

**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): December 12, 2014

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))

Item 1.01 Entry into A Material Definitive Agreement.

On December 12, 2014, Wynn Resorts, Limited (the “Company”) entered into a first amendment (the “Amendment”) to the Management Agreement, dated as of December 14, 2004, by and among Wynn Las Vegas, LLC, Wynn Show Performers, LLC, Wynn Las Vegas Capital Corp., Wynn Golf, LLC, World Travel, LLC, Las Vegas Jet, LLC, Wynn Sunrise, LLC, and the Company (the “Agreement”). The Amendment provides for automatic renewal and extension of the term of the Agreement unless earlier terminated by parties to the Agreement.

This description of the Amendment is qualified by reference to the Amendment, a copy of which is filed herewith as Exhibit 10.1.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	First Amendment to Management Agreement, dated as of December 12, 2014, by and among Wynn Las Vegas, LLC, Wynn Show Performers, LLC, Wynn Las Vegas Capital Corp., Wynn Golf, LLC, World Travel, LLC, Las Vegas Jet, LLC, Wynn Sunrise, LLC, and 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.

Dated: December 12, 2014

WYNN RESORTS, LIMITED

By: /s/ Stephen Cootey

Stephen Cootey

Chief Financial Officer and Treasurer

(Principal Financial and Accounting 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.

Dated: December 12, 2014

WYNN LAS VEGAS, LLC

By: Wynn Resorts Holdings, LLC
its sole member

By: Wynn Resorts, Limited
its sole member

By: /s/ Stephen Cootey
Stephen Cootey
Chief Financial Officer and Treasurer
(Principal Financial and Accounting Officer)

EXHIBIT INDEX

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10.1	First Amendment to Management Agreement, dated as of December 12, 2014, by and among Wynn Las Vegas, LLC, Wynn Show Performers, LLC, Wynn Las Vegas Capital Corp., Wynn Golf, LLC, World Travel, LLC, Las Vegas Jet, LLC, Wynn Sunrise, LLC, and Wynn Resorts, Limited.

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

This First Amendment to Management Agreement (this "Amendment") is dated as of December 12, 2014 by and among Wynn Las Vegas, LLC, a Nevada limited liability company (the "Company") and the entities listed on Exhibit A (and together with the Company, the "Wynn Entities"), and Wynn Resorts, Limited, a Nevada corporation (the "Manager").

WHEREAS, the Wynn Entities and the Manager have entered into that certain Management Agreement, dated as of December 14, 2004 (the "Agreement"); and

WHEREAS, the Wynn Entities and the Manager desire 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 the Agreement and this Amendment, the parties hereto agree as follows:

1. **Amendments.** The parties hereto agree to amend Section 6 of the Agreement in its entirety to read as follows:

"6. Term of Agreement. The initial term of this Agreement shall be ten (10) years from the date first written above and at the expiration of the initial term, this Agreement will automatically renew for successive one month periods as long as the Company is in compliance with the indenture agreements to which the Company is a party, unless earlier terminated pursuant to the terms of this Agreement. This Agreement may be terminated as follows: (a) by the mutual written consent of the Company and the Manager, (b) by the Company upon 60 days prior written notice to the Manager, or by the Manager upon 60 days prior written notice to the Company, in either case for any reason or no reason at all, or (c) by the Manager immediately upon written notice to the Company following the occurrence of any default by any Wynn Entity under any promissory note, indenture, loan agreement or other instrument or evidence of indebtedness. Notwithstanding any other provision of this Agreement, the provisions of Section 7 shall survive any termination of this Agreement."

2. **Effectiveness.** The amendments set forth in Section 1 shall be effective as of December 12, 2014 (the "Effective Date").

3. **Other Provisions of the Agreement.** The parties hereto 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.

4. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

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

WYNN RESORTS, LIMITED,
a Nevada corporation

By: /s/ Stephen Cootey_____
Name: Stephen Cootey
Title: Chief Financial Officer, SVP and Treasurer

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/ Stephen Cootey_____
Name: Stephen Cootey
Title: Chief Financial Officer, SVP 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/ Stephen Cootey_____
Name: Stephen Cootey
Title: Chief Financial Officer, SVP and Treasurer

WYNN LAS VEGAS CAPITAL CORP.,
a Nevada corporation

By: /s/ Stephen Cootey_____
Name: Stephen Cootey
Title: Chief Financial Officer, SVP and Treasurer

WYNN GOLF, LLC,
a Nevada limited liability company

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

By: /s/ Stephen Cootey_____
Name: Stephen Cootey
Title: Chief Financial Officer, SVP 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/ Stephen Cootey_____
Name: Stephen Cootey
Title: Chief Financial Officer, SVP and Treasurer

LAS VEGAS JET, LLC,
a Nevada limited liability company

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

By: /s/ Stephen Cootey_____
Name: Stephen Cootey
Title: Chief Financial Officer, SVP 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/ Stephen Cootey_____

Name: Stephen Cootey

Title: Chief Financial Officer, SVP and Treasurer

Exhibit A

1. Wynn Show Performers, LLC, a Nevada limited liability company.
2. Wynn Las Vegas Capital Corp., a Nevada corporation.
3. Wynn Golf, LLC, a Nevada limited liability company.
4. World Travel, LLC, a Nevada limited liability company.
5. Las Vegas Jet, LLC, a Nevada limited liability company.
6. Wynn Sunrise, LLC, a Nevada limited liability company.