

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 29, 2005

WYNN RESORTS, LIMITED

(Exact name of registrant as specified in its charter)

Nevada	000-50028	46-0484987
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

WYNN LAS VEGAS, LLC

(Exact name of registrant as specified in its charter)

Nevada	333-98369	88-0494878
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

3131 Las Vegas Boulevard South

Las Vegas, Nevada

89109

(Address of principal executive offices of each registrant) (Zip Code)

(702) 770-7555

(Registrant's telephone number, including area code)

Not Applicable

(Former name or former address, if changed since last report)

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

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

Item 1.01. Entry into a Material Definitive Agreement.

Credit Agreement

On June 29, 2005, Wynn Las Vegas, LLC ("Wynn Las Vegas"), a wholly owned subsidiary of Wynn Resorts, Limited ("WRL"), entered into an amendment of its credit agreement (the "Credit Agreement") with Deutsche Bank Securities Inc., Deutsche Bank Trust Company Americas, Banc of America Securities LLC, Bank of America, N.A., Bear Stearns Corporate Lending Inc., Bear, Stearns & Co. Inc., JPMorgan Chase Bank, N.A., J.P. Morgan Securities Inc., JPMorgan Chase Bank, N.A., Societe Generale and SG Americas Securities, LLC. The amendment extends the deadline for approval of the Encore at Wynn Las Vegas project ("Encore") from June 30, 2005 to December 31, 2005 (subject to further extension to March 31, 2006 if approved by a Majority of the Arrangers (as defined in the Credit Agreement) or the Required Lenders (as defined in the Credit Agreement)). If Encore is not approved by such deadline, then availability under the Credit Agreement will be reduced by \$550 million. The amendment to the Credit Agreement is filed herewith as Exhibit 10.1 and incorporated herein by reference.

The lenders and agents under the Credit Agreement and certain of their affiliates have performed investment banking, commercial lending and advisory

services for WRL and its affiliates, from time to time, for which they have received customary fees and expenses. These parties may, from time to time, engage in transactions with, and perform services for, WRL and its affiliates in the ordinary course of their business.

Deutsche Bank AG, Hong Kong Branch, an affiliate of Deutsche Bank Securities Inc., and Societe Generale Asia Limited, an affiliate of SG Americas Securities, LLC, acted as global coordinating lead arrangers under a \$397.0 million definitive credit agreement executed on September 14, 2004 by one of WRL's affiliates to partially finance the Wynn Macau project.

Disbursement Agreement

In connection with the amendment of the Credit Agreement, on June 29, 2005, Wynn Las Vegas also entered into an amendment of its disbursement agreement (the "Disbursement Agreement") with Deutsche Bank Trust Company Americas, as the administrative agent, Deutsche Bank Trust Company Americas, as the disbursement agent, and U.S. Bank National Association, as the Notes Trustee. The amendments to the Disbursement Agreement effected a similar extension of the deadline for approval of Encore, and made explicit the ability of the Required Lenders to extend the outside dates for opening and completion of Encore. The amendment to the Disbursement Agreement is filed herewith as Exhibit 10.2 and incorporated herein by reference.

First Mortgage Notes

On June 29, 2005, WRL announced that Wynn Las Vegas and Wynn Las Vegas Capital Corp. (together, the "Issuers") had received the requisite consents from holders of their 6-5/8% First Mortgage Notes due 2014 (the "Notes") to amend the Indenture (the "Indenture"), dated as of December 14, 2004, by and among the Issuers and U.S. Bank National Association, as trustee (the "Trustee"), related to the Notes. The press release of Wynn Resorts, Limited, dated June 29, 2005, is filed herewith as Exhibit 99.1 and incorporated herein by reference.

Upon receipt of the requisite consents, on June 29, 2005, the Issuers, the guarantors named therein and the Trustee entered into a First Supplemental Indenture (the "First Supplemental Indenture"), which amends certain provisions of the Indenture. The First Supplemental Indenture (i) extends the deadline for approval of the project budget and the plans and specifications relating to the development and construction of Encore from June 30, 2005 to December 31, 2005, subject to further extension to March 31, 2006 if approved by a Majority of the Arrangers or the Required Lenders, and (ii) changes the outside date for completion of Encore from March 31, 2008 to the date set forth in the Disbursement Agreement, which is currently December 31, 2008, but may be extended upon the occurrence of an event of Force Majeure (as defined in the Disbursement Agreement) or with the approval of the Required Lenders. The First Supplemental Indenture is filed herewith as Exhibit 10.3 and incorporated herein by reference.

Item 3.03. Material Modification to Rights of Security Holders.

The information set forth in Item 1.01 under the heading "First Mortgage Notes" is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits:

Exhibit Number -----	Description -----
10.1	Second Amendment to Credit Agreement, dated as of June 29, 2005, among Wynn Las Vegas, LLC, the Wynn Amendment Parties (as defined therein) and Deutsche Bank Trust Company Americas, as administrative agent on behalf of the Lenders (as defined therein).
10.2	Second Amendment to Master Disbursement Agreement, dated as of June 29, 2005, between Wynn Las Vegas, LLC and Deutsche Bank Trust Company Americas.
10.3	First Supplemental Indenture, dated as of June 29, 2005, among Wynn Las Vegas, LLC, Wynn Las Vegas Capital Corp., the Guarantors set forth therein and U.S. Bank National Association, as trustee.
99.1	Press release, dated June 29, 2005, of Wynn Resorts, Limited.

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 29, 2005

Wynn Resorts, Limited

By: /s/ John Strzemp

John Strzemp

Chief Financial Officer

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 29, 2005

WYNN LAS VEGAS, LLC

By: Wynn Resorts Holdings, LLC,
its sole member

By: Wynn Resorts, Limited, its
sole member

By: /s/ John Strzemp

John Strzemp
Chief Financial Officer

SECOND AMENDMENT TO
CREDIT AGREEMENT

THIS SECOND AMENDMENT TO CREDIT AGREEMENT (this "Second Amendment"), dated as of June 29, 2005, is made and entered into among WYNN LAS VEGAS, LLC, a Nevada limited liability company (the "Borrower"), the Wynn Amendment Parties (as hereinafter defined) and DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent (in such capacity, the "Administrative Agent") on behalf of the Lenders (as hereinafter defined).

RECITALS

A. The Borrower and the Administrative Agent are parties to that certain Credit Agreement dated as of December 14, 2004 (as amended, modified or supplemented from time to time, the "Credit Agreement") among the Borrower, the Administrative Agent, Deutsche Bank Securities Inc., as lead arranger and joint book running manager, Banc of America Securities LLC, as lead arranger and joint book running manager, Bank of America, N.A., as syndication agent, Bear, Stearns & Co. Inc., as arranger and joint book running manager, Bear Stearns Corporate Lending Inc., as joint documentation agent, J.P. Morgan Securities Inc., as arranger and joint book running manager, JPMorgan Chase Bank, as joint documentation agent, SG Americas Securities, LLC, as arranger and joint book running manager, Societe Generale, as joint documentation agent, and the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders").

B. In connection with the Credit Agreement, Wynn Las Vegas Capital Corp., a Nevada corporation ("Capital Corp."), Wynn Show Performers, LLC, a Nevada limited liability company ("Show Performers"), Wynn Golf, LLC, a Nevada limited liability company ("Wynn Golf"), Wynn Sunrise, LLC, a Nevada limited liability company ("Wynn Sunrise"), World Travel, LLC, a Nevada limited liability company ("World Travel"), and Las Vegas Jet, LLC, a Nevada limited liability company (together with Capital Corp., Show Performers, Wynn Golf, Wynn Sunrise and World Travel, the "Wynn Amendment Parties") have executed that certain Guarantee dated as of December 14, 2004 (as amended, modified or supplemented from time to time, the "Guarantee").

C. The Borrower has requested that the Lenders agree, subject to the conditions and on the terms set forth in this Second Amendment, to amend certain provisions of the Credit Agreement in order to extend the Phase II Commitment Sunset Date.

D. The Lenders are willing to agree to such amendments, subject to the conditions and on the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower, the Administrative Agent on behalf of the Lenders and the Wynn Amendment Parties agree as follows:

1. Definitions. Except as otherwise expressly provided herein, capitalized terms used in this Second Amendment shall have the meanings given in the Credit Agreement, and the rules of interpretation set forth in the Credit Agreement shall apply to this Second Amendment.

2. Amendments.

(a) Section 1.1 of the Credit Agreement is hereby amended by deleting the date June 30, 2005 from the existing definition of "Phase II Commitment Sunset Date" and replacing it with the following:

"December 31, 2005; provided, however that the Borrower may, by written notice delivered to the Arrangers no later than December 15, 2005 request an extension of the Phase II Commitment Sunset Date to March 31, 2006, which extension shall be granted if approved by a Majority of the Arrangers or the Required Lenders.

3. Disbursement Agreement Amendment. The Administrative Agent is hereby directed to execute that certain Second Amendment to Disbursement Agreement (the "Disbursement Agreement Amendment") substantially in the form attached hereto as Exhibit A on behalf of the Lenders.

4. Representations and Warranties. To induce the Lenders to agree to this Second Amendment, the Borrower represents to the Administrative Agent and the Lenders that as of the date hereof:

(a) the Borrower and each of the Wynn Amendment Parties has all power and authority to enter into this Second Amendment and the Disbursement Agreement Amendment (collectively, the "Second Amendment Documents") to which each is a party and that have been entered into by the Borrower and each of the Wynn Amendment Parties as of the date this representation is being made,

and to carry out the transactions contemplated by, and to perform its obligations under or in respect of, the Second Amendment Documents to which each is a party;

(b) the execution and delivery of Second Amendment Documents and the performance of the obligations of the Borrower and each of the Wynn Amendment Parties under or in respect of the Second Amendment Documents to which each is a party and that have been entered into by the Borrower and each of the Wynn Amendment Parties as of the date this representation is being made have been duly authorized by all necessary action on the part of the Borrower and each of the Wynn Amendment Parties;

(c) the execution and delivery of the Second Amendment Documents that have been entered into by the Borrower and each of the Wynn Amendment Parties as of the date this representation is being made and the performance of the obligations of the Borrower and each of the Wynn Amendment Parties under or in respect of such Second Amendment Documents to which each is a party do not and will not conflict with or violate (i) any provision of the articles of incorporation or bylaws (or similar constituent documents) of the Borrower or any Wynn Amendment Party, (ii) any Requirement of Law, (iii) any order, judgment or decree of any court or other governmental agency binding on the Borrower or any Wynn Amendment Party, or (iv) any indenture, agreement or instrument to which the Borrower or any Wynn Amendment Party is a party or by which the Borrower or any Wynn Amendment Party, or any property of any of them, is bound, and do not and will not require any consent or approval of any Person;

(d) the Second Amendment Documents that have been entered into by the Borrower and each of the Wynn Amendment Parties as of the date this representation is being made have been duly executed and delivered by the Borrower and each of the Wynn Amendment Parties party thereto and the Credit Agreement and the other Loan Documents, as amended by the Second Amendment Documents, are the legal, valid and binding obligations of the Borrower and each of the Wynn Amendment Parties, enforceable in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law);

(e) after giving effect to the Second Amendment Documents that have been entered into by the Borrower and each of the Wynn Amendment Parties as of the date this representation is being made, no event has occurred and is continuing or will result from the execution and delivery of the Second Amendment Documents that would constitute a Default or an Event of Default;

(f) since the Closing Date, no event has occurred that has resulted, or could reasonably be expected to result, in a Material Adverse Effect; and

(g) each of the representations and warranties made by the Borrower and the Wynn Amendment Parties in or pursuant to the Loan Documents to which each is a party shall be true and correct in all material respects on and as of the date this representation is being made, except for representations and warranties expressly stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date.

5. Effectiveness of this Second Amendment. This Second Amendment shall be effective only if and when signed by the Borrower, and the Wynn Amendment Parties and the Administrative Agent on behalf of the Lenders.

6. Acknowledgments. By executing this Second Amendment each of the Wynn Amendment Parties (a) consents to the Second Amendment Documents, (b) acknowledges that notwithstanding the execution and delivery of the Second Amendment Documents, the obligations of each of the Wynn Amendment Parties under the Guarantee are not impaired or affected and the Guarantee continues in full force and effect and (c) affirms and ratifies, to the extent it is a party thereto, the Guarantee.

7. Miscellaneous. THIS SECOND AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAW RULES THEREOF (OTHER THAN SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). This Second Amendment may be executed in one or more duplicate counterparts and when signed by all of the parties listed below shall constitute a single binding agreement. Except as amended hereby, all of the provisions of the Credit Agreement and the other Loan Documents shall remain in full force and effect except that each reference to the "Credit Agreement", or words of like import in any Loan Document, shall mean and be a reference to the Credit Agreement as amended hereby. This Second Amendment shall be deemed a "Loan Document" as defined in the Credit Agreement. Section 10.12 of the Credit Agreement shall apply to this Second Amendment and all past and future amendments to the Credit Agreement and other Loan Documents as if expressly set forth therein.

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IN WITNESS WHEREOF, the parties have caused this Second Amendment to

be duly executed by their officers or officers of their sole ultimate members thereunto duly authorized as of the day and year first above written, to be effective as of the Effective Date.

WYNN LAS VEGAS, LLC,
a Nevada limited liability company

By: Wynn Resorts Holdings, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts, Limited,
a Nevada corporation,
its sole member

By: /s/ John Strzemp

Name: John Strzemp
Title: Executive Vice President, CFO and
Treasurer

WYNN GOLF, LLC,
a Nevada limited liability company

By: Wynn Las Vegas, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts Holdings, LLC,
a Nevada limited liability company, its sole
member

By: Wynn Resorts, Limited, a Nevada corporation,
its sole member

By: /s/ John Strzemp

Name: John Strzemp
Title: Executive Vice President,
CFO and Treasurer

WYNN SUNRISE, LLC,
a Nevada limited liability company

By: Wynn Las Vegas, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts Holdings, LLC,
a Nevada limited liability company, its
sole member

By: Wynn Resorts, Limited, a Nevada
corporation, its sole member

By: /s/ John Strzemp

Name: John Strzemp
Title: Executive Vice President,
CFO and Treasurer

WORLD TRAVEL, LLC,
a Nevada limited liability company

By: Wynn Las Vegas, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts Holdings, LLC,
a Nevada limited liability company, its sole
member

By: Wynn Resorts, Limited, a Nevada corporation,
its sole member

By: /s/ John Strzemp

Name: John Strzemp
Title: Executive Vice President,
CFO and Treasurer

LAS VEGAS JET, LLC,
a Nevada limited liability company

By: Wynn Las Vegas, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts Holdings, LLC,
a Nevada limited liability company, its
sole member

By: Wynn Resorts, Limited, a Nevada
corporation, its sole member

By: /s/ John Strzemp

Name: John Strzemp
Title: Executive Vice President,
CFO and Treasurer

WYNN LAS VEGAS CAPITAL CORP.,
a Nevada corporation

By: /s/ John Strzemp

Name: John Strzemp
Title: Executive Vice President,
CFO and Treasurer

WYNN SHOW PERFORMERS, LLC,
a Nevada limited liability company

By: Wynn Las Vegas, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts Holdings, LLC,
a Nevada limited liability company, its sole member

By: Wynn Resorts, Limited, a Nevada corporation,
its sole member

By: /s/ John Strzemp

Name: John Strzemp
Title: Executive Vice President,
CFO and Treasurer

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as the Administrative Agent on behalf
of the Lenders

By: /s/ Kevin F. Sullivan

Name: Kevin F. Sullivan

Title: Managing Director

By: /s/ S. P. Lapham

Name: Steven P. Lapham

Title: Managing Director

EXHIBIT A

SECOND AMENDMENT

TO MASTER DISBURSEMENT AGREEMENT

SECOND AMENDMENT
TO MASTER DISBURSEMENT AGREEMENT

THIS SECOND AMENDMENT TO MASTER DISBURSEMENT AGREEMENT (the "Amendment") is made and entered into as of June 29, 2005, by and among WYNN LAS VEGAS, LLC, a Nevada limited liability company (the "Company"), DEUTSCHE BANK TRUST COMPANY AMERICAS as the Bank Agent (the "Bank Agent"), and DEUTSCHE BANK TRUST COMPANY AMERICAS, as the Disbursement Agent (the "Disbursement Agent"), with respect to the following:

Recitals

A. Disbursement Agreement. The undersigned are parties to that certain Master Disbursement Agreement dated December 14, 2004 (as amended, modified or supplemented from time to time, the "Disbursement Agreement") among the Company, the Bank Agent, U.S. Bank, National Association as the indenture trustee (the "Indenture Trustee"), and the Disbursement Agent. The defined terms used herein and not otherwise defined herein shall have the meanings given in the Disbursement Agreement.

B. Right to Amend Disbursement Agreement Without Consent of Indenture Trustee. The Bank Agent, the Disbursement Agent and the Company have the right to amend this Disbursement Agreement as set forth therein without the Indenture Trustee's consent.

C. Amendment. The undersigned desire to amend the Disbursement Agreement to reflect certain agreements of the parties hereto, all as more particularly set forth herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. DEFINITIONS.

a. Phase II Revolving Commitment Sunset Date. Exhibit A of the Disbursement Agreement is hereby amended by deleting the date June 30, 2005 from the existing definition of "Phase II Revolving Commitment Sunset Date" and replacing it with the following: "the Phase II Commitment Sunset Date (as defined in the Bank Credit Agreement), as the same may be extended in accordance with the terms of the Bank Credit Agreement."

b. Outside Phase II Completion Deadline. Exhibit A of the Disbursement Agreement is hereby amended by deleting the existing definition of "Outside Phase II Completion Deadline" in its entirety and replacing it with the following: "means December 31, 2008, as extended from time to time by the Company (i) in accordance with Section 6.3.2 of the Disbursement Agreement or (ii) with the approval of the Required Lenders."

c. Outside Phase II Opening Deadline. Exhibit A of the Disbursement Agreement is hereby amended by deleting the existing definition of "Outside Phase II Opening Deadline" in its entirety and replacing it with the following: "means September 30, 2008, as extended from time to time by the Company (i) in accordance with Section 6.3.2 of the Disbursement Agreement or (ii) with the approval of the Required Lenders."

2. MISCELLANEOUS. Except as set forth in this Amendment, all other terms and provisions of the Disbursement Agreement remain unmodified and in full force and effect. This Amendment shall be construed and enforced in accordance with the laws of the State of New York. In the event that any term or provision contained herein is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term or provision is invalid, void or otherwise unenforceable shall in no way affect the validity or enforceability of any other term or provision contained herein. This Amendment may be executed in any number of identical counterparts.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

COMPANY:
- -----

WYNN LAS VEGAS, LLC,
a Nevada limited liability company

By: Wynn Resorts Holdings, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts, Limited,
a Nevada corporation,
its sole member

By: /s/ John Strzemp

Name: John Strzemp
Title: Executive Vice President,
CFO and Treasurer

BANK AGENT:
- -----

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: /s/ Kevin F. Sullivan

Name: Kevin F. Sullivan

Title: Managing Director

By: /s/ S. P. Lapham

Name: Steven P. Lapham

Title: Managing Director

DISBURSEMENT AGENT:
- -----

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: /s/ Kevin F. Sullivan

Name: Kevin F. Sullivan

Title: Managing Director

By: /s/ S. P. Lapham

Name: Steven P. Lapham

Title: Managing Director

FIRST SUPPLEMENTAL INDENTURE

WYNN LAS VEGAS, LLC
and
WYNN LAS VEGAS CAPITAL CORP.,
as joint and several obligors

and

LAS VEGAS JET, LLC
WORLD TRAVEL, LLC
WYNN GOLF, LLC
WYNN SHOW PERFORMERS, LLC
and
WYNN SUNRISE, LLC,
as Guarantors

SERIES A AND SERIES B
6 5/8% FIRST MORTGAGE NOTES DUE 2014

First Supplemental Indenture
Dated as of June 29, 2005

Supplementing the Indenture
Dated as of December 14, 2004

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

FIRST SUPPLEMENTAL INDENTURE (this "First Supplemental Indenture"), dated as of June 29, 2005 (the "Effective Date"), 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 Las Vegas Jet, LLC, a Nevada limited liability company, World Travel, LLC, a Nevada limited liability company, Wynn Golf, LLC, a Nevada limited liability company, Wynn Show Performers, LLC, a Nevada limited liability company, and Wynn Sunrise, LLC, a Nevada limited liability company, as guarantors (the "Guarantors"), and U.S. Bank National Association, as trustee (the "Trustee"), under the Indenture, dated as of December 14, 2004 (the "Indenture"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Indenture.

W I T N E S S E T H:

WHEREAS, the Issuers, the Trustee and the Guarantors have heretofore executed and delivered the Indenture providing for the issuance by the Issuers of Series A and Series B 6 5/8% First Mortgage Notes due 2014 (the "Notes");

WHEREAS, the Issuers have solicited consents from the Holders of the Notes to certain proposed amendments to the Indenture, in accordance with the terms and conditions of a Consent Solicitation Statement, dated June 9, 2005 (the "Solicitation Statement");

WHEREAS, Section 9.02 of the Indenture provides that, with the consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding, voting as a single class, the Issuers, the Guarantors and the Trustee may amend or supplement the Indenture and the Notes;

WHEREAS, the Holders of at least a majority in aggregate principal amount of the Notes outstanding have duly consented to the proposed amendments set forth in this First Supplemental Indenture in accordance with Section 9.02 of the Indenture;

WHEREAS, the Issuers have heretofore delivered or are delivering contemporaneously herewith to the Trustee (i) copies of resolutions of the Board of Directors of the Issuers and the Guarantors authorizing the execution of this First Supplemental Indenture, (ii) evidence of the written consent of the Holders set forth in the immediately preceding paragraph, and (iii) the Officers' Certificate and the Opinion of Counsel described in Sections 14.04 and 14.05 of the Indenture; and

WHEREAS, all other acts and proceedings required by law and the Indenture necessary to authorize the execution and delivery of this First Supplemental Indenture and to make this First Supplemental Indenture a valid

and binding agreement for the purposes expressed herein, in accordance with its terms, have been complied with or have been duly done or performed.

NOW, THEREFORE, in consideration of the foregoing and notwithstanding any provision of the Indenture which, absent this First Supplemental Indenture, might operate to limit such action, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE ONE

AMENDMENTS

SECTION 1.01. Amendment of Definitions. The definition of "Phase II Outside Completion Deadline" contained in Section 1.01 entitled "Definitions" is hereby amended to read as follows:

"Phase II Outside Completion Deadline" means the Outside Phase II Completion Deadline, as defined in the Disbursement Agreement.

SECTION 1.02. Other Amendments. Paragraph (1) of subsection (b) of Section 4.09 entitled "Incurrence of Indebtedness and Issuance of Disqualified Stock" is hereby amended to read in its entirety as follows:

(1) the incurrence by Wynn Las Vegas or any of its Restricted Subsidiaries of Indebtedness under the Credit Agreement in an aggregate principal amount at any one time outstanding (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), to the extent then classified as having been incurred in reliance on this clause (1) not to exceed (i) \$1.0 billion less (ii) the aggregate amount of all Net Proceeds of Assets Sales applied by Wynn Las Vegas or any of its Restricted Subsidiaries since the date of this Indenture to repay any term Indebtedness under the Credit Agreement or repay any revolving credit Indebtedness under the Credit Agreement and effect a corresponding permanent reduction of commitments thereunder pursuant to Section 4.10 hereof or otherwise; provided, however, if the Phase II Project Budget and the Phase II Plans and Specifications are not approved by a majority of the arrangers or a majority of the lenders under the Credit Agreement by December 31, 2005 (or March 31, 2006, if the Phase II Commitment Sunset Date (as defined in the Credit Agreement) is extended to such date), then the amount of Indebtedness permitted to be incurred under the Credit Agreement pursuant to clause (i) above of this clause (1) shall be reduced by \$550.0 million;

ARTICLE TWO

MISCELLANEOUS

SECTION 2.01. Reference to and Effect on the Indenture. On and after the Effective Date, each reference in the Indenture to "this Indenture," "hereunder," "hereof," or "herein" shall mean and be a reference to the Indenture as supplemented by this First Supplemental Indenture unless the context otherwise requires. The Indenture, as supplemented by this First Supplemental Indenture, shall be read, taken and construed as one and the same instrument. Except as specifically amended above, the Indenture shall remain in full force and effect and is hereby ratified and confirmed.

SECTION 2.02. Governing Law. THE INTERNAL LAW OF THE STATE OF NEW YORK, INCLUDING WITHOUT LIMITATION, SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, SHALL GOVERN AND BE USED TO CONSTRUCT THIS FIRST SUPPLEMENTAL INDENTURE, SUBJECT TO APPLICABLE GAMING LAWS.

SECTION 2.03. Trust Indenture Act Controls. No modification of any provisions of the Indenture effected by this First Supplemental Indenture is intended to eliminate or limit any provision of the Indenture that is required to be included therein by the Trust Indenture Act of 1939, as amended, as in force as of the effectiveness of this First Supplemental Indenture.

SECTION 2.04. Trustee Disclaimer; Trust. The recitals contained in this First Supplemental Indenture shall be taken as the statements of the Issuers, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this First Supplemental Indenture. The Trustee accepts the trust created by the Indenture, as supplemented by this First Supplemental Indenture, and agrees to perform the same upon the terms and conditions of the Indenture, as supplemented hereby.

SECTION 2.05. Counterparts. This First Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall constitute but one and the same instrument.

SECTION 2.06. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 2.07. Severability. In case any provision of this First Supplemental Indenture shall be invalid, illegal or unenforceable, including

any amendment or waiver that, pursuant to Section 9.02 of the Indenture, requires the consent of each Holder affected, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired thereby.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed all as of the date hereof.

ISSUERS:

WYNN LAS VEGAS, LLC,
a Nevada limited liability company,

By: Wynn Resorts Holdings, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts, Limited,
a Nevada corporation, its sole member

By: /s/ Marc H. Rubinstein

Name: Marc H. Rubinstein
Title: Senior Vice President

WYNN LAS VEGAS CAPITAL CORP.,
a Nevada corporation,

By: /s/ Marc H. Rubinstein

Name: Marc H. Rubinstein
Title: Secretary

GUARANTORS:

LAS VEGAS JET, LLC,
a Nevada limited liability company,

By: Wynn Las Vegas, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts Holdings, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts, Limited,
a Nevada corporation, its sole member

By: /s/ Marc H. Rubinstein

Name: Marc H. Rubinstein
Title: Senior Vice President

WORLD TRAVEL, LLC,
a Nevada limited liability company,

By: Wynn Las Vegas, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts Holdings, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts, Limited,
a Nevada corporation, its sole member

By: /s/ Marc H. Rubinstein

Name: Marc H. Rubinstein
Title: Senior Vice President

WYNN GOLF, LLC,
a Nevada limited liability company,

By: Wynn Las Vegas, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts Holdings, LLC,
a Nevada limited liability company,
its sole member

By: Wynn Resorts, Limited,
a Nevada corporation, its sole member

By: /s/ Marc H. Rubinstein

Name: Marc H. Rubinstein
Title: Senior Vice President

WYNN SHOW PERFORMERS, 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: Wynn Resorts, Limited,
a Nevada corporation, its sole member

By: /s/ Marc H. Rubinstein

Name: Marc H. Rubinstein
Title: Senior Vice President

WYNN SUNRISE, 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: Wynn Resorts, Limited,
a Nevada corporation, its sole member

By: /s/ Marc H. Rubinstein

Name: Marc H. Rubinstein
Title: Senior Vice President

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Richard Prokosch

Name: Richard Prokosch
Title: Vice President

FOR IMMEDIATE RELEASE

Wynn Resorts Announces Completion of Consent Solicitation

LAS VEGAS, NEVADA (June 29, 2005) - Wynn Resorts, Limited (Nasdaq: WYNN) announced today that its subsidiaries, Wynn Las Vegas, LLC ("Wynn Las Vegas") and Wynn Las Vegas Capital Corp. (together with Wynn Las Vegas, the "Issuers"), had received the requisite consents from holders of their 6-5/8% First Mortgage Notes due 2014 (the "Notes") to amend the indenture relating to the Notes.

The amendments include: (i) an extension of the deadline for approval of the budget and the plans and specifications for the Encore at Wynn Las Vegas project ("Encore") from June 30, 2005, to December 31, 2005, and (ii) an extension of the outside date for completion of Encore from March 31, 2008, to December 31, 2008. Wynn Las Vegas previously received the unanimous approval from its bank lenders for similar amendments to its financing documents.

Due to demand for the Wynn Las Vegas casino resort, continued strength in the Las Vegas market, and the desire to maximize the potential of their real estate assets, the Issuers continue to enlarge and refine the scope of Encore, which has been elevated to the status of a free standing casino resort that will be fully integrated with Wynn Las Vegas. The amendments provide the Issuers with additional time to finalize the scope of Encore.

Wynn Resorts is traded on the Nasdaq National Market under the ticker symbol "WYNN" and, since December 2004, it has been part of the NASDAQ-100 Index. Wynn Las Vegas, a luxury hotel and destination casino resort located on the Las Vegas Strip, opened to the public on April 28, 2005. Wynn Las Vegas features 2,716 luxurious guest rooms and suites; an approximately 111,000 square foot casino; 22 food and beverage outlets; an on-site 18-hole golf course; approximately 223,000 square feet of meeting space; an on-site Ferrari and Maserati dealership; and approximately 76,000 square feet of retail space. For more information, visit www.wynnlasvegas.com.

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SOURCE: Wynn Resorts, Limited