

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 30, 2006

**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  
(IRS Employer Identification No.)

**Wynn Las Vegas, LLC**  
(Exact name of registrant as specified in its charter)

Nevada  
(State or other jurisdiction  
of incorporation)

333-98369  
(Commission File Number)

88-0494878  
(IRS 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  
(Each registrant's telephone number including area code)

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-commencement 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.

On June 30, 2006, Wynn Las Vegas, LLC, a wholly owned subsidiary of Wynn Resorts, Limited, entered into a Fourth Amendment to Credit Agreement (the "Credit Agreement Amendment") with Wynn Golf, LLC, Wynn Sunrise, LLC, World Travel, LLC, Las Vegas Jet, LLC, Wynn Show Performers, LLC, Wynn Las Vegas Capital Corp., Kevyn, LLC, Wynn Resorts Holdings, LLC, Wynn Completion Guarantor, LLC and Deutsche Bank Trust Company Americas, as administrative agent under the Credit Agreement, dated as of December 14, 2004, among Wynn Las Vegas, LLC, Deutsche Bank Securities Inc., Deutsche Bank Trust Company Americas, Banc of America Securities LLC, Bank of America, N.A., Bear, Stearns & Co. Inc., Bear Stearns Corporate Lending Inc., J.P. Morgan Securities Inc., JPMorgan Chase Bank, N.A., SG Americas Securities, LLC, Societe Generale and the several banks and financial institutions or entities from time to time parties thereto (the "Credit Agreement").

The Credit Agreement Amendment, entered into anticipation of a contemplated refinancing of Wynn Las Vegas, LLC's current senior facilities: (i) clarifies the Credit Agreement's definition of "Consolidated Total Debt"; and (ii) changes the Consolidated Interest Coverage Ratio (as defined in the Credit Agreement) applicable on Quarterly Dates (as defined in the Credit Agreement) on or prior to September 30, 2007 from 2.25:1 to 2.00:1. The Fourth Amendment to Credit Agreement is filed herewith as Exhibit 10.1 and incorporated herein by reference.

On July 7, 2006, Wynn Las Vegas, LLC engaged Deutsche Bank Trust Company Americas, Deutsche Bank Securities Inc., Bank of America, N.A. and Banc of America Securities LLC in connection with the proposed refinancing of its senior facilities.

The lenders and agents under the Credit Agreement and certain of their affiliates have performed investment banking, commercial lending and advisory services for the Registrants and their 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, the Registrants and their 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 million definitive credit agreement executed on September 14, 2004 by one of the Registrants' affiliates to partially finance the Registrants' Wynn Macau project.

This current report on Form 8-K contains "forward-looking statements" within the meaning of the Federal securities laws. These forward-looking statements are subject to risks and uncertainties that could cause actual results and outcomes to differ from those expressed in or implied by the statements herein.

**Item 9.01** Financial Statements and Exhibits.

(d) Exhibits:

<b>Exhibit No.</b>	<b>Description</b>
10.1	Fourth Amendment to Credit Agreement, dated June 30, 2006 among Wynn Las Vegas, LLC, Wynn Golf, LLC, Wynn Sunrise, LLC, World Travel, LLC, Las Vegas Jet, LLC, Wynn Show Performers, LLC, Wynn Las Vegas Capital Corp., Kevyn, LLC, Wynn Resorts Holdings, LLC, Wynn Completion Guarantor, LLC and Deutsche Bank Trust Company Americas.

---

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: July 7, 2006

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: July 7, 2006

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

## FOURTH AMENDMENT TO

## CREDIT AGREEMENT

THIS FOURTH AMENDMENT TO CREDIT AGREEMENT (this "Fourth Amendment"), dated as of June 30, 2006, 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, each of 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"), Kevyn, LLC, a Nevada limited liability company ("Kevyn"), and Las Vegas Jet, LLC, a Nevada limited liability company ("Las Vegas Jet") and together with Capital Corp., Show Performers, Wynn Golf, Wynn Sunrise, World Travel, Kevyn, Wynn Resorts Holdings, LLC, a Nevada limited liability company, and Wynn Completion Guarantor, LLC, a Nevada limited liability company, the "Wynn Amendment Parties", have executed certain Loan Documents.

C. The Borrower has requested that the Lenders agree, subject to the conditions and on the terms set forth in this Fourth Amendment, to amend certain provisions of the Credit Agreement.

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 Fourth 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 Fourth Amendment.

2. Amendments.

(a) The definition of "Consolidated Total Debt" is deleted from Section 1.1 of the Credit Agreement and replaced with the following:

"Consolidated Total Debt": at any date, an aggregate amount equal to (a) the aggregate principal amount of all Indebtedness of the Borrower and its Subsidiaries at such date less (b) an amount equal to A plus B less C less D (in each case as defined below), in each case determined on a consolidated basis in accordance with GAAP.

For purposes of the definition of Consolidated Total Debt at any date:

A = the aggregate amount of cash and Cash Equivalents of the Borrower and the other Loan Parties on such date on deposit in an Account with respect to which the Secured Parties have a perfected first priority Lien securing the Obligations pursuant to a Control Agreement,

B = the aggregate amount of cash and Cash Equivalents of the Borrower and the other Loan Parties on such date on deposit in the 2014 Notes Proceeds Account,

C = to the extent included in A above, cage cash related to casino operations in an amount up to \$16,000,000 (or from and after the Phase II Opening Date, \$20,000,000), and

D = the aggregate amount of cash and Cash Equivalents of the Borrower and the other Loan Parties on such date on deposit in each of the Completion Guaranty Deposit Account and the Project Liquidity Reserve Account.

(b) Section 7.1(d) of the Credit Agreement is amended by deleting the ratio "2.25:1" as used in the table therein and replacing such ratio with the ratio "2.00:1".

3. Representations and Warranties.

To induce the Lenders to agree to this Fourth 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 Fourth Amendment, and to carry out the transactions contemplated by, and to perform its obligations under or in respect of, this Fourth Amendment;

(b) the execution and delivery of this Fourth Amendment and the performance of the obligations of the Borrower and each of the Wynn Amendment Parties under or in respect of this Fourth Amendment 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 this Fourth Amendment and the performance of the obligations of the Borrower and each of the Wynn Amendment Parties under or in respect of this Fourth Amendment 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) this Fourth Amendment has been duly executed and delivered by the Borrower and each of the Wynn Amendment Parties, is the legal, valid and binding obligation of the Borrower and each of the Wynn Amendment Parties, enforceable in accordance with its 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 this Fourth Amendment, no event has occurred and is continuing or will result from the execution and delivery of this Fourth Amendment 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.

4. Effectiveness of this Fourth Amendment.

This Fourth Amendment shall be effective only if and when executed by the Borrower, the Wynn Amendment Parties and the Administrative Agent, on behalf of the Lenders.

5. Acknowledgments.

By executing this Fourth Amendment, each of the Wynn Amendment Parties (a) consents to this Fourth Amendment, (b) acknowledges that, notwithstanding the execution and delivery of this Fourth Amendment, the obligations of each of the Wynn Amendment Parties under the Guarantee, the Completion Guaranty Collateral Account Agreement, the Completion Guaranty and the Security Agreement are not impaired or affected, and the Guarantee, the Completion Guaranty Collateral Account Agreement, the Completion Guaranty and the Security Agreement continue in full force and effect, and (c) affirms and ratifies, to the extent it is a party thereto, the Guarantee, the Completion Guaranty Collateral Account Agreement, the Completion Guaranty and the Security Agreement.

6. Miscellaneous.

**THIS FOURTH 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 SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).** This Fourth 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 Fourth Amendment shall be deemed a "Loan Document" as defined in the Credit Agreement. Section 10.12 of the Credit Agreement shall apply to this Fourth Amendment and all past and future amendments to the Credit Agreement and other Loan Documents as if expressly set forth therein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

---

IN WITNESS WHEREOF, the parties have caused this Fourth 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.

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/ Ronald J. Kramer  
Name: Ronald J. Kramer  
Title: 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/ Ronald J. Kramer  
Name: Ronald J. Kramer  
Title: President

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/ Ronald J. Kramer  
Name: Ronald J. Kramer  
Title: 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/ Ronald J. Kramer  
Name: Ronald J. Kramer  
Title: President



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/ Ronald J. Kramer  
Name: Ronald J. Kramer  
Title: President

WYNN LAS VEGAS CAPITAL CORP.,  
a Nevada corporation

By: /s/ Ronald J. Kramer  
Name: Ronald J. Kramer  
Title: President

WYNN RESORTS HOLDINGS, LLC,  
a Nevada limited liability company

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

By: /s/ Ronald J. Kramer  
Name: Ronald J. Kramer  
Title: President

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

By: /s/ Brenda Casey  
Name: Brenda Casey  
Title: Director

By: /s/ Joanna Soliman  
Name: Joanna Soliman  
Title: Assistant Vice President

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/ Ronald J. Kramer  
Name: Ronald J. Kramer  
Title: President

KEVYN, 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/ Ronald J. Kramer  
Name: Ronald J. Kramer  
Title: President

WYNN COMPLETION GUARANTOR, 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/ Ronald J. Kramer  
Name: Ronald J. Kramer  
Title: President