

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K
CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): June 10, 2008

WYNN RESORTS, LIMITED

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation)

000-50028
(Commission File Number)

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

WYNN LAS VEGAS, LLC

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation)

333-100768
(Commission File Number)

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

**3131 Las Vegas Boulevard South
Las Vegas, Nevada**

(Address of principal executive offices of each registrant)

89109
(Zip Code)

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

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

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

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencements communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

As disclosed in prior filings of Wynn Resorts, Limited ("WRL") and Wynn Las Vegas, LLC ("WLV") with the Securities and Exchange Commission, effective July 1, 2005, Stephen A. Wynn ("Mr. Wynn"), Chairman of the Board of Directors and Chief Executive Officer of WRL, and his wife, Elaine P. Wynn ("Mrs. Wynn"), who is also a director of WRL, lease from year to year a villa suite in the Wynn Las Vegas resort as their personal residence. Rent is determined by the Audit Committee of the Board of Directors of WRL (the "Audit Committee"), and is based on the fair market value of the use of the suite accommodations. As previously disclosed in the Forms 10-Q of WRL and WLV for the quarter ended March 31, 2008, based on a third-party appraisal and a reduction in certain services to be provided under the lease, for the two year period commencing July 1, 2008 and ending June 30, 2010, the Audit Committee determined the rent for each year will be \$520,000.

On June 10, 2008, Mr. Wynn and WLV entered into a Second Amendment to Agreement of Lease (the "Second Amendment") memorializing the amount of rent for the two year period described above. A copy of the Second Amendment is filed herewith as Exhibit 10.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

<u>Exhibit Number</u>	<u>Description</u>
10.1	Second Amendment to Agreement of Lease, made as of June 10, 2008, by and between Wynn Las Vegas, LLC and Stephen A. Wynn

SIGNATURES

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

Date: June 12, 2008

WYNN RESORTS, LIMITED

By: /s/ Matt Maddox
Matt Maddox
Chief Financial Officer and
Treasurer

SIGNATURES

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

Date: June 12, 2008

WYNN LAS VEGAS, LLC

By: Wynn Resorts Holdings, LLC, its sole member

By: Wynn Resorts, Limited, its sole member

By: /s/ Matt Maddox
Matt Maddox
Chief Financial Officer and
Treasurer

SECOND AMENDMENT TO AGREEMENT OF LEASE

THIS SECOND AMENDMENT TO AGREEMENT OF LEASE (this "Second Amendment") is made as of the 10th day of June, 2008, by and between Wynn Las Vegas, LLC ("Lessor") and Stephen A. Wynn ("Lessee") and, together with Lessor, the "Parties").

RECITALS

A. The Parties have entered into an Agreement of Lease dated as of January 10, 2005 (the "Original Lease") as amended by that certain First Amendment to Agreement to Lease dated April 21, 2005 (the "First Amendment") (the Original Lease and the First Amendment are collectively referred to herein as the "Lease"), under which Lessee leases a luxury suite (the "Suite") in Lessor's Wynn Las Vegas casino and resort hotel (the "Resort").

B. The initial 12 month term of the Lease commenced on July 1, 2005. The Parties have renewed the Lease for consecutive 12 month periods thereafter from year to year.

C. The Parties have agreed to reduce certain services provided by Lessor to Lessee under the terms of the Lease.

D. Pursuant to Section 3 of the Original Lease, the Parties have determined the amount of the annual rental for the two (2) year period commencing on July 1, 2008.

NOW, THEREFORE, the Parties agree as follows:

1. Annual Rental. The Parties agree that for the two (2) year period commencing on July 1, 2008, the Lease rental for the Suite shall be Five Hundred Twenty Thousand Dollars and No Cents (\$520,000.00) per year. Notwithstanding the foregoing nothing herein shall be interpreted as to change or amend either Party's right to terminate the Lease in accordance with Section 2 of the Lease.

2. Section 2 of the Lease is hereby amended and restated to read in its entirety as follows:

"4. Maintenance and Services. Lessor shall maintain the Suite and provide all services and utilities with respect thereto in a manner consistent with the Resort's standards; provided however, that Lessor shall only be obligated to provide maid service in the Suite on Saturdays and Sundays of each week during the Term. Lessee shall be responsible to arrange and pay for maid service in the Suite from Monday through Friday of each week during the Term. All taxes and utilities with respect to the Suite, other than personal long distance telephone charges and taxes associated with the maid service arranged by the Lessee, shall be paid by Lessor and deemed included in the rent payable by Lessee pursuant to Section 3 above. Lessee shall be responsible for payment of all personal long distance telephone charges, which shall be billed to him separately by the Resort in accordance with its customary practices."

3. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease.

4. Except as modified by this Second Amendment, all of the terms and conditions of the Lease shall remain in full force and effect.

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

WYNN LAS VEGAS, LLC,

a Nevada limited liability company,

By: /s/ Andrew Pascal
Name: Andrew Pascal
Title: President

/s/ Stephen A. Wynn
Stephen A. Wynn