
**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, AS AMENDED**

Date of Report (Date of earliest event reported): February 27, 2013

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.)

3131 Las Vegas Boulevard South
Las Vegas, Nevada
(Address of principal executive offices)

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))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On February 27, 2013, Wynn Resorts, Limited (the “Company”), entered into a second amendment (the “Amendment”) to the Employment Agreement, dated as of March 4, 2008, as amended, by and between the Company and Marc D. Schorr, the Chief Operating Officer of the Company (the “Agreement”).

The Amendment is effective as of October 31, 2012 and provides that the term of the Agreement shall terminate on December 31, 2016, unless sooner terminated as provided in the Agreement. In addition, the Amendment provides that as of the effective date of the Amendment, Mr. Schorr’s base salary shall be \$2,100,000 per year.

The foregoing description of the material terms of the Amendment is qualified in its entirety by reference to the full text of the Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

10.1 Second Amendment to Employment Agreement, dated February 27, 2013, by and between Wynn Resorts, Limited and Marc D. Schorr.

SIGNATURES

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

WYNN RESORTS, LIMITED

Date: March 5, 2013

By: /s/ Matt Maddox

Name: Matt Maddox

Title: Chief Financial Officer and Treasurer

**SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT**

This SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (this "**Amendment**") is effective as of October 31, 2012 (the "**Effective Date**"), by and between Wynn Resorts, Limited ("**Employer**") and Marc D. Schorr ("**Employee**"). Capitalized terms that are not defined herein shall have the meanings ascribed to them in the Agreement (as defined below).

RECITALS

WHEREAS, Employer and Employee have entered into that certain Employment Agreement, dated as of March 4, 2008 (the "**Agreement**"), as amended; and

WHEREAS, Employer is willing and Employee desires to modify certain terms and conditions to the Agreement as more fully set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Amendment, the parties hereto agree as follows:

1. Amendments.

a. Section 6 of the Agreement is hereby amended as of the Effective Date to read as follows:

"6. **TERM**. Unless sooner terminated as provided in this Agreement, the term of this Agreement (the "Term") shall commence as of the Effective Date of this Agreement and shall terminate as of December 31, 2016 at which time the terms of this Agreement shall expire and shall not apply to any continued employment of Employee by Employer, except for those obligations under Paragraphs 10 and 11. Following the Term, unless the parties enter into a new written contract of employment, (a) any continued employment of Employee shall be at-will, (b) any or all of the other terms and conditions of Employee's employment may be changed by Employer at its discretion, with or without notice, and (c) the employment relationship may be terminated at any time by either party, with or without cause or notice."

b. Section 8(a) of the Agreement is hereby amended as of the Effective Date to read as follows:

"8(a) **BASE SALARY**. Employer hereby covenants and agrees to pay to Employee, and Employee hereby covenants and agrees to accept from Employer, a base salary at the rate of Two Million One Hundred Thousand Dollars (\$2,100,000) per annum, payable in such weekly, bi-weekly or semi-monthly installments as shall be convenient to Employer (the "**Base Salary**"). Employee's Base Salary shall be exclusive of and in addition to any other benefits which Employer, in its sole discretion, may make available to Employee, including, but not limited to, those benefits described in Subparagraphs 8(b) through (f) of this Agreement. Employee's Base Salary shall be subject to merit review by Employer's Board of Directors from time to time and may be increased, but not decreased, as a result of any such review.

2. Other Provisions of Agreement. The parties acknowledge that the Agreement is being modified only as stated herein, and agree that nothing else in the Agreement shall be affected by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be effective as of the date first written above .

WYNN RESORTS, LIMITED

EMPLOYEE

By: /s/ Stephen A. Wynn
Stephen A. Wynn
Chief Executive Officer

/s/ Marc D. Schorr
Marc D. Schorr

Execution Date: 2/27/2013