

**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): March 20, 2018

WYNN RESORTS, LIMITED

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)
3131 Las Vegas Boulevard South
Las Vegas, Nevada
(Address of principal executive offices)

000-50028
(Commission
File Number)

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

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 filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications 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-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 **Entry into a Definitive Agreement.**

On March 20, 2018, Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp. (the "Issuers"), wholly owned subsidiaries of Wynn Resorts, Limited (the "Company") executed a second supplemental indenture (the "Supplemental Indenture") to the Indenture dated May 22, 2013, as supplemented by that certain Supplemental Indenture dated as of February 18, 2015 (the "Indenture"), relating to the Issuers' 4.25% Senior Notes due 2023 (the "Notes"). The Supplemental Indenture amended the Indenture by conforming the definition of "Change of Control" relating to ownership of equity interests in the Company in the Indenture to the terms of the indentures governing the Issuers' other outstanding notes. The Supplemental Indenture was effective upon execution, but will be operative only upon the payment of an aggregate cash amount equal to \$25 million (the "Consent Payment") to the holders of the Notes who validly delivered (and did not validly revoke) their consents in accordance with the procedures described in the Consent Solicitation Statement, dated March 15, 2018, prior to 5:00 p.m., New York City time, on March 20, 2018 (the "Expiration Time"). The Consent Payment will be paid to the consenting holders pro rata in accordance with the principal amount of Notes as to which consents were validly tendered (and not revoked) prior to the Expiration Time.

A copy of the Supplemental Indenture is attached hereto as Exhibit 4.1 and incorporated by reference herein. The foregoing description is qualified in its entirety by reference to the exhibit.

The Issuers had sought the consent of the holders of the Notes to the amendment contained in the Supplemental Indenture pursuant to a consent solicitation previously announced on March 15, 2018. On March 20, 2018, the Company announced that the Issuers had obtained sufficient consents to amend the Indenture. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01 **Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit No.	Description
4.1	<u>Second Supplemental Indenture, dated March 20, 2018 among Wynn Las Vegas, LLC, Wynn Las Vegas Capital Corp., the guarantors party thereto and U.S. Bank National Association.</u>
99.1	<u>Press release, dated March 20, 2018, of Wynn Resorts, Limited.</u>

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

AND

KEVYN, LLC,
WORLD TRAVEL, LLC,
WYNN SHOW PERFORMERS, LLC,
WYNN SUNRISE, LLC,
and
WLV EVENTS, LLC,
as guarantors

4.25% SENIOR NOTES DUE 2023

SECOND SUPPLEMENTAL INDENTURE

Dated as of March 20, 2018

U.S. BANK NATIONAL ASSOCIATION

Trustee

SECOND SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture*”), dated as of March 20, 2018, among Wynn Las Vegas, LLC, a Nevada limited liability company (“*Wynn Las Vegas*”), Wynn Las Vegas Capital Corp., a Nevada corporation (together with Wynn Las Vegas, the “*Issuers*”), the Guarantors (as defined in the Indenture referred to herein) and U.S. Bank National Association, as trustee under the Indenture referred to below (the “*Trustee*”).

W I T N E S E T H

WHEREAS, the Issuers have heretofore executed and delivered to the Trustee an indenture (as amended by that certain Supplemental Indenture dated as of February 18, 2015 and as may be further amended, supplemented, or otherwise modified, the “*Indenture*”), dated as of May 22, 2013, providing for the issuance of an aggregate principal amount of \$500,000,000 of 4.25% Senior Notes due 2023 (the “*Notes*”);

WHEREAS, the Issuers have solicited consents (“*Consents*”) pursuant to a Consent Solicitation Statement, dated March 15, 2018 (the “*Consent Solicitation Statement*”) from the Holders of the Notes to amend the Indenture to narrow the circumstances in which a Change of Control may be deemed to have occurred;

WHEREAS, the Holders of at least a majority in aggregate principal amount of the outstanding Notes, excluding Notes owned by either of the Issuers or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with either of the Issuers, voting as a single class have delivered valid Consents to the proposed amendment set forth in this Supplemental Indenture;

WHEREAS, the Issuers have heretofore delivered or are delivering contemporaneously herewith to the Trustee (i) copies of resolutions of the Boards of Directors (or equivalent governing bodies or persons) of each of the Issuers and the Guarantors authorizing the execution of this Supplemental Indenture, (ii) evidence satisfactory to the Trustee of the Consents described in the immediately preceding paragraph, and (iii) the Officer’s Certificate and Opinions of Counsel described in Section 9.05 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 Supplemental Indenture and to make this 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 for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree for the benefit of each other and 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. AMENDMENT. Clause (3) of the definition of “Change of Control” in Section 1.01 of the Indenture is hereby amended and restated in its entirety to read as set forth below:

(3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that 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;

3. EFFECTIVE DATE OF THIS SUPPLEMENTAL INDENTURE. This Supplemental Indenture shall be executed, delivered and effective as of the date first written above but shall not become operative until the payment of the Consent Payment (as defined in the Consent Solicitation Statement) by the Issuers pursuant to the terms of the Consent Solicitation Statement.

4. REFERENCE TO AND EFFECT ON INDENTURE. On and after the date upon which this Supplemental Indenture becomes operative, each reference in the Indenture to “this Indenture,” “hereunder,” “hereof,” or “herein” (and all references to the Indenture in any other agreements, documents or instruments) shall mean and be a reference to the Indenture as supplemented by this Supplemental Indenture, unless the context otherwise requires. The Indenture, as supplemented by this 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.

5. NEW YORK LAW TO GOVERN. THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTION 4-1401 OF THE NEW YORK OBLIGATIONS LAW.

6. CONFLICTS WITH INDENTURE. This Supplemental Indenture is subject to all terms of the Indenture. To the extent any provision of this Supplemental Indenture conflicts with express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

7. 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.

8. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

9. 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.

ISSUERS:

WYNN LAS VEGAS, LLC,
a Nevada limited liability company

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

By: Wynn America, 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

/s/ Craig Billings

Name: Craig Billings

Title: Chief Financial Officer and Treasurer

WYNN LAS VEGAS CAPITAL CORP.,
a Nevada corporation

/s/ Craig Billings

Name: Craig Billings

Title: Chief Financial Officer and Treasurer

[Signature Page to Second Supplemental Indenture]

GUARANTORS:

WYNN SHOW PERFORMERS, LLC,

a Nevada limited liability company

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

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

By: Wynn America, 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

/s/ Craig Billings

Name: Craig Billings

Title: Chief Financial Officer and Treasurer

[Signature Page to Second Supplemental Indenture]

WORLD TRAVEL, LLC,
a Nevada limited liability company

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

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

By: Wynn America, 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

/s/ Craig Billings

Name: Craig Billings

Title: Chief Financial Officer and Treasurer

[Signature Page to Second Supplemental Indenture]

WYNN SUNRISE, LLC,
a Nevada limited liability company

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

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

By: Wynn America, 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

/s/ Craig Billings

Name: Craig Billings

Title: Chief Financial Officer and Treasurer

[Signature Page to Second Supplemental Indenture]

KEVYN, LLC,
a Nevada limited liability company

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

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

By: Wynn America, 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

/s/ Craig Billings

Name: Craig Billings

Title: Chief Financial Officer and Treasurer

[Signature Page to Second Supplemental Indenture]

WLV EVENTS, LLC,
a Nevada limited liability company

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

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

By: Wynn America, 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

/s/ Craig Billings

Name: Craig Billings

Title: Chief Financial Officer and Treasurer

[Signature Page to Second Supplemental Indenture]

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Raymond S. Haverstock

Name: Raymond S. Haverstock

Title: Vice President

[Signature Page to Second Supplemental Indenture]

**WYNN RESORTS ANNOUNCES
EXPIRATION OF CONSENT SOLICITATION
BY WYNN LAS VEGAS, LLC AND WYNN LAS VEGAS CAPITAL CORP.**

LAS VEGAS – (BUSINESS WIRE) – March 20, 2018 – Wynn Resorts, Limited (NASDAQ: WYNN) (the “Company”) announced today that the previously announced solicitation of consents of Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp., indirect wholly owned subsidiaries of the Company (the “Issuers”) with respect to the proposed amendment (the “Proposed Amendment”) to the indenture (the “Indenture”) governing the Issuers’ outstanding 4.25% Senior Notes due 2023 (the “Notes”) expired at 5:00 p.m., New York City time, on March 20, 2018 (the “Expiration Time”). As of the Expiration Time, \$481,181,000 aggregate principal amount of the Notes, representing approximately 96.24% of the aggregate principal amount of Notes outstanding, validly delivered (and did not validly revoke) a consent for the Proposed Amendment. The consents received exceed the number needed to approve the Proposed Amendment to the Indenture.

The Issuers will make an aggregate cash payment of \$25.0 million (the “Consent Payment”) to the holders of Notes who validly delivered (and did not validly revoke) their consents in accordance with the procedures described in the Consent Solicitation Statement, dated March 15, 2018 (the “Consent Solicitation Statement”) prior to the Expiration Time. The Consent Payment will be paid to the consenting holders pro rata in accordance with the principal amount of Notes as to which consents were validly tendered (and not revoked) prior to the Expiration Time.

The Issuers intend to execute a supplemental indenture with respect to the Notes containing the Proposed Amendment. The supplemental indenture will conform the definition of “Change of Control” relating to ownership of equity interests in the Company in the Indenture to the terms of the indentures governing the Issuers’ other outstanding notes, and will bind all holders of the Notes, including those that did not give their consent, though non-consenting holders will not receive such holder’s portion of the Consent Payment. The Proposed Amendment will be effective for the Notes upon execution of the supplemental indenture, but will be operative only upon payment of the Consent Payment.

This announcement is for information purposes only and is neither an offer to sell nor a solicitation of an offer to buy any security. This announcement is also not a solicitation of consents with respect to the Proposed Amendment or of any securities. The solicitation of consents is not being made in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such solicitation under applicable securities or “blue sky” laws.

Forward-Looking Statements

This release contains forward-looking statements, including those related to the solicitation of consents. Forward-looking information involves important risks and uncertainties that could significantly affect anticipated results in the future, and, accordingly, such results may differ from those expressed in any forward-looking statements. These risks and uncertainties include, but are not limited to, competition in the casino/hotel and resorts industries, controversy, regulatory action, litigation and investigations related to Stephen A. Wynn and his separation from the Company, dependence on key employees, levels of travel, leisure and casino spending, general domestic or international economic conditions, and changes in gaming laws or regulations. Additional

information concerning potential factors that could affect the Issuers' financial results is included in Wynn Las Vegas, LLC's Annual Statement for the year ended December 31, 2017. Neither Wynn Resorts, Limited nor the Issuers are under any obligation to (and expressly disclaim any such obligation to) update their forward-looking statements as a result of new information, future events or otherwise, except as required by law.

Contact:

Wynn Resorts, Limited
Craig Billings, Chief Financial Officer & Treasurer
702-770-7555
investorrelations@wynnresorts.com

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