same Person that is the Indenture Trustee under the Second Mortgage Notes Indenture. Written notice of resignations by the Indenture Trustee pursuant to subsection **[7.08]** of the Second Mortgage Notes Indenture shall also constitute notice of resignation as Secured Party under this Agreement; removal of the Indenture Trustee pursuant to subsection **[7.08]** of the Second Mortgage Notes Indenture shall also constitute removal as Secured Party under this Agreement; and substitution of a successor indenture trustee pursuant to subsection **[7.08]** of the Second Mortgage Notes Indenture shall also constitute substitution of a successor Secured Party under this Agreement. Upon the acceptance of any appointment as Indenture Trustee under subsection **[7.08]** of the Second Mortgage Notes Indenture by a successor Indenture Trustee, that successor Indenture Trustee shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Secured Party under this Agreement, and the retiring or removed Secured Party under this Agreement shall promptly (i) transfer to such successor Secured Party all items of Collateral held by Secured Party (which as appropriate shall be credited to, and held for the credit of, any new Collateral Accounts established and maintained by such

successor Secured Party), together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Secured Party under this Agreement, and (ii) execute and deliver to such successor Secured Party such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Secured Party of the security interests created

hereunder, whereupon such retiring or removed Secured Party shall be discharged from its duties and obligations under this Agreement. After any retiring or removed Indenture Trustee's resignation or removal hereunder as Secured Party, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it under this Agreement while it was Secured Party hereunder.

SECTION 20. Amendments, Etc.

No amendment or waiver of any provision of this Agreement, or consent to any departure by any party herefrom, shall in any event be effective unless the same shall be in writing and signed by the other parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION 21. Notices. Any communications between the parties hereto or notices provided herein to be given may be given to the address of the party as set forth under such party's name on the signature pages hereof. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by a reputable overnight delivery service, (c) in the event overnight delivery services are not readily available, if mailed by first class mail, postage prepaid, registered or certified with return receipt requested or (d) if sent by prepaid telex, or by telecopy with correct answer back received. Notice so given shall be effective upon receipt by the addressee, except that communication or notice so transmitted by telecopy or other direct written electronic means shall be deemed to have been validly and effectively given on the day (if a Banking Day and, if not, on the next following Banking Day) on which it is validly transmitted if transmitted before 4 p.m., recipient's time, and if transmitted after that time, on the next following Banking Day; *provided, however*, that if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender. Any party shall have the right to change its address for notice hereunder to any other location by giving of no less than twenty (20) days' notice to the other parties in the manner set forth hereinabove.

SECTION 22. Failure or Indulgence Not Waiver, Remedies Cumulative. No failure or delay on the part of Secured Party in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

SECTION 23. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 24. Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

SECTION 25. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. Securities Intermediary's jurisdiction shall be New York.

SECTION 26. Consent to Jurisdiction and Service of Process. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST PLEDGOR ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT PLEDGOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. Pledgor hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to Pledgor at its address provided in Section 21, such service being hereby acknowledged by Pledgor to be sufficient for personal jurisdiction in any action against Pledgor in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of Secured Party to bring proceedings against Pledgor in the courts of any other jurisdiction.

SECTION 27. Waiver of Jury Trial. PLEDGOR, SECURITIES INTERMEDIARY AND SECURED PARTY HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Pledgor and Secured Party each acknowledge that this waiver is a material inducement for Pledgor and Secured Party to enter into a business relationship, that Pledgor and Secured Party have already relied on this waiver in entering into this Agreement and that each will continue to rely on this waiver in their related future dealings. Pledgor and Secured Party further warrant and represent that each has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. **THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT**. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

SECTION 28. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 29. Secured Party's Representative. The Secured Party hereby authorizes the entity from time to time acting as the Disbursement Agent under the Disbursement Agreement to, from time to time, act on its behalf hereunder. Until the Indenture Trustee notifies Securities Intermediary and Pledgor to the contrary, any such Disbursement Agent shall be a "representative" (as defined in Section 1-201(35) of the Code) of the Secured Party and, as such, any Entitlement Orders or other instructions or actions issued or taken by such Disbursement Agent hereunder shall be as effective as if issued or taken directly by the Secured Party.

SECTION 30. Termination of Bank Company Collateral Account Agreement. From and after receipt of notice by the Securities Intermediary and the Secured Party from the Bank Agent to the effect that the Bank Company Collateral Account Agreement has been terminated, all references herein to the Bank Company Collateral Account Agreement, the Bank Agent and the Bank Lenders shall be void and of no further force or effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ATTACHMENT 1

[FORM OF PROHIBITION NOTICE]

[*Letterhead of Secured Party*]

[*date of notice*]

TO: Deutsche Bank Trust Company Americas
100 Plaza One
Jersey City, New Jersey 07311
Attn: Hugo Gindraux
Facsimile No.: (201) 593-6422

CC: Wynn Las Vegas, LLC
c/o Wynn Resorts Holdings, LLC
3145 Las Vegas Boulevard South
Las Vegas, Nevada 89109
Attn: Ron Kramer
Facsimile No.: (702) 791-0167

Wynn Las Vegas Capital Corp.
c/o Wynn Resorts Holdings, LLC
3145 Las Vegas Boulevard South
Las Vegas, Nevada 89109
Attn: Ron Kramer
Facsimile No.: (702) 791-0167

Wynn Design & Development
c/o Wynn Resorts Holdings, LLC
3145 Las Vegas Boulevard South
Las Vegas, Nevada 89109
Attn: Kenneth Wynn
Attn: Todd Nisbet
Facsimile No.: (702) 733-4715

Re: *Prohibition Notice under that Certain Second Mortgage Notes Company Collateral Account Agreement/* ***[ ]*** *Second Mortgage Notes Proceeds Account Number* ***[ ]***

Ladies and Gentlemen:

Pursuant to the Second Mortgage Notes Company Collateral Account Agreement dated **[ ]** , 2002 ("Second Mortgage Notes Company Collateral Account Agreement") among **[ ]**, as Secured Party, certain Pledgors and Securities Intermediary, we hereby give you this Prohibition Notice and notify you of the commencement of a Suspension Period. Until further notice from the undersigned substantially in the form of Attachment 2 to the Second Mortgage Notes Company Collateral Account Agreement, Securities Intermediary shall not accept or follow instructions from Pledgor pursuant to Section 4(b) of the Second Mortgage Notes Company Collateral Account Agreement.

Capitalized terms used and not otherwise defined in this notice are used with their respective meanings in the Second Mortgage Notes Company Collateral Account Agreement.

Yours truly,

[Secured Party]

By: _____

Its: _____

[FORM OF RESCISSION OF PROHIBITION NOTICE]

[*Letterhead of Secured Party*]

[*date of notice*]

TO: Deutsche Bank Trust Company Americas
100 Plaza One
Jersey City, New Jersey 07311
Attn: Hugo Gindraux
Facsimile No.: (201) 593-6422

CC: Wynn Las Vegas, LLC
c/o Wynn Resorts Holdings, LLC
3145 Las Vegas Boulevard South
Las Vegas, Nevada 89109
Attn: Ron Kramer
Facsimile No.: (702) 791-0167

Wynn Las Vegas Capital Corp.
c/o Wynn Resorts Holdings, LLC
3145 Las Vegas Boulevard South
Las Vegas, Nevada 89109
Attn: Ron Kramer
Facsimile No.: (702) 791-0167

Wynn Design & Development
c/o Wynn Resorts Holdings, LLC
3145 Las Vegas Boulevard South
Las Vegas, Nevada 89109
Attn: Kenneth Wynn
Attn: Todd Nisbet
Facsimile No.: (702) 733-4715

Re: *Rescission of Prohibition Notice under that Certain Second Mortgage Notes Company Collateral Account Agreement/**[ ]** Second Mortgage Notes Proceeds Account Number **[ ]***

Ladies and Gentlemen:

Pursuant to the Second Mortgage Notes Company Collateral Account Agreement dated **[ ]** , 2002 ("Second Mortgage Notes Company Collateral Account Agreement") among **[ ]**, as Secured Party, certain Pledgors and Securities Intermediary, we hereby notify you of the rescission by Secured Party of the Prohibition Notice dated **[*date of Prohibition Notice*]** and the end of the related Suspension Period. You are hereby instructed that, until receipt of a new Prohibition Notice, you shall accept and follow written instructions from Pledgor pursuant to Section 4(b) of the Second Mortgage Notes Company Collateral Account Agreement.

Capitalized terms used and not otherwise defined in this notice are used with their respective meanings in the Second Mortgage Notes Company Collateral Account Agreement.

Yours truly,

[Secured Party]

By: _____

Its: _____

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Exhibit 23.2

INDEPENDENT AUDITORS' CONSENT

We consent to the use in this Amendment No. 4 to Registration Statement No. 333-98369 of Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp. on Form S-1 of our reports dated June 6, 2002 (October 2, 2002 as to Note 12) (which report expresses an unqualified opinion and includes an explanatory paragraph referring to the restatement of the financial statements at Note 12), and August 21, 2002 (October 3, 2002 as to Note 6) (which report expresses an unqualified opinion and includes an explanatory paragraph referring to the restatement of the financial statements at Note 6), appearing in the Prospectus, which is part of this Registration Statement, and of our report dated June 6, 2002, relating to the financial statement schedule appearing elsewhere in this Registration Statement. We also consent to the reference to us under the headings "Selected Financial Data", "Experts" and "Independent Accountants" in such Prospectus.

DELOITTE & TOUCHE LLP

October 18, 2002

QuickLinks

Exhibit 23.2

INDEPENDENT AUDITORS' CONSENT

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Exhibit 23.3

CONSENT OF PERSON NAMED TO BECOME A DIRECTOR

Pursuant to Rule 438 promulgated under the Securities Act of 1933, as amended, the undersigned hereby consents to be named as a person about to become a director of Wynn Las Vegas Capital Corp. in Amendment No. 4 to the registration statement on Form S-1 of Wynn Las Vegas, LLC, Wynn Las Vegas Capital Corp. and the Other Registrants dated October 21, 2002. In addition, the undersigned hereby consents to the incorporation by reference of this consent in any registration statement filed pursuant to Rule 462(b) promulgated under the Securities Act of 1933, as amended, with respect to the second mortgage notes due 2010 issued by Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp. and the guarantees of such second mortgage notes issued by the Other Registrants.

Signature

/s/ Kazuo Okada

Name: Kazuo Okada

Dated: October 18, 2002

CONSENT OF PERSON NAMED TO BECOME A DIRECTOR

Pursuant to Rule 438 promulgated under the Securities Act of 1933, as amended, the undersigned hereby consents to be named as a person about to become a director of Wynn Las Vegas Capital Corp. in Amendment No. 4 to the registration statement on Form S-1 of Wynn Las Vegas, LLC, Wynn Las Vegas Capital Corp. and the Other Registrants dated October 21, 2002. In addition, the undersigned hereby consents to the incorporation by reference of this consent in any registration statement filed pursuant to Rule 462(b) promulgated under the Securities Act of 1933, as amended, with respect to the second mortgage notes due 2010 issued by Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp. and the guarantees of such second mortgage notes issued by the Other Registrants.

Signature

/s/ Elaine P. Wynn

Name: Elaine P. Wynn

Dated: October 18, 2002

CONSENT OF PERSON NAMED TO BECOME A DIRECTOR

Pursuant to Rule 438 promulgated under the Securities Act of 1933, as amended, the undersigned hereby consents to be named as a person about to become a director of Wynn Las Vegas Capital Corp. in Amendment No. 4 to the registration statement on Form S-1 of Wynn Las Vegas, LLC, Wynn Las Vegas Capital Corp. and the Other Registrants dated October 21, 2002. In addition, the undersigned hereby consents to the incorporation by reference of this consent in any registration statement filed pursuant to Rule 462(b) promulgated under the Securities Act of 1933, as amended, with respect to the second mortgage notes due 2010 issued by Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp. and the guarantees of such second mortgage notes issued by the Other Registrants.

Signature

/s/ Robert J. Miller

Name: Robert J. Miller

Dated: October 18, 2002

CONSENT OF PERSON NAMED TO BECOME A DIRECTOR

Pursuant to Rule 438 promulgated under the Securities Act of 1933, as amended, the undersigned hereby consents to be named as a person about to become a director of Wynn Las Vegas Capital Corp. in Amendment No. 4 to the registration statement on Form S-1 of Wynn Las Vegas, LLC, Wynn Las Vegas Capital Corp. and the Other Registrants dated October 21, 2002. In addition, the undersigned hereby consents to the incorporation by reference of this consent in any registration statement filed pursuant to Rule 462(b) promulgated under the Securities Act of 1933, as amended, with respect to the second mortgage notes due 2010 issued by Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp. and the guarantees of such second mortgage notes issued by the Other Registrants.

Signature

/s/ John A. Moran

Name: John A. Moran

Dated: October 18, 2002

CONSENT OF PERSON NAMED TO BECOME A DIRECTOR

Pursuant to Rule 438 promulgated under the Securities Act of 1933, as amended, the undersigned hereby consents to be named as a person about to become a director of Wynn Las Vegas Capital Corp. in Amendment No. 4 to the registration statement on Form S-1 of Wynn Las Vegas, LLC, Wynn Las Vegas Capital Corp. and the Other Registrants dated October 21, 2002. In addition, the undersigned hereby consents to the incorporation by reference of this consent in any registration statement filed pursuant to Rule 462(b) promulgated under the Securities Act of 1933, as amended, with respect to the second mortgage notes due 2010 issued by Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp. and the guarantees of such second mortgage notes issued by the Other Registrants.

Signature

/s/ Stanley R. Zax

Name: Stanley R. Zax

Dated: October 18, 2002

CONSENT OF PERSON NAMED TO BECOME A DIRECTOR

Pursuant to Rule 438 promulgated under the Securities Act of 1933, as amended, the undersigned hereby consents to be named as a person about to become a director of Wynn Las Vegas Capital Corp. in Amendment No. 4 to the registration statement on Form S-1 of Wynn Las Vegas, LLC, Wynn Las Vegas Capital Corp. and the Other Registrants dated October 21, 2002. In addition, the undersigned hereby consents to the incorporation by reference of this consent in any registration statement filed pursuant to Rule 462(b) promulgated under the Securities Act of 1933, as amended, with respect to the second mortgage notes due 2010 issued by Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp. and the guarantees of such second mortgage notes issued by the Other Registrants.

Signature

/s/ Ronald J. Kramer

Name: Ronald J. Kramer

Dated: October 18, 2002

CONSENT OF PERSON NAMED TO BECOME A DIRECTOR

Pursuant to Rule 438 promulgated under the Securities Act of 1933, as amended, the undersigned hereby consents to be named as a person about to become a director of Wynn Las Vegas Capital Corp. in Amendment No. 4 to the registration statement on Form S-1 of Wynn Las Vegas, LLC, Wynn Las Vegas Capital Corp. and the Other Registrants dated October 21, 2002. In addition, the undersigned hereby consents to the incorporation by reference of this consent in any registration statement filed pursuant to Rule 462(b) promulgated under the Securities Act of 1933, as amended, with respect to the second mortgage notes due 2010 issued by Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp. and the guarantees of such second mortgage notes issued by the Other Registrants.

Signature

/s/ Allan Zeman

Name: Allan Zeman

Dated: October 18, 2002

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Exhibit 25.1

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY
OF A TRUSTEE PURSUANT TO SECTION 305(b) (2)

WELLS FARGO BANK, NATIONAL ASSOCIATION

(Exact name of trustee as specified in its charter)

Not Applicable (Jurisdiction of incorporation or organization if not a U.S. national bank)	**94-1347393** (I.R.S. Employer Identification No.)
420 Montgomery Street **San Francisco, CA** (Address of principal executive offices)	**94163** (Zip code)

Stanley S. Stroup, General Counsel
WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION
Sixth Street and Marquette Avenue
Minneapolis, Minnesota 55479
(612) 667-1234
(agent for services)

WYNN LAS VEGAS, LLC
AND
WYNN LAS VEGAS CAPITAL CORP.,
As joint and several obligors
(Exact name of obligor as specified in its charter)

Wynn Las Vegas, LLC
(Exact name of Registrant as specified in its charter)

Nevada (State or other jurisdiction of incorporation or organization)	**88-0494878** (I.R.S. Employer Identification Number)
3145 Las Vegas Blvd., South Las Vegas, NV (Address of principal executive offices)	**89109** (ZIP Code)

Wynn Las Vegas Capital Corp.
(Exact name of Registrant as specified in its charter)

Nevada (State or other jurisdiction of incorporation or organization)	**88-0494878** (I.R.S. Employer Identification Number)
3145 Las Vegas Blvd., South Las Vegas, NV (Address of principal executive offices)	**89109** (ZIP Code)

Second Mortgage Notes Due 2010
(Title of the indenture securities)

Item 1. *General Information.* Furnish the following information as to the trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Comptroller of the Currency,
Treasury Department
Washington, D.C. 20230

Federal Deposit Insurance Corporation
Washington, D.C. 20429

Federal Reserve Bank of San Francisco
San Francisco, CA 94120

(b) Whether it is authorized to exercise corporate trust powers.

The trustee is authorized to exercise corporate trust powers.

Item 2. *Affiliations with Obligor.* If the obligor is an affiliate of the trustee, describe each such affiliation.

None with respect to the trustee.

No responses are included for Items 3-14 of this Form T-1 because the obligor is not in default as provided under Item 13.

Item 15. *Foreign Trustee.* Not applicable.

Item 16. *List of Exhibits.* List below all exhibits filed as a part of this Statement of Eligibility. Wells Fargo Bank incorporates by reference into this Form T-1 exhibits attached hereto.

Exhibit 1. A copy of the Articles of Association of the trustee now in effect. *

Exhibit 2. A copy of the Comptroller of the Currency Certificate of Corporate Existence for Wells Fargo Bank, National Association, dated November 28, 2001. *

Exhibit 3. A copy of the authorization of the trustee to exercise corporate trust powers. A copy of the Comptroller of the Currency Certificate of Corporate Existence (with Fiduciary Powers) for Wells Fargo Bank, National Association, dated November 28, 2001. *

Exhibit 4. Copy of By-laws of the trustee as now in effect. *

Exhibit 5. Not applicable.

Exhibit 6. The consents of United States institutional trustees required by Section 321(b) of the Act.

Exhibit 7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority. **

Exhibit 8. Not applicable.

Exhibit 9. Not applicable.

---

* Incorporated by reference to exhibit number 25 filed with registration statement number 333-87398.

** Incorporated by reference to exhibit number 25 filed with registration statement number 333-99641.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Minneapolis and State of Minnesota on the day of 15th of October, 2002.

WELLS FARGO BANK, NATIONAL ASSOCIATION

/s/ MICHAEL G. SLADE

Name: Michael Slade
Title: *Corporate Trust Officer*

Exhibit 6

October 15, 2002

Securities and Exchange Commission
Washington, D.C. 20549

Gentlemen:

In accordance with Section 321(b) of the Trust Indenture Act of 1939, as amended, the undersigned hereby consents that reports of examination of the undersigned made by Federal, State, Territorial, or District authorities authorized to make such examination may be furnished by such authorities to the Securities and Exchange Commission upon its request thereof.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

/s/ MICHAEL G. SLADE

Michael G. Slade
Corporate Trust Officer

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