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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 10-Q**

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2018

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File No. 000-50028

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**WYNN RESORTS, LIMITED**

(Exact name of registrant as specified in its charter)

NEVADA  
(State or other jurisdiction of  
incorporation or organization)

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

3131 Las Vegas Boulevard South - Las Vegas, Nevada 89109

(Address of principal executive offices) (Zip Code)

(702) 770-7555

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days: Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class  
Common stock, \$0.01 par value

Outstanding at July 31, 2018  
108,643,901

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**WYNN RESORTS, LIMITED AND SUBSIDIARIES**  
**FORM 10-Q**  
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**Part I. FINANCIAL INFORMATION**
**Item 1. Financial Statements**

**WYNN RESORTS, LIMITED AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED BALANCE SHEETS**  
(in thousands, except share data)

	June 30, 2018	December 31, 2017
	(unaudited)	
<b>ASSETS</b>		
<b>Current assets:</b>		
Cash and cash equivalents	\$ 1,445,163	\$ 2,804,474
Investment securities	59,670	166,773
Receivables, net	230,114	224,128
Inventories	66,765	71,636
Prepaid expenses and other	86,746	156,773
<b>Total current assets</b>	<b>1,888,458</b>	<b>3,423,784</b>
Property and equipment, net	9,053,922	8,498,756
Restricted cash	3,810	2,160
Investment securities	72,083	160,682
Intangible assets, net	224,008	123,705
Deferred income taxes, net	357,566	240,533
Other assets	216,709	232,119
<b>Total assets</b>	<b>\$ 11,816,556</b>	<b>\$ 12,681,739</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>Current liabilities:</b>		
Accounts and construction payables	\$ 247,390	\$ 285,437
Customer deposits	839,721	1,049,629
Gaming taxes payable	196,405	211,600
Accrued compensation and benefits	137,183	140,450
Accrued interest	58,860	94,695
Current portion of long-term debt	179,075	62,690
Other accrued liabilities	88,185	85,789
<b>Total current liabilities</b>	<b>1,746,819</b>	<b>1,930,290</b>
Long-term debt	8,133,602	9,565,936
Other long-term liabilities	116,540	107,163
<b>Total liabilities</b>	<b>9,996,961</b>	<b>11,603,389</b>
<b>Commitments and contingencies (Note 13)</b>		
<b>Stockholders' equity:</b>		
Preferred stock, par value \$0.01; 40,000,000 shares authorized; zero shares issued and outstanding	—	—
Common stock, par value \$0.01; 400,000,000 shares authorized; 122,031,288 and 116,391,753 shares issued; 108,642,371 and 103,005,866 shares outstanding, respectively	1,220	1,164
Treasury stock, at cost; 13,388,917 and 13,385,887 shares, respectively	(1,184,967)	(1,184,468)
Additional paid-in capital	2,435,720	1,497,928
Accumulated other comprehensive loss	(1,938)	(1,845)
Retained earnings	462,950	635,067
<b>Total Wynn Resorts, Limited stockholders' equity</b>	<b>1,712,985</b>	<b>947,846</b>
Noncontrolling interests	106,610	130,504
<b>Total stockholders' equity</b>	<b>1,819,595</b>	<b>1,078,350</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 11,816,556</b>	<b>\$ 12,681,739</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**WYNN RESORTS, LIMITED AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
(in thousands, except per share data)  
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
	(as adjusted)		(as adjusted)	
<b>Operating revenues:</b>				
Casino	\$ 1,100,027	\$ 1,001,828	\$ 2,342,166	\$ 1,991,568
Rooms	186,051	164,940	376,361	333,764
Food and beverage	214,867	204,294	387,089	368,827
Entertainment, retail and other	104,479	101,830	215,386	202,490
<b>Total operating revenues</b>	<b>1,605,424</b>	<b>1,472,892</b>	<b>3,321,002</b>	<b>2,896,649</b>
<b>Operating expenses:</b>				
Casino	707,194	648,616	1,471,595	1,278,412
Rooms	63,675	62,021	126,872	122,788
Food and beverage	168,296	154,744	305,954	286,512
Entertainment, retail and other	46,589	46,927	94,619	93,992
General and administrative	183,631	164,169	353,216	324,131
Litigation settlement	—	—	463,557	—
Benefit for doubtful accounts	(1,390)	(2,083)	(699)	(6,249)
Pre-opening	11,196	6,758	21,541	12,537
Depreciation and amortization	137,870	137,686	274,227	277,506
Property charges and other	8,791	7,165	11,842	10,201
<b>Total operating expenses</b>	<b>1,325,852</b>	<b>1,226,003</b>	<b>3,122,724</b>	<b>2,399,830</b>
<b>Operating income</b>	<b>279,572</b>	<b>246,889</b>	<b>198,278</b>	<b>496,819</b>
<b>Other income (expense):</b>				
Interest income	6,861	7,080	14,081	13,551
Interest expense, net of amounts capitalized	(89,898)	(97,739)	(188,125)	(196,001)
Change in interest rate swap fair value	—	(283)	—	(1,054)
Change in Redemption Note fair value	—	(12,417)	(69,331)	(28,264)
Gain (loss) on extinguishment of debt	—	(22,287)	2,329	(22,287)
Other	(957)	(11,840)	(10,177)	(17,947)
<b>Other income (expense), net</b>	<b>(83,994)</b>	<b>(137,486)</b>	<b>(251,223)</b>	<b>(252,002)</b>
<b>Income (loss) before income taxes</b>	<b>195,578</b>	<b>109,403</b>	<b>(52,945)</b>	<b>244,817</b>
Benefit (provision) for income taxes	9,702	(2,607)	120,747	(5,497)
<b>Net income</b>	<b>205,280</b>	<b>106,796</b>	<b>67,802</b>	<b>239,320</b>
Less: net income attributable to noncontrolling interests	(49,524)	(31,880)	(116,353)	(63,589)
<b>Net income (loss) attributable to Wynn Resorts, Limited</b>	<b>\$ 155,756</b>	<b>\$ 74,916</b>	<b>\$ (48,551)</b>	<b>\$ 175,731</b>
Basic and diluted net income (loss) per common share:				
Net income (loss) attributable to Wynn Resorts, Limited:				
Basic	\$ 1.44	\$ 0.73	\$ (0.46)	\$ 1.73
Diluted	\$ 1.44	\$ 0.73	\$ (0.46)	\$ 1.72
Weighted average common shares outstanding:				
Basic	107,792	101,944	105,195	101,851
Diluted	108,405	102,494	105,195	102,274
Dividends declared per common share	\$ 0.75	\$ 0.50	\$ 1.25	\$ 1.00

The accompanying notes are an integral part of these condensed consolidated financial statements.

**WYNN RESORTS, LIMITED AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
(in thousands)  
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
Net income	\$ 205,280	\$ 106,796	\$ 67,802	\$ 239,320
Other comprehensive income (loss):				
Foreign currency translation adjustments, before and after tax	(115)	(2,583)	(1,946)	(3,754)
Change in net unrealized loss on investment securities, before and after tax	19	87	1,311	158
Redemption Note credit risk adjustment, net of tax of \$2,735	—	—	9,211	—
<b>Total comprehensive income</b>	<b>205,184</b>	<b>104,300</b>	<b>76,378</b>	<b>235,724</b>
Less: comprehensive income attributable to noncontrolling interests	(49,492)	(31,161)	(115,811)	(62,545)
<b>Comprehensive income (loss) attributable to Wynn Resorts, Limited</b>	<b>\$ 155,692</b>	<b>\$ 73,139</b>	<b>\$ (39,433)</b>	<b>\$ 173,179</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**WYNN RESORTS, LIMITED AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY**  
(in thousands, except share data)  
(unaudited)

	Common stock			Additional paid-in capital	Accumulated other comprehensive loss	Retained earnings	Total Wynn Resorts, Ltd. stockholders' equity	Noncontrolling interests	Total stockholders' equity
	Shares outstanding	Par value	Treasury stock						
<b>Balances, January 1, 2018</b>	103,005,866	\$ 1,164	\$ (1,184,468)	\$ 1,497,928	\$ (1,845)	\$ 635,067	\$ 947,846	\$ 130,504	\$ 1,078,350
Cumulative credit risk adjustment	—	—	—	—	(9,211)	9,211	—	—	—
Net income	—	—	—	—	—	(48,551)	(48,551)	116,353	67,802
Currency translation adjustment	—	—	—	—	(1,404)	—	(1,404)	(542)	(1,946)
Change in net unrealized loss on investment securities	—	—	—	—	1,311	—	1,311	—	1,311
Redemption Note settlement	—	—	—	—	9,211	—	9,211	—	9,211
Issuance of common stock	5,300,000	53	—	915,160	—	—	915,213	—	915,213
Issuance of restricted stock	242,139	2	—	1,297	—	—	1,299	501	1,800
Cancellation of restricted stock	(15,194)	—	—	—	—	—	—	—	—
Exercise of stock options	112,590	1	—	10,065	—	—	10,066	506	10,572
Shares repurchased by the Company and held as treasury shares	(3,030)	—	(499)	—	—	—	(499)	—	(499)
Cash dividends declared	—	—	—	—	—	(132,777)	(132,777)	(138,325)	(271,102)
Distribution to noncontrolling interest	—	—	—	—	—	—	—	(3,852)	(3,852)
Stock-based compensation	—	—	—	11,270	—	—	11,270	1,465	12,735
<b>Balances, June 30, 2018</b>	<b>108,642,371</b>	<b>\$ 1,220</b>	<b>\$ (1,184,967)</b>	<b>\$ 2,435,720</b>	<b>\$ (1,938)</b>	<b>\$ 462,950</b>	<b>\$ 1,712,985</b>	<b>\$ 106,610</b>	<b>\$ 1,819,595</b>

The accompanying notes are an integral part of these condensed consolidated financial statements.

**WYNN RESORTS, LIMITED AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in thousands)  
(unaudited)

	Six Months Ended June 30,	
	2018	2017 (as adjusted)
<b>Cash flows from operating activities:</b>		
Net income	\$ 67,802	\$ 239,320
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	274,227	277,506
Deferred income taxes	(119,768)	4,580
Stock-based compensation expense	16,930	18,787
Amortization of debt issuance costs	17,609	12,345
Loss on extinguishment of debt	2,166	22,287
Benefit for doubtful accounts	(699)	(6,249)
Change in interest rate swap fair value	—	1,054
Change in Redemption Note fair value	69,331	28,264
Property charges and other	25,569	25,409
Increase (decrease) in cash from changes in:		
Receivables, net	(5,640)	28,669
Inventories and prepaid expenses and other	(2,336)	(914)
Customer deposits	(206,729)	181,112
Accounts payable and accrued expenses	(85,160)	(28,618)
<b>Net cash provided by operating activities</b>	<b>53,302</b>	<b>803,552</b>
<b>Cash flows from investing activities:</b>		
Capital expenditures, net of construction payables and retention	(841,924)	(392,575)
Purchase of investment securities	(34,098)	(133,461)
Proceeds from sale or maturity of investment securities	227,668	121,697
Purchase of intangible assets and other assets	(101,477)	(13,161)
Proceeds from sale of assets	1,413	20,214
<b>Net cash used in investing activities</b>	<b>(748,418)</b>	<b>(397,286)</b>
<b>Cash flows from financing activities:</b>		
Proceeds from issuance of long-term debt	1,673,605	1,030,056
Repayments of long-term debt	(3,028,786)	(1,359,961)
Distribution to noncontrolling interests	(3,852)	(2,534)
Proceeds from note receivable from sale of ownership interest in subsidiary	75,000	—
Income taxes paid from sale of ownership interest of subsidiary	—	(25,176)
Proceeds from issuance of common stock, net of issuance costs	915,213	—
Repurchase of common stock	(499)	(8,489)
Proceeds from exercise of stock options	10,572	26,547
Dividends paid	(270,021)	(179,568)
Payments for financing costs	(29,480)	(40,308)
<b>Net cash used in financing activities</b>	<b>(658,248)</b>	<b>(559,433)</b>
<b>Effect of exchange rate on cash, cash equivalents and restricted cash</b>	<b>(4,297)</b>	<b>(3,943)</b>
<b>Cash, cash equivalents and restricted cash:</b>		
<b>Decrease in cash, cash equivalents and restricted cash</b>	<b>(1,357,661)</b>	<b>(157,110)</b>
<b>Balance, beginning of period</b>	<b>2,806,634</b>	<b>2,645,945</b>
<b>Balance, end of period</b>	<b>\$ 1,448,973</b>	<b>\$ 2,488,835</b>
<b>Supplemental cash flow disclosures:</b>		
Cash paid for interest, net of amounts capitalized	\$ 206,351	\$ 211,350
Stock-based compensation capitalized into construction	\$ 9	\$ 32
Liability settled with shares of common stock	\$ 1,800	\$ 19,225
Change in accounts and construction payables related to property and equipment	\$ 2,080	\$ 4,974
Change in dividends payable on unvested restricted stock included in other accrued liabilities	\$ 1,081	\$ 135

The accompanying notes are an integral part of these condensed consolidated financial statements.





**WYNN RESORTS, LIMITED AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
**(Unaudited)**

**Note 1 - Organization and Basis of Presentation***Organization*

Wynn Resorts, Limited, a Nevada corporation (together with its subsidiaries, "Wynn Resorts" or the "Company") is a developer, owner and operator of destination casino resorts (integrated resorts). In the Macau Special Administrative Region of the People's Republic of China ("Macau"), the Company owns approximately 72% of Wynn Macau, Limited ("WML"), which includes the operations of the Wynn Macau and Wynn Palace resorts (collectively, the "Macau Operations"). In Las Vegas, Nevada, the Company operates and, with the exception of the retail space described below, owns 100% of Wynn Las Vegas, which it also refers to as its Las Vegas Operations.

*Macau Operations*

Wynn Macau features two luxury hotel towers with a total of 1,008 guest rooms and suites, approximately 273,000 square feet of casino space, eight food and beverage outlets, approximately 31,000 square feet of meeting and convention space, approximately 59,000 square feet of retail space, a rotunda show and recreation and leisure facilities.

Wynn Palace features a luxury hotel tower with 1,706 guest rooms, suites and villas, approximately 424,000 square feet of casino space, 11 food and beverage outlets, approximately 37,000 square feet of meeting and convention space, approximately 106,000 square feet of retail space, public attractions, including a performance lake and floral art displays, and recreation and leisure facilities.

*Las Vegas Operations*

Wynn Las Vegas features two luxury hotel towers with a total of 4,748 guest rooms, suites and villas, approximately 192,000 square feet of casino space, 33 food and beverage outlets, approximately 290,000 square feet of meeting and convention space, approximately 106,000 square feet of retail space (the majority of which is owned and operated under a joint venture of which the Company owns 50.1%), as well as two theaters, three nightclubs and a beach club, and recreation and leisure facilities.

In December 2016, the Company entered into a joint venture arrangement (the "Retail Joint Venture") with Crown Acquisitions Inc. ("Crown") to own and operate approximately 88,000 square feet of existing retail space. In November 2017, the Company contributed approximately 74,000 square feet of additional retail space to the Retail Joint Venture, the majority of which is currently under construction at Wynn Las Vegas. The Company expects to open the additional retail space in the fourth quarter of 2018. For more information on the Retail Joint Venture, see Note 12, "Retail Joint Venture."

*Development Projects*

The Company is currently constructing Encore Boston Harbor, an integrated resort in Everett, Massachusetts, adjacent to Boston along the Mystic River. The resort will contain a hotel, a waterfront boardwalk, meeting and convention space, casino space, a spa, retail offerings and food and beverage outlets. The Company expects to open Encore Boston Harbor in mid-2019.

The Company has begun construction activities for the re-development of the Wynn Las Vegas golf course, which the Company closed in the fourth quarter of 2017. Phase 1 of the project is expected to include a lagoon and additional meeting and convention space. The Company expects to open the additional meeting and convention space in the first quarter of 2020.

*Basis of Presentation*

The accompanying condensed consolidated financial statements have been prepared by the Company pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC"). Certain information and footnote disclosures normally included in financial statements prepared in accordance with U.S. generally accepted accounting principles ("GAAP") have been condensed or omitted pursuant to such rules and regulations, although the Company believes that the disclosures herein are adequate to make the information presented not misleading. In the opinion of management, all adjustments (which, except as otherwise described in Note 2 below, include only normal recurring adjustments) necessary for a fair presentation of the results for the interim periods have been made. The results for the three and six months ended June 30, 2018 are not necessarily indicative of results to be expected for the full fiscal year. These condensed consolidated financial statements should

be read in conjunction with the consolidated financial statements and notes thereto in the Company's Annual Report on Form 10-K for the year ended December 31, 2017.

## Note 2 - Summary of Significant Accounting Policies

### Principles of Consolidation

The accompanying condensed consolidated financial statements include the accounts of the Company, its majority-owned subsidiaries and entities the Company identifies as a variable interest entity ("VIE") for which the Company is determined to be the primary beneficiary. For information on the Company's VIEs, see Note 12, "Retail Joint Venture." All intercompany accounts and transactions have been eliminated. Certain prior period amounts have been reclassified to be consistent with current year presentation. Such reclassifications relate to the adoption of new accounting guidance as further described below in "Recently Adopted Accounting Standards" and had no effect on the previously reported net income.

### Cash, Cash Equivalents and Restricted Cash

Cash and cash equivalents consist of highly liquid investments with original maturities of three months or less and include both U.S. dollar-denominated and foreign-currency denominated securities. Cash equivalents are carried at cost, which approximates fair value.

Cash, cash equivalents and restricted cash consisted of the following (in thousands):

	June 30, 2018	December 31, 2017
<b>Cash and cash equivalents:</b>		
Cash (1)	\$ 671,310	\$ 2,354,244
Cash equivalents (2)	773,853	450,230
	<b>1,445,163</b>	<b>2,804,474</b>
Restricted cash (3)	3,810	2,160
<b>Total cash, cash equivalents and restricted cash</b>	<b>\$ 1,448,973</b>	<b>\$ 2,806,634</b>

(1) Cash consists of cash on hand and bank deposits.

(2) Cash equivalents consist of bank time deposits and money market funds.

(3) Restricted cash consists of cash collateral associated with an obligation and cash held in a trust in accordance with WML's share award plan.

### Investment Securities

Investment securities consist of domestic and foreign short-term and long-term investments in corporate bonds reported at fair value, with unrealized gains and losses, net of tax, reported in other comprehensive income (loss). Short-term investments have a maturity date of less than one year and long-term investments are those with a maturity date greater than one year. The Company limits the amount of exposure to any one issuer with the objective of minimizing the potential risk of principal loss. Management determines the appropriate classification of its securities at the time of purchase and reevaluates such designation as of each balance sheet date. Adjustments are made for amortization of premiums and accretion of discounts to maturity computed under the effective interest method. Such amortization is included in interest income together with realized gains and losses and the stated interest on such securities.

### Accounts Receivable and Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of casino accounts receivable. The Company issues credit in the form of "markers" to approved casino customers following investigations of creditworthiness. As of June 30, 2018 and December 31, 2017, approximately 82.2% and 81.7%, respectively, of the Company's markers were due from customers residing outside the United States, primarily in Asia. Business or economic conditions or other significant events in these countries could affect the collectability of such receivables.

Accounts receivable, including casino and hotel receivables, are typically non-interest bearing and are initially recorded at cost. An estimated allowance for doubtful accounts is maintained to reduce the Company's receivables to their carrying amount, which approximates fair value. The allowance estimate reflects specific review of customer accounts and outstanding gaming promoter accounts as well as management's experience with historical and current collection trends and current economic and

**WYNN RESORTS, LIMITED AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)**  
**(Unaudited)**

business conditions. Accounts are written off when management deems them to be uncollectible. Recoveries of accounts previously written off are recorded when received.

Receivables, net consisted of the following (in thousands):

	June 30, 2018	December 31, 2017
Casino	\$ 182,030	\$ 173,664
Hotel	21,654	22,487
Other	54,981	58,577
	<b>258,665</b>	<b>254,728</b>
Less: allowance for doubtful accounts	(28,551)	(30,600)
	<b>\$ 230,114</b>	<b>\$ 224,128</b>

#### *Derivative Financial Instruments*

Derivative financial instruments are used to manage interest rate and foreign currency exposures. These derivative financial instruments include interest rate swaps and foreign currency forward contracts. The fair value of derivative financial instruments is recognized as an asset or liability at each balance sheet date, with changes in fair value affecting net income as the Company's derivative financial instruments do not qualify for hedge accounting.

#### *Redemption Note*

On February 18, 2012, pursuant to its articles of incorporation, the Company redeemed and canceled all Aruze USA, Inc.'s ("Aruze") 24,549,222 shares of Wynn Resorts' common stock. In connection with the redemption of the shares, the Company issued a promissory note (the "Redemption Note") with a principal amount of \$1.94 billion, a maturity date of February 18, 2022 and an interest rate of 2% per annum, payable annually in arrears on each anniversary of the date of the Redemption Note. The Redemption Note was recorded at fair value in accordance with applicable accounting guidance. The Company repaid the principal amount in full on March 30, 2018. As of December 31, 2017, the fair value of the Redemption Note was \$1.88 billion.

In determining this fair value, the Company estimated the Redemption Note's present value using discounted cash flows with a probability weighted expected return for redemption assumptions and a discount rate, which included time value and non-performance risk adjustments commensurate with the risk of the Redemption Note.

Considerations for the redemption assumptions included the stated maturity of the Redemption Note, uncertainty of the related cash flows, as well as potential effects of the following: uncertainties surrounding the potential outcome and timing of litigation with Aruze, Universal Entertainment Corporation and Mr. Kazuo Okada (collectively, the "Okada Parties") (see Note 13, "Commitments and Contingencies"); the outcome of ongoing investigations of Aruze by the U.S. Attorney's Office, the U.S. Department of Justice and the Nevada Gaming Control Board; and other potential legal and regulatory actions. In addition, in the furtherance of various future business objectives, the Company considered its ability, at its sole option, to prepay the Redemption Note at any time in accordance with its terms without penalty. Accordingly, the Company reasonably determined that the estimated life of the Redemption Note could be less than its contractual life.

In determining the appropriate discount rate to be used to calculate the estimated present value, the Company considered the Redemption Note's subordinated position and credit risk relative to all other debt in the Company's capital structure and credit ratings associated with the Company's traded debt. Observable inputs for the risk free rate were based on Federal Reserve rates for U.S. Treasury securities and the credit risk spread was based on a yield curve index of similarly rated debt.

#### *Revenue Recognition*

The Company's revenue contracts with customers consist of casino wagers and sales of rooms, food and beverage, entertainment, retail and other goods and services.

Gross casino revenues are measured by the aggregate net difference between gaming wins and losses. The Company applies a practical expedient by accounting for its casino wagering transactions on a portfolio basis versus an individual basis as all wagers have similar characteristics. Commissions rebated to customers either directly or indirectly through games promoters

**WYNN RESORTS, LIMITED AND SUBSIDIARIES**  
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and cash discounts and other cash incentives earned by customers are recorded as a reduction of casino revenues. In addition to the wager, casino transactions typically include performance obligations related to complimentary goods or services provided to incentivize future gaming or in exchange for points earned under the Company's loyalty programs.

For casino transactions that include complimentary goods or services provided by the Company to incentivize future gaming, the Company allocates the standalone selling price of each good or service to the appropriate revenue type based on the good or service provided. Complimentary goods or services that are provided under the Company's control and discretion and supplied by third parties, are recorded as an operating expense.

The Company offers loyalty programs at both its Macau Operations and its Las Vegas Operations. Under the program at its Macau Operations, customers earn points based on their level of table games and slots play, which can be redeemed for free play, gifts and complimentary goods or services provided by the Company. Under the program at its Las Vegas Operations, customers earn points based on their level of slots play, which can be redeemed for free play. For casino transactions that include points earned under the Company's loyalty programs, the Company defers a portion of the revenue by recording the estimated standalone selling price of the earned points that are expected to be redeemed as a liability. Upon redemption of the points for Company-owned goods or services, the standalone selling price of each good or service is allocated to the appropriate revenue type based on the good or service provided. Upon the redemption of the points with third parties, the redemption amount is deducted from the liability and paid directly to the third party.

After allocating amounts to the complimentary goods or services provided and to the points earned under the Company's loyalty programs, the residual amount is recorded as casino revenue when the wager is settled.

The transaction price for rooms, food and beverage, entertainment, retail and other transactions is the net amount collected from the customer for such goods and services and is recorded as revenue when the goods are provided, services are performed or events are held. Sales tax and other applicable taxes collected by the Company are excluded from revenues. Advance deposits on rooms and advance ticket sales are performance obligations that are recorded as customer deposits until services are provided to the customer. Revenues from contracts with multiple goods or services are allocated to each good or service based on its relative standalone selling price. Entertainment, retail and other revenue also includes lease revenue, which is recognized on a time proportion basis over the lease term. Contingent lease revenue is recognized when the right to receive such revenue is established according to the lease agreements.

#### *Gaming Taxes*

The Company is subject to taxes based on gross gaming revenues in the jurisdictions in which it operates, subject to applicable jurisdictional adjustments, which taxes are recorded as casino expenses in the accompanying Condensed Consolidated Statements of Operations. These taxes totaled \$561.8 million and \$516.1 million for the three months ended June 30, 2018 and 2017, respectively, and \$1.17 billion and \$1.01 billion for the six months ended June 30, 2018 and 2017, respectively.

#### *Comprehensive Income (Loss) and Accumulated Other Comprehensive Loss*

Comprehensive income (loss) includes net income and all other non-stockholder changes in equity, or other comprehensive income (loss). Components of the Company's comprehensive income (loss) are reported in the accompanying Condensed Consolidated Statements of Stockholders' Equity and Condensed Consolidated Statements of Comprehensive Income (Loss).

**WYNN RESORTS, LIMITED AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)**  
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The following table presents the changes by component, net of tax and noncontrolling interests, in accumulated other comprehensive loss of the Company (in thousands):

	Foreign currency translation	Unrealized loss on investment securities	Redemption Note	Accumulated other comprehensive loss
January 1, 2018	\$ (553)	\$ (1,292)	\$ —	\$ (1,845)
Cumulative credit risk adjustment (1)	—	—	(9,211)	(9,211)
Change in net unrealized loss	(1,404)	(1,491)	7,690	4,795
Amounts reclassified to net income (2)	—	2,802	1,521	4,323
<b>Other comprehensive income (loss)</b>	<b>(1,404)</b>	<b>1,311</b>	<b>9,211</b>	<b>9,118</b>
<b>June 30, 2018</b>	<b>\$ (1,957)</b>	<b>\$ 19</b>	<b>\$ —</b>	<b>\$ (1,938)</b>

(1) On January 1, 2018, the Company adopted Accounting Standards Update ("ASU") No. 2016-01, *Financial Instruments*. The adjustment to the beginning balance represents the cumulative effect of the change in instrument-specific credit risk on the Redemption Note. See "Recently Adopted Accounting Standards—Financial Instruments" below for additional information.

(2) The amounts reclassified to net income include \$1.8 million for other-than-temporary impairment losses and \$1.0 million in realized losses, both related to investment securities, and a \$1.5 million realized gain related to the repayment of the Redemption Note.

#### *Fair Value Measurements*

The Company measures certain of its financial assets and liabilities at fair value on a recurring basis pursuant to accounting standards for fair value measurements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. These accounting standards establish a three-tier fair value hierarchy, which prioritizes the inputs used to measure fair value. These tiers include:

- **Level 1** - Observable inputs such as quoted prices in active markets.
- **Level 2** - Inputs other than quoted prices in active markets that are either directly or indirectly observable.
- **Level 3** - Unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions.

**WYNN RESORTS, LIMITED AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)**  
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The following tables present assets and liabilities carried at fair value (in thousands):

	June 30, 2018	Fair Value Measurements Using:		
		Quoted Market Prices in Active Markets (Level 1)	Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)
<b>Assets:</b>				
Cash equivalents	\$ 773,853	\$ 44	\$ 773,809	—
Available-for-sale securities	\$ 131,753	—	\$ 131,753	—
Restricted cash	\$ 3,810	2,001	\$ 1,809	—

	December 31, 2017	Fair Value Measurements Using:		
		Quoted Market Prices in Active Markets (Level 1)	Other Observable Inputs (Level 2)	Unobservable Inputs (Level 3)
<b>Assets:</b>				
Cash equivalents	\$ 450,230	\$ 11,200	\$ 439,030	—
Available-for-sale securities	\$ 327,455	—	\$ 327,455	—
Restricted cash	\$ 2,160	—	\$ 2,160	—
<b>Liabilities:</b>				
Redemption Note	\$ 1,879,058	—	\$ 1,879,058	—

*Recently Adopted Accounting Standards*

*Revenue Recognition Standard*

In May 2014, the Financial Accounting Standards Board ("FASB") issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which amends the existing revenue recognition guidance and creates a new topic for Revenue from Contracts with Customers. The guidance provides that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods and services. This guidance also substantially revises required interim and annual disclosures. The Company adopted the guidance on January 1, 2018, which resulted in the following significant impacts on its Condensed Consolidated Financial Statements:

- The promotional allowances line item was eliminated from the Condensed Consolidated Statements of Operations with the majority of the amount being netted against casino revenues.
- The estimated cost of providing complimentary goods or services will no longer be allocated primarily to casino expenses from other operating departments as the new guidance requires revenues and expenses associated with providing complimentary goods or services to be classified based on the goods or services provided.
- The portion of junket commissions previously recorded as a casino expense is now recorded as a reduction of casino revenue.
- Mandatory service charges on food and beverage are now recorded on a gross basis with the amount received from the customer recorded as food and beverage revenue and the corresponding amount paid to employees recorded as food and beverage expense.

Certain prior period amounts have been adjusted to reflect the full retrospective adoption of the guidance. There was no impact on the Company's financial condition, operating income or net income.

**WYNN RESORTS, LIMITED AND SUBSIDIARIES**  
**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (continued)**  
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The table below provides a reconciliation of amounts previously reported and the resulting impacts from the adoption of the new revenue recognition guidance (in thousands):

	Three Months Ended June 30, 2017		
	As Previously Reported	Adoption of ASC 606	As Adjusted
Gross revenues	\$ 1,638,760	\$ (165,868)	\$ 1,472,892
Promotional allowances	(109,499)	109,499	—
<b>Operating revenues</b>	<b>1,529,261</b>	<b>(56,369)</b>	<b>1,472,892</b>
Operating expenses	1,282,372	(56,369)	1,226,003
<b>Operating income</b>	<b>\$ 246,889</b>	<b>\$ —</b>	<b>\$ 246,889</b>

	Six Months Ended June 30, 2017		
	As Previously Reported	Adoption of ASC 606	As Adjusted
Gross revenues	\$ 3,225,996	\$ (329,347)	\$ 2,896,649
Promotional allowances	(221,055)	221,055	—
<b>Operating revenues</b>	<b>3,004,941</b>	<b>(108,292)</b>	<b>2,896,649</b>
Operating expenses	2,508,122	(108,292)	2,399,830
<b>Operating income</b>	<b>\$ 496,819</b>	<b>\$ —</b>	<b>\$ 496,819</b>

#### *Financial Instruments*

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments - Overall (Subtopic 824-10): Recognition and Measurement of Financial Assets and Financial Liabilities*, which requires equity investments to be measured at fair value with changes in fair value recognized through net income (other than those accounted for under the equity method of accounting or those that result in consolidation of the investee). The update also requires an entity to present separately in other comprehensive income the portion of the total change in the fair value of a liability resulting from a change in the instrument-specific credit risk when the entity has elected to measure the liability at fair value in accordance with the fair value option for financial instruments. This update eliminates the requirement to disclose the methods and significant assumptions used to estimate the fair value that is required to be disclosed for financial instruments measured at amortized cost on the balance sheet for public business entities. The Company adopted this guidance on January 1, 2018, which resulted in a \$9.2 million cumulative unrealized loss, net of tax, being recorded to accumulated other comprehensive loss with a corresponding increase to retained earnings. The adjustment represents the portion of the cumulative change in the Redemption Note fair value resulting from the change in the instrument-specific credit risk previously included in other income (expense) on the Condensed Consolidated Statements of Operations.

#### *Restricted Cash*

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows - Restricted Cash (Topic 230)*, which amends the existing guidance relating to the disclosure of restricted cash and restricted cash equivalents on the statement of cash flows. The ASU requires that amounts generally described as restricted cash or restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. The Company adopted this guidance on January 1, 2018 on a retrospective basis and the updated disclosures are reflected for the periods presented in the Condensed Consolidated Statements of Cash Flows. For the six months ended June 30, 2017, the change in restricted cash of \$190.4 million was previously reported within net cash used in financing activities.

**WYNN RESORTS, LIMITED AND SUBSIDIARIES**  
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*Accounting Standards Issued But Not Yet Adopted*

*Leases*

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which amends the existing guidance relating to the definition of a lease, recognition of lease assets and lease liabilities on the balance sheet, and the disclosure of key information about leasing activities. Under the new guidance, lessees will be required to recognize a right-of-use asset and lease liability on the balance sheet, measured on a discounted basis. Operating leases are currently not recognized on the balance sheet. Lessor accounting will remain largely unchanged, other than certain targeted improvements intended to align lessor accounting with the lessee accounting model and with the updated revenue recognition guidance. The ASU will be effective for the Company on January 1, 2019, with early adoption permitted. The Company is currently assessing the impact the guidance will have on its Consolidated Financial Statements and related disclosures, and expects this guidance to increase lease assets and lease liabilities on the balance sheet.

**Note 3 - Earnings Per Share**

Basic earnings per share ("EPS") is computed by dividing net income (loss) attributable to Wynn Resorts, Limited by the weighted average number of common shares outstanding during the period. Diluted EPS is computed by dividing net income (loss) attributable to Wynn Resorts, Limited by the weighted average number of common shares outstanding during the period increased to include the number of additional shares of common stock that would have been outstanding if the potential dilutive securities had been issued. Potentially dilutive securities include outstanding stock options and unvested restricted stock.

The weighted average number of common and common equivalent shares used in the calculation of basic and diluted EPS consisted of the following (in thousands, except per share amounts):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
<b>Numerator:</b>				
<b>Net income (loss) attributable to Wynn Resorts, Limited</b>	<b>\$ 155,756</b>	<b>\$ 74,916</b>	<b>\$ (48,551)</b>	<b>\$ 175,731</b>
<b>Denominator:</b>				
Weighted average common shares outstanding	107,792	101,944	105,195	101,851
Potential dilutive effect of stock options and restricted stock	613	550	—	423
<b>Weighted average common and common equivalent shares outstanding</b>	<b>108,405</b>	<b>102,494</b>	<b>105,195</b>	<b>102,274</b>
Net income (loss) attributable to Wynn Resorts, Limited per common share, basic	\$ 1.44	\$ 0.73	\$ (0.46)	\$ 1.73
Net income (loss) attributable to Wynn Resorts, Limited per common share, diluted	\$ 1.44	\$ 0.73	\$ (0.46)	\$ 1.72
Anti-dilutive stock options and restricted stock excluded from the calculation of diluted net income per share	111	108	1,160	153



**WYNN RESORTS, LIMITED AND SUBSIDIARIES**  
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**Note 4 - Investment Securities**

Investment securities consisted of the following (in thousands):

As of June 30, 2018	Amortized cost	Gross unrealized gains	Gross unrealized losses	Fair value (net carrying amount)
Domestic and foreign corporate bonds	\$ 131,734	\$ 19	\$ —	\$ 131,753
<b>As of December 31, 2017</b>				
Domestic and foreign corporate bonds	\$ 328,747	\$ 6	\$ (1,298)	\$ 327,455

The Company assesses for indicators of other-than-temporary impairment on a quarterly basis. The Company determines whether (i) it does not have the intent to sell any of these investments, and (ii) it will not likely be required to sell these investments prior to the recovery of the amortized cost. During the three and six months ended June 30, 2018, the Company determined it had an other-than-temporary impairment and recorded a loss of \$0.1 million and \$1.8 million, respectively.

The Company obtains pricing information in determining the fair value of its available-for-sale securities from independent pricing vendors. Based on management's inquiries, the pricing vendors use various pricing models consistent with what other market participants would use. The assumptions and inputs used by the pricing vendors are derived from market observable sources including: reported trades, broker/dealer quotes, issuer spreads, benchmark curves, bids, offers and other market-related data. The Company has not made adjustments to such prices. Each quarter, the Company validates the fair value pricing methodology to determine the fair value is consistent with applicable accounting guidance and to confirm that the securities are classified properly in the fair value hierarchy. The Company compares the pricing received from its vendors to independent sources for the same or similar securities.

The fair values of these investment securities as of June 30, 2018, by contractual maturity, are as follows (in thousands):

Available-for-sale securities	Fair value
Due in one year or less	\$ 59,670
Due after one year through two years	60,332
Due after two years through three years	11,751
	<b>\$ 131,753</b>

**Note 5 - Property and Equipment, net**

Property and equipment, net consisted of the following (in thousands):

	June 30, 2018	December 31, 2017
Buildings and improvements	\$ 7,589,918	\$ 7,582,611
Land and improvements	1,125,484	853,738
Furniture, fixtures and equipment	2,247,463	2,211,974
Leasehold interests in land	312,861	314,068
Airplanes	158,840	158,840
Construction in progress	1,497,081	1,016,207
	<b>12,931,647</b>	<b>12,137,438</b>
Less: accumulated depreciation	(3,877,725)	(3,638,682)
	<b>\$ 9,053,922</b>	<b>\$ 8,498,756</b>

As of June 30, 2018 and December 31, 2017, construction in progress consisted primarily of costs capitalized, including interest, for the construction of Encore Boston Harbor.

*Land Acquisition*

During the first quarter of 2018, the Company acquired approximately 38 acres of land on the Las Vegas Strip directly across from Wynn Las Vegas for \$336.2 million, approximately 16 acres of which are subject to a ground lease that expires in 2097. The ground lease has annual payments of \$3.8 million until 2023 and total payments of \$370.7 million thereafter. The Company expects to use this land for future development.

In accordance with asset acquisition accounting standards, the Company allocated the purchase price to the identifiable assets acquired based on the relative fair value of each component. As a result, the Company recorded \$89.1 million of the purchase price as a definite-lived intangible asset, which represents the favorable terms of the assumed ground lease relative to the market. The Company will amortize this amount to rent expense on a straight-line basis over the remaining term of the ground lease.

**Note 6 - Long-Term Debt**

Long-term debt consisted of the following (in thousands):

June 30,

December 31,

**Macau Related:**

## Wynn Macau Credit Facilities:

Senior Term Loan Facility, due 2021	\$	2,294,864	\$	2,298,798
Senior Revolving Credit Facility, due 2020		623,345		—
4 7/8% Senior Notes, due 2024		600,000		600,000
5 1/2% Senior Notes, due 2027		750,000		750,000

**U.S. and Corporate Related:**

## Wynn America Credit Facilities:

Senior Term Loan Facility, due 2021		998,260		1,000,000
4 1/4% Senior Notes, due 2023		500,000		500,000
5 1/2% Senior Notes, due 2025		1,780,000		1,800,000
5 1/4% Senior Notes, due 2027		880,000		900,000
Redemption Price Promissory Note, due 2022		—		1,936,443
		<b>8,426,469</b>		<b>9,785,241</b>
Less: Unamortized debt issuance costs and original issue discounts and premium, net		(113,792)		(99,231)
Less: Redemption Note fair value adjustment		—		(57,384)
		<b>8,312,677</b>		<b>9,628,626</b>
Current portion of long-term debt		(179,075)		(62,690)
<b>Total long-term debt, net of current portion</b>	<b>\$</b>	<b>8,133,602</b>	<b>\$</b>	<b>9,565,936</b>

**Macau Related Debt***Wynn Macau Credit Facilities*

The Company's credit facilities include a \$2.30 billion equivalent fully funded senior secured term loan facility (the "Wynn Macau Senior Term Loan Facility") and a \$750 million equivalent senior secured revolving credit facility (the "Wynn Macau Senior Revolving Credit Facility," collectively, the "Wynn Macau Credit Facilities"). The borrower is Wynn Resorts (Macau) S.A. ("Wynn Macau SA"), an indirect wholly owned subsidiary of WML. As of June 30, 2018 and December 31, 2017, the weighted average interest rate was 3.81% and 3.16%, respectively. As of June 30, 2018, the Company had \$123.7 million of available borrowing capacity under the Wynn Macau Senior Revolving Credit Facility.

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### *WML Finance Revolving Credit Facility*

The Company's credit facilities include a HK\$3.87 billion (approximately \$493.2 million) cash-collateralized revolving credit facility ("WML Finance Credit Facility") under which WML Finance I, Limited, an indirect wholly owned subsidiary of WML, is the borrower. The WML Finance Credit Facility bears interest initially at 1.50% per annum, such rate calculated as the interest rate paid by the lender as the deposit bank for the cash collateral deposited and pledged with the lender plus a margin of 0.40%. As of June 30, 2018, the Company had no borrowings under the WML Finance Credit Facility. On July 18, 2018, the WML Finance Credit Facility matured with no outstanding borrowings.

### *U.S. and Corporate Related Debt*

#### *Bridge Facility*

On March 28, 2018, the Company entered into a credit agreement to provide for an \$800 million 364-day term loan (the "Bridge Facility"). The Company subsequently repaid all amounts borrowed under the Bridge Facility using net proceeds from the issuance of its common stock. See Note 7, "Stockholders' Equity" for additional information on the Company's issuance of common stock. The Bridge Facility bore interest at either LIBOR plus 2.75% per annum or base rate plus 1.75% per annum.

#### *Redemption Price Promissory Note*

On March 30, 2018, the Company used the net proceeds from the Bridge Facility, along with cash on hand and borrowings under its WA Senior Revolving Credit Facility (defined below) to repay the Redemption Note principal amount of \$1.94 billion pursuant to the Settlement Agreement and Mutual Release ("Settlement Agreement"). See Note 13, "Commitments and Contingencies—Litigation—Redemption Action and Counterclaim" for additional information on the Settlement Agreement.

#### *Wynn America Credit Facilities*

The Company's credit facilities include an \$875 million fully funded senior secured term loan facility (the "WA Senior Term Loan Facility I"), a \$125 million fully funded senior term loan facility (the "WA Senior Term Loan Facility II") and a \$375 million senior secured revolving credit facility (the "WA Senior Revolving Credit Facility," and collectively, the "Wynn America Credit Facilities"). The borrower is Wynn America, LLC, an indirect wholly owned subsidiary of the Company. In the second quarter of 2018, quarterly repayments of \$1.7 million commenced under the WA Senior Term Loan Facility I. As of June 30, 2018 and December 31, 2017, the interest rate was 3.85% and 3.32%, respectively. As of June 30, 2018, the Company had available borrowing capacity of \$357.3 million, net of \$17.7 million in outstanding letters of credit, under the WA Senior Revolving Credit Facility.

In the second quarter of 2017, the Company amended the Wynn America Credit Facilities to, among other things, extend the maturity of portions of the credit facilities. In connection with the amendment, the Company recorded a loss on extinguishment of debt of \$1.5 million.

#### *Wynn Las Vegas Senior Notes*

During the six months ended June 30, 2018, Wynn Resorts purchased \$20 million principal amount of the 5 1/2% Senior Notes due 2025 (the "2025 Notes") and \$20 million principal amount of the 5 1/4% Senior Notes due 2027 (the "2027 Notes") through open market purchases. As of June 30, 2018, Wynn Resorts holds this debt and has not contributed it to its wholly owned subsidiary, Wynn Las Vegas, LLC.

On March 20, 2018, Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp. (the "Issuers"), wholly owned subsidiaries of 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 1/4% Senior Notes due 2023 (the "2023 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. As part of executing the Supplemental Indenture, the Issuers paid \$25 million to consenting holders of the 2023 Notes. The Company accounted for this transaction as a modification and recorded the \$25 million as debt issuance costs on the Condensed Consolidated Balance Sheet.

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In the second quarter of 2017, the Issuers issued the 2027 Notes and executed a cash tender offer and subsequent redemption for the 5 3/8% First Mortgage Notes due 2022 (the "2022 Notes"). In connection with these transactions, the Company recorded a loss on extinguishment of debt of \$20.8 million.

#### *Retail Term Loan*

On July 25, 2018, Wynn/CA Plaza Property Owner, LLC and Wynn/CA Property Owner, LLC (collectively, the "Borrowers"), subsidiaries of the Retail Joint Venture, entered into a term loan agreement (the "Retail Term Loan Agreement") with United Overseas Bank Limited, New York Agency, as administrative agent and lead arranger, Fifth Third Bank, as joint lead arranger, Sumitomo Mitsui Banking Corporation, as joint lead arranger, Credit Agricole Corporate and Investment Bank, as managing agent, and the lenders party thereto.

The Retail Term Loan Agreement provides a term loan facility to the Borrowers in an aggregate principal amount of \$615 million (the "Retail Term Loan"). The Retail Term Loan matures on July 24, 2025 and bears interest at a rate of LIBOR plus 1.70% per annum. To mitigate interest rate risk, in connection with the Retail Term Loan, the Borrowers entered into an interest rate collar agreement with a LIBOR floor of 1.00% and a ceiling of 3.75%. The Borrowers distributed approximately \$589 million of the net proceeds of the Retail Term Loan to their members. The Company intends to use its portion of the net proceeds for the construction of Encore Boston Harbor and for other general corporate purposes.

The Retail Term Loan Agreement contains customary representation and warranties, cash sweeps, events of default and affirmative and negative covenants for debt facilities of this type, including, among other things, limitations on leasing matters, incurrence of indebtedness, distributions and transactions with affiliates. The Retail Term Loan is secured by substantially all of the assets of the Borrowers.

Pursuant to the Retail Term Loan Agreement, the Company is required to maintain a consolidated net worth (excluding its interest in the Borrowers) of not less than \$100 million during the term of the Retail Term Loan. In addition, pursuant to the Retail Term Loan Agreement, the Company will indemnify the lenders under the Retail Term Loan and be liable, in each case, for certain customary environmental and non-recourse carve out matters pursuant to a hazardous materials indemnity agreement and a recourse indemnity agreement, each entered into concurrently with the execution of the Retail Term Loan Agreement.

#### *Debt Covenant Compliance*

Management believes that as of June 30, 2018, the Company was in compliance with all debt covenants.

#### *Fair Value of Long-Term Debt*

The estimated fair value of the Company's long-term debt as of June 30, 2018 and December 31, 2017 was \$8.24 billion and \$7.95 billion, respectively, compared to its carrying value of \$8.43 billion and \$7.85 billion. The estimated fair value as of December 31, 2017 excludes the Redemption Note. See Note 2, "Summary of Significant Accounting Policies" for discussion of the estimated fair value of the Redemption Note. The estimated fair value of the Company's long-term debt is based on recent trades, if available, and indicative pricing from market information (Level 2 inputs).

#### **Note 7 - Stockholders' Equity**

##### *Equity Offering*

On April 3, 2018, the Company completed a registered public offering (the "Equity Offering") of 5,300,000 newly issued shares of its common stock, par value \$0.01 per share, at a price of \$175 per share for proceeds of \$915.2 million, net of \$11.7 million in underwriting discounts and \$0.6 million in offering expenses. The Company used the net proceeds from the Equity Offering to repay all amounts borrowed under the Bridge Facility, together with all interest accrued thereon, and used the remaining net proceeds to repay certain other indebtedness of the Company in April 2018.

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### Dividends

On February 27, 2018, the Company paid a cash dividend of \$0.50 per share and recorded \$51.4 million as a reduction of retained earnings.

On May 29, 2018, the Company paid a cash dividend of \$0.75 per share and recorded \$81.3 million as a reduction of retained earnings.

On August 1, 2018, the Company announced a cash dividend of \$0.75 per share, payable on August 28, 2018, to stockholders of record as of August 16, 2018.

### Noncontrolling Interests

On April 25, 2018, WML paid a cash dividend of HK\$0.75 per share for a total of \$497.1 million. The Company's share of this dividend was \$358.8 million with a reduction of \$138.3 million to noncontrolling interest in the accompanying Condensed Consolidated Balance Sheet.

## Note 8 - Revenue

### Disaggregation of Revenues

The Company operates integrated resorts in Macau and Las Vegas and generates revenues at its properties by providing the following types of services and products: gaming, rooms, food and beverage and entertainment, retail and other. Revenues disaggregated by type of revenue and geographic location are as follows (in thousands):

Three Months Ended June 30, 2018	Macau Operations	Las Vegas Operations	Total
Casino	\$ 998,293	\$ 101,734	\$ 1,100,027
Rooms	67,796	118,255	186,051
Food and beverage	44,015	170,852	214,867
Entertainment, retail and other (1)	53,766	50,713	104,479
<b>Total operating revenues</b>	<b>\$ 1,163,870</b>	<b>\$ 441,554</b>	<b>\$ 1,605,424</b>

Three Months Ended June 30, 2017	Macau Operations	Las Vegas Operations	Total
Casino	\$ 901,324	\$ 100,504	\$ 1,001,828
Rooms	51,199	113,741	164,940
Food and beverage	37,319	166,975	204,294
Entertainment, retail and other (1)	45,041	56,789	101,830
<b>Total operating revenues</b>	<b>\$ 1,034,883</b>	<b>\$ 438,009</b>	<b>\$ 1,472,892</b>

Six Months Ended June 30, 2018	Macau Operations	Las Vegas Operations	Total
Casino	\$ 2,105,789	\$ 236,377	\$ 2,342,166
Rooms	136,649	239,712	376,361
Food and beverage	90,400	296,689	387,089
Entertainment, retail and other (1)	115,119	100,267	215,386
<b>Total operating revenues</b>	<b>\$ 2,447,957</b>	<b>\$ 873,045</b>	<b>\$ 3,321,002</b>

Six Months Ended June 30, 2017	Macau Operations	Las Vegas Operations	Total
Casino	\$ 1,766,398	\$ 225,170	\$ 1,991,568
Rooms	104,394	229,370	333,764
Food and beverage	76,310	292,517	368,827
Entertainment, retail and other (1)	92,803	109,687	202,490
<b>Total operating revenues</b>	<b>\$ 2,039,905</b>	<b>\$ 856,744</b>	<b>\$ 2,896,649</b>

(1) Includes lease revenue accounted for under lease accounting guidance. See Note 2, "Summary of Significant Accounting Policies—Revenue Recognition" for lease revenue accounting policy.

**WYNN RESORTS, LIMITED AND SUBSIDIARIES**  
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*Customer Contract Liabilities*

In providing goods and services to its customers, there is often a timing difference between the Company receiving cash and the Company recording revenue for providing services or holding events.

The Company's primary liabilities associated with customer contracts are as follows (in thousands):

	June 30, 2018	December 31, 2017	Increase/ (decrease)	June 30, 2017	December 31, 2016	Increase/ (decrease)
Casino outstanding chips and front money deposits (1)	\$ 794,232	\$ 991,957	\$ (197,725)	\$ 726,573	\$ 546,487	\$ 180,086
Advance room deposits and ticket sales (2)	42,067	52,253	(10,186)	44,872	45,696	(824)
Other gaming-related liabilities (3)	9,474	12,765	(3,291)	9,168	12,033	(2,865)
Loyalty program and related liabilities (4)	18,738	18,421	317	10,304	7,942	2,362
	<b>\$ 864,511</b>	<b>\$ 1,075,396</b>	<b>\$ (210,885)</b>	<b>\$ 790,917</b>	<b>\$ 612,158</b>	<b>\$ 178,759</b>

(1) Casino outstanding chips represent amounts owed to junkets and customers for chips in their possession, and casino front money deposits represent funds deposited by customers before gaming play occurs. These amounts are included in customer deposits on the Condensed Consolidated Balance Sheets and may be recognized as revenue or will be redeemed for cash in the future.

(2) Advance room deposits and ticket sales represent cash received in advance for goods or services to be provided in the future. These amounts are included in customer deposits on the Condensed Consolidated Balance Sheets and will be recognized as revenue when the goods or services are provided or the events are held. Decreases in this balance generally represent the recognition of revenue and increases in the balance represent additional deposits made by customers. The deposits are expected to primarily be recognized as revenue within one year.

(3) Other gaming-related liabilities generally represent unpaid wagers primarily in the form of unredeemed slot, race and sportsbook tickets or wagers for future sporting events. The amounts are included in other accrued liabilities on the Condensed Consolidated Balance Sheets.

(4) Loyalty program and related liabilities represent the deferral of revenue until the loyalty points or other complimentary are redeemed. The amounts are included in other accrued liabilities on the Condensed Consolidated Balance Sheets and are expected to be recognized as revenue within one year of being earned by customers.

**Note 9 - Stock-Based Compensation**

The total compensation cost for stock-based compensation plans was recorded as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
Casino	\$ 1,308	\$ 1,676	\$ 3,127	\$ 3,272
Rooms	78	178	205	327
Food and beverage	232	375	610	705
Entertainment, retail and other	33	42	76	69
General and administrative	7,691	8,309	12,628	14,414
Pre-opening	284	—	284	—
<b>Total stock-based compensation expense</b>	<b>9,626</b>	<b>10,580</b>	<b>16,930</b>	<b>18,787</b>
Total stock-based compensation capitalized	9	31	9	32
<b>Total stock-based compensation costs</b>	<b>\$ 9,635</b>	<b>\$ 10,611</b>	<b>\$ 16,939</b>	<b>\$ 18,819</b>

Certain members of the Company's executive management team receive a portion of their annual incentive bonus in shares of the Company's stock. The number of shares is determined based on the closing stock price on the date the annual incentive bonus is settled. As the number of shares is variable, the Company records a liability for the fixed monetary amount over the service period. The Company recorded stock-based compensation expense associated with these awards of \$2.4 million and \$4.9 million, for the three months ended June 30, 2018 and 2017, respectively, and \$4.2 million and \$9.9 million for the six months ended June 30, 2018 and 2017, respectively. The Company settled the obligation for the 2017 annual incentive bonus by issuing vested shares in December 2017 and January 2018.

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**Note 10 - Income Taxes**

For the three months ended June 30, 2018 and 2017, the Company recorded an income tax benefit of \$9.7 million and an income tax expense of \$2.6 million, respectively. For the six months ended June 30, 2018 and 2017, the Company recorded an income tax benefit of \$120.7 million and an income tax expense of \$5.5 million, respectively. The 2018 income tax benefit primarily related to the settlement of the Redemption Note. The 2017 income tax expense primarily related to an increase in the domestic valuation allowance for U.S. foreign tax credits ("FTCs").

The Company recorded valuation allowances on certain of its U.S. and foreign deferred tax assets. In assessing the need for a valuation allowance, the Company considered whether it is more likely than not that the deferred tax assets will be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income. In the assessment of the valuation allowance, appropriate consideration was given to all positive and negative evidence including recent operating profitability, forecast of future earnings and the duration of statutory carryforward periods.

Wynn Macau SA has received a five-year exemption from complementary tax on profits generated by gaming operations through December 31, 2020. For the three months ended June 30, 2018 and 2017, the Company was exempt from the payment of such taxes totaling \$20.0 million and \$13.9 million, respectively. For the six months ended June 30, 2018 and 2017, the Company was exempt from the payment of such taxes totaling \$46.9 million and \$26.6 million, respectively.

Wynn Macau SA also entered into an agreement with the Macau government that provides for an annual payment of 12.8 million Macau patacas (approximately \$1.6 million) as complementary tax otherwise due by stockholders of Wynn Macau SA on dividend distributions through 2020.

In December 2017, the U.S. Tax Cuts and Jobs Act ("U.S. tax reform") was enacted. Also in December 2017, the SEC staff issued Staff Accounting Bulletin No. 118, Income Tax Accounting Implications of the Tax Cuts and Jobs Act, which allowed the Company to record provisional amounts during a measurement period not to extend beyond one year from the enactment date. For the year ended December 31, 2017, the Company recorded a provisional net tax benefit of \$339.9 million. This provisional net tax benefit was based on the Company's initial analysis of the U.S. tax reform. The Company continues to collect additional information and evaluate any regulatory guidance as it is issued and may adjust the provisional net tax benefit over the next six months. Any subsequent adjustment to this amount will be recorded to the current income tax expense in the period in which the amount is determined.

**Note 11 - Related Party Transactions***Separation Agreement*

On February 6, 2018, Stephen A. Wynn, former Chairman of the Board of Directors and Chief Executive Officer ("Mr. Wynn"), resigned as Chairman of the Board of Directors and Chief Executive Officer of Wynn Resorts and on February 15, 2018, Mr. Wynn entered into a separation agreement with the Company specifying the terms of his termination of service with the Company (the "Separation Agreement"). The Separation Agreement terminated Mr. Wynn's employment agreement with the Company and confirmed that Mr. Wynn is not entitled to any severance payment or other compensation from the Company under his employment agreement.

Under the Separation Agreement, Mr. Wynn agreed not to compete against the Company for a period of two years and to provide reasonable cooperation and assistance to the Company in connection with any private litigation or arbitration and to the Board of Directors of the Company or any committee of the Board of Directors in connection with any investigation by the Company related to his service with the Company. The Separation Agreement provided that (i) Mr. Wynn's lease of his personal residence at Wynn Las Vegas would terminate not later than June 1, 2018 and until such date Mr. Wynn would continue to pay rent at its fair market value, unless Mr. Wynn elected to terminate the lease before such date, (ii) Mr. Wynn's current healthcare coverage will terminate on December 31, 2018, and (iii) administrative support for Mr. Wynn would terminate on May 31, 2018. Additionally, in order to conduct sales of Company shares in an orderly fashion, the Company agreed to enter into a registration rights agreement with Mr. Wynn, with Mr. Wynn to reimburse the Company for its reasonable expenses.

On March 20, 2018, the Company entered into a registration rights agreement with Mr. Wynn, the Wynn Family Limited Partnership, a Delaware limited partnership (together with Mr. Wynn, the "Selling Stockholder") and each holder from time to time a party thereto (the "Registration Rights Agreement"), pursuant to the Separation Agreement. The Selling Stockholder subsequently sold all of its holdings of the Company's common stock through open market transactions pursuant to Rule 144

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under the Securities Act of 1933, as amended, and certain privately negotiated transactions. Pursuant to the Registration Rights Agreement, without the Company's prior written consent, the Selling Stockholder was not permitted to sell more than an aggregate of 4,043,903 shares of Common Stock in any quarter. The Company provided written consent permitting the Selling Stockholder to undertake the registered sales.

#### *Cooperation Agreement*

On August 3, 2018, the Company entered into a Cooperation Agreement (the "Cooperation Agreement") with Elaine P. Wynn regarding the composition of the Company's Board of Directors and certain other matters, including, among other things, the appointment of Mr. Philip G. Satre to the Company's Board of Directors, standstill restrictions, releases, non-disparagement and reimbursement of expenses. The term of the Cooperation Agreement expires on the day after the conclusion of the 2020 annual meeting of the Company's stockholders, unless earlier terminated pursuant to the circumstances described in the Cooperation Agreement.

#### *Amounts Due to Officers*

The Company periodically provides services to certain executive officers and directors of the Company, including the personal use of employees, construction work and other personal services, for which the officers and directors reimburse the Company. Certain officers and directors have deposits with the Company to prepay any such items, which are replenished on an ongoing basis as needed. As of June 30, 2018, these net deposit balances with the Company were immaterial.

#### **Note 12 - Retail Joint Venture**

In December 2016, the Company sold Crown a 49.9% ownership interest in the Retail Joint Venture for \$217.0 million in cash and a \$75.0 million interest-free note, which was paid in full on January 3, 2018. As of December 31, 2017, the note was recorded at its present value of \$75.0 million in prepaid expenses and other on the Condensed Consolidated Balance Sheet. The Company maintains a 50.1% ownership in the Retail Joint Venture and is the managing member. The Company's responsibilities with respect to the Retail Joint Venture include day-to-day business operations, property management services and a role in the leasing decisions of the retail space.

The Company assessed its ownership in the Retail Joint Venture based on consolidation accounting guidance with an evaluation being performed to determine if the Retail Joint Venture is a VIE, if the Company has a variable interest in the Retail Joint Venture and if the Company is the primary beneficiary of the Retail Joint Venture. The primary beneficiary is the party who has the power to direct the activities of a VIE that most significantly impact the entity's economic performance and who has an obligation to absorb losses of the entity or a right to receive benefits from the entity that could potentially be significant to the entity.

The Company concluded that the Retail Joint Venture is a VIE and the Company is the primary beneficiary based on its involvement in the leasing activities of the Retail Joint Venture. As a result, the Company consolidates all of the Retail Joint Venture's assets, liabilities and results of operations. The Company will evaluate its primary beneficiary designation on an ongoing basis and will assess the appropriateness of the Retail Joint Venture's VIE status when changes occur.

As of June 30, 2018 and December 31, 2017, the Retail Joint Venture had total assets of \$69.0 million and \$59.7 million, respectively, and total liabilities of \$2.1 million and \$0.9 million, respectively.

#### **Note 13 - Commitments and Contingencies**

##### *Encore Boston Harbor Development*

On April 28, 2017, Wynn MA, LLC ("Wynn MA"), an indirect wholly owned subsidiary of the Company, and Suffolk Construction Company, Inc. (the "Construction Manager"), entered into an agreement concerning the construction of Encore Boston Harbor, which, among other things, confirmed the guaranteed maximum price for the construction work undertaken by the Construction Manager. The Construction Manager is obligated to substantially complete the project by June 24, 2019, for a guaranteed maximum price of \$1.32 billion. Both the contract time and guaranteed maximum price are subject to further adjustment under certain conditions. The performance of the Construction Manager is backed by a payment and performance bond in the amount of \$350.0 million.



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### *Litigation*

In addition to the actions noted below, the Company and its affiliates are involved in litigation arising in the normal course of business. In the opinion of management, such litigation is not expected to have a material effect on the Company's financial condition, results of operations and cash flows.

#### *Determination of Unsuitability and Redemption of Aruze and Affiliates*

On February 18, 2012, Wynn Resorts' Gaming Compliance Committee received an independent report by Freeh, Sporkin & Sullivan, LLP (the "Freeh Report") detailing a pattern of misconduct by the Okada Parties. The factual record presented in the Freeh Report included evidence that the Okada Parties had provided valuable items to certain foreign gaming officials who were responsible for regulating gaming in a jurisdiction in which entities controlled by Mr. Okada were developing a gaming resort.

Based on the Freeh Report, the Board of Directors of Wynn Resorts determined that the Okada Parties were "unsuitable persons" under Article VII of the Company's articles of incorporation. On that same day, Wynn Resorts redeemed and canceled Aruze's 24,549,222 shares of Wynn Resorts' common stock, and, pursuant to its articles of incorporation, Wynn Resorts issued the Redemption Note to Aruze in redemption of the shares.

#### *Redemption Action and Counterclaim*

On February 19, 2012, Wynn Resorts filed a complaint in the Eighth Judicial District Court, Clark County, Nevada against the Okada Parties (as amended, the "Complaint"), alleging breaches of fiduciary duty and related claims (the "Redemption Action") arising from the activities addressed in the Freeh Report. The Company sought compensatory and special damages as well as a declaration that it acted lawfully and in full compliance with its articles of incorporation, bylaws and other governing documents in redeeming and canceling the shares of Aruze.

On March 12, 2012, the Okada Parties filed an answer denying the claims and a counterclaim (as amended, the "Counterclaim") purporting to assert claims against the Company, certain individuals who are or were members of the Company's Board of Directors (other than Mr. Okada) and Wynn Resorts' former General Counsel, Kimmarie Sinatra. The Counterclaim alleged, among other things: (1) that the shares of Wynn Resorts common stock owned by Aruze were exempt from the redemption-for-unsuitability provisions in the Wynn Resorts articles of incorporation (the "Articles") pursuant to certain agreements executed in 2002; (2) that the Wynn Resorts directors who authorized the redemption of Aruze's shares acted at the direction of Mr. Wynn and did not independently and objectively evaluate the Okada Parties' suitability, and by so doing, breached their fiduciary duties; (3) that the Wynn Resorts directors violated the terms of the Wynn Resorts Articles by failing to pay Aruze fair value for the redeemed shares; and (4) that the terms of the Redemption Note that Aruze received in exchange for the redeemed shares, including the Redemption Note's principal amount, duration, interest rate, and subordinated status, were unconscionable. Among other relief, the Counterclaim sought a declaration that the redemption of Aruze's shares was void, an injunction restoring Aruze's share ownership, damages in an unspecified amount and rescission of the Amended and Restated Stockholders Agreement, dated as of January 6, 2010, by and among Aruze, Mr. Wynn, and Elaine P. Wynn (the "Stockholders Agreement").

On March 8, 2018, the Company entered into the Settlement Agreement by and between the Company, Mr. Wynn, Linda Chen, Russell Goldsmith, Ray R. Irani, Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin V. Shoemaker, D. Boone Wayson, Allan Zeman, and Kimmarie Sinatra (collectively, the "Wynn Parties"), and Universal Entertainment Corp. and Aruze (collectively with Universal Entertainment Corp., the "Universal Parties"). The Settlement Agreement resolved legal proceedings pending in the Redemption Action as well as other claims. Pursuant to the Settlement Agreement, the Company paid the principal amount of the \$1.94 billion Redemption Note on March 30, 2018. On March 30, 2018, the Company also paid an additional \$463.6 million with respect to the Universal Parties' claims related to the allegedly below-market interest rate of the Redemption Note and stipulated to the release to Aruze of \$232.4 million in accrued interest held in escrow. The Company recorded the \$463.6 million as a litigation settlement expense on the Condensed Consolidated Statements of Operations. Under the Settlement Agreement, the Wynn Parties and the Universal Parties mutually agreed to unconditionally release all claims against each other relating to or arising out of the Redemption Action, as well as any claims which relate to or arise out of any other litigation or claims in any other jurisdiction. As a result, the Universal Parties will not claim that Aruze remains a party to the Stockholders Agreement. The Universal Parties further released any claims against the Wynn Parties and their affiliates in any other jurisdiction, including but not limited to the proceeding pending in Macau against Wynn Resorts

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(Macau) S.A. and certain related individuals ("Macau Litigation"). As a result of the Settlement Agreement, the parties to the agreement dismissed all litigation between the Universal Parties and the Company and its then-directors and executives with respect to the redemption, including the Redemption Action and the Macau Litigation, but the Settlement Agreement did not release claims against any parties to such litigation who are not parties to the Settlement Agreement, including but not limited to Kazuo Okada and Elaine P. Wynn.

On March 12, 2018, the Company voluntarily dismissed its claim for breach of fiduciary duty against Kazuo Okada, which was the last and only remaining claim between Wynn Resorts, Kazuo Okada, and the Universal Parties in the Redemption Action.

On June 19, 2012, Elaine P. Wynn asserted a cross claim against Mr. Wynn and Aruze seeking a declaration that (1) any and all of Elaine P. Wynn's duties under the Stockholders Agreement should be discharged; (2) the Stockholders Agreement was subject to rescission and is rescinded; (3) the Stockholders Agreement was an unreasonable restraint on alienation in violation of public policy; and/or (4) the restrictions on sale of shares should be construed as inapplicable to Elaine P. Wynn. On March 28, 2016, Elaine P. Wynn filed an amended cross claim against Mr. Wynn, as well as Wynn Resorts and Wynn Resorts' former General Counsel (together with Mr. Wynn, the "Wynn Cross Defendants") as cross defendants. The amended cross claim substantially repeated its earlier allegations and further alleged that Mr. Wynn engaged in acts of misconduct that, with the Wynn Cross Defendants, resulted in Mr. Wynn allegedly breaching the Stockholders Agreement and violating alleged duties under the Stockholders Agreement by preventing Elaine P. Wynn from being nominated and elected to serve as one of Wynn Resorts' directors. In addition to continuing to seek the declarations asserted under the original cross claim, the amended cross claim sought an order compelling Mr. Wynn to comply with the Stockholders Agreement by assuring the nomination and election of Elaine P. Wynn to the Board of Directors and sought unspecified monetary damages from Mr. Wynn and the Wynn Cross Defendants. Elaine P. Wynn's amended cross claim was later dismissed as to Wynn Resorts and Wynn Resorts' former General Counsel. On May 17, 2017, Elaine P. Wynn filed another amended cross claim against the Wynn Cross Defendants, which substantially repeated its earlier allegations and again named Wynn Resorts and Wynn Resorts' former General Counsel as cross defendants.

On March 14, 2018, Mr. Wynn and Elaine P. Wynn entered into a stipulation declaring the Stockholders Agreement invalid and unenforceable, and on April 16, 2018, the Company entered into a Settlement Agreement and Mutual Release by and between the Company, Mr. Wynn, Elaine P. Wynn, and the Company's former General Counsel, which, among other things, resolved and unconditionally released the parties from all claims and cross claims asserted among the parties in a legal proceeding involving the Stockholders Agreement. Neither the Company nor the Company's former General Counsel made any payment under the terms of such settlement agreement.

*Litigation Commenced by Kazuo Okada*

Indemnification Action:

On March 20, 2013, Mr. Okada filed a complaint against the Company in Nevada state court for indemnification under the Company's Articles, bylaws and agreements with its directors. The complaint sought advancement of Mr. Okada's costs and expenses (including attorney's fees) incurred pursuant to the various legal proceedings and related regulatory investigations described above. The Company's answer and counterclaim was filed on April 15, 2013. The counterclaim named each of the Okada Parties as defendants and sought indemnification under the Company's Articles for costs and expenses (including attorney's fees) incurred pursuant to the various legal proceedings and related regulatory investigations described above. On February 4, 2014, the court entered an order on the parties' stipulation that: (1) dismissed all claims Mr. Okada asserted against the Company; (2) reserved Mr. Okada's right to assert, in the future, any claims for indemnity following the resolution of the Redemption Action; and (3) stayed the claims asserted by the Company against Mr. Okada pending the resolution of the Redemption Action. On April 6, 2018, the court entered an order closing this action.

Macau Litigation:

On July 3, 2015, WML announced that the Okada Parties filed a complaint in the Court of First Instance of Macau ("Macau Court") against Wynn Macau SA and certain individuals who are or were directors of Wynn Macau SA and or WML (collectively, the "Wynn Macau Parties"). The principal allegations in the lawsuit are that the redemption of the Okada Parties' shares in Wynn Resorts was improper and undervalued, that the previously disclosed payment by Wynn Macau SA to an unrelated third party in consideration of relinquishment by that party of certain rights in and to any future development on the land in Cotai where Wynn Palace is located was unlawful and that the previously disclosed donation by Wynn Resorts to the

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University of Macau Development Foundation was unlawful. The plaintiffs seek dissolution of Wynn Macau SA and compensatory damages. On July 11, 2017, the Macau Court dismissed all claims by the Okada Parties as unfounded, fined the Okada Parties, and ordered the Okada Parties to pay for court costs and the Wynn Macau Parties' attorney's fees. On or about October 16, 2017, the Okada Parties filed formal appeal papers in Macau, which Wynn Macau SA received on November 21, 2017. Wynn Macau SA filed its response on December 21, 2017. In March 2018, pursuant to the Settlement Agreement, the Universal Parties voluntarily withdrew from the Macau Litigation, leaving Mr. Okada as the sole claimant.

The Company believes this action is without merit and will vigorously defend itself against the claims pleaded against it by Mr. Okada. Management has determined that based on proceedings to date, it is currently unable to determine the probability of the outcome of this action or the range of reasonably possible loss, if any.

*Derivative Litigation Related to Redemption Action*

Two state derivative actions were commenced against the Company and all members of its Board of Directors in the Eighth Judicial District Court of Clark County, Nevada. These state court actions brought by the following plaintiffs have been consolidated: (1) IBEW Local 98 Pension Fund and (2) Danny Hinson (collectively, the "Derivative Plaintiffs"). The Derivative Plaintiffs filed a consolidated complaint on July 20, 2012 asserting claims for (1) breach of fiduciary duty; (2) abuse of control; (3) gross mismanagement; and (4) unjust enrichment. The claims are against the Company and all Company directors during the applicable period, including Mr. Okada, as well as the Company's Chief Financial Officer who signed financial disclosures filed with the SEC during the applicable periods. The Derivative Plaintiffs claim that the individual defendants failed to disclose to the Company's stockholders the investigation into, and the dispute with director Okada as well as the alleged potential violations of the FCPA related to, the University of Macau Development Foundation donation. The Derivative Plaintiffs seek unspecified monetary damages (compensatory and punitive), disgorgement, reformation of corporate governance procedures, an order directing the Company to internally investigate the donation, as well as attorney's fees and costs. On June 18, 2014, the court entered a stipulation between the parties that provides for a stay of the action and directs the parties, within 45 days of the conclusion of the Redemption Action, to discuss how the derivative action should proceed and to file a joint report with the court. In May 2018, the parties (except Elaine P. Wynn) filed a joint report given the conclusion of the Redemption Action. On May 14, 2018, the court stayed the case due to plaintiff Danny Hinson's claim that he intended to send a demand letter to the Company. On May 30, 2018, plaintiff Danny Hinson sent a demand letter to the Company requesting the Board to investigate the University of Macau Development Foundation donation, the removal of Mr. Okada from the Board and the terms of the Redemption Note. The Company is reviewing the letter.

Management has determined that based on proceedings to date, it is currently unable to determine the probability of the outcome of these actions or the range of reasonably possible loss, if any.

*Massachusetts Gaming License Related Action*

On September 17, 2014, the Massachusetts Gaming Commission ("MGC") designated Wynn MA the award winner of the Greater Boston (Region A) gaming license. On November 7, 2014, the gaming license became effective.

On October 16, 2014, the City of Revere, the host community to the unsuccessful bidder for the same license, and the International Brotherhood of Electrical Workers, Local 103 ("IBEW") filed a complaint against the MGC and each of the five gaming commissioners in Suffolk Superior Court in Boston, Massachusetts (the "Revere Action"). The complaint challenges the MGC's decision and alleges that the MGC failed to follow statutory requirements outlined in the Gaming Act. The complaint (1) seeks to appeal the administrative decision, (2) asserts that certiorari provides a remedy to correct errors in proceedings by an agency such as the MGC, (3) challenges the constitutionality of that section of the gaming law which bars judicial review of the MGC's decision to deny an applicant a gaming license, and (4) alleges violations of the open meeting law requirements. The court allowed Mohegan Sun ("Mohegan"), the other applicant for the Greater Boston (Region A) gaming license, to intervene in the Revere Action, and on February 23, 2015, Mohegan filed its complaint. The Mohegan complaint challenges the license award to Wynn MA, seeks judicial review of the MGC's decision, and seeks to vacate the MGC's license award to Wynn MA.

On July 1, 2015, the MGC filed motions to dismiss Mohegan's and the City of Revere's complaints. On December 3, 2015, the court granted the motion to dismiss the claims asserted in the Revere Action. Also on December 3, 2015, the court granted the motion to dismiss three of the four counts asserted by Mohegan but denied the motion as to Mohegan's certiorari claim. The City of Revere and IBEW sought immediate appellate review of the dismissal of their claims and the MGC requested immediate appellate review of the court's denial of the MGC's motion to dismiss Mohegan's certiorari claim. All three petitions for interlocutory review were denied. The parties then appealed to the Massachusetts Supreme Judicial Court ("SJC"). On

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March 10, 2017, the SJC affirmed the trial court's dismissal of the City of Revere's claims and IBEW's claims. The SJC affirmed the court's dismissal of Mohegan's claims except for the certiorari claim, which the SJC remanded to the Suffolk Superior Court. Mohegan filed a motion for judgment on the pleadings on November 3, 2017, and oral argument is being re-scheduled from its originally scheduled date of April 5, 2018.

The SJC reversed the trial court's dismissal of the individual plaintiffs' open meeting law claim and remanded that claim to the Suffolk Superior Court. The parties are currently in the discovery phase.

Wynn MA was not named in the above complaint. The MGC retained private legal representation at its own nontaxpayer-funded expense.

*Actions Related to Mr. Wynn*

*Investigations:*

On January 26, 2018, the Company's Board of Directors formed a Special Committee comprised solely of independent directors to investigate allegations of inappropriate personal conduct by Mr. Wynn in the workplace. On February 12, 2018, the Special Committee amended and restated its charter to provide for a review of various governance issues regarding knowledge of the allegations and a comprehensive review of the Company's internal policies and procedures with the goal of employing best practices to maintain a safe and respectful workplace for all employees. On August 3, 2018, the Board received the final presentation from the Special Committee. The Special Committee will provide the presentation to the Company's gaming regulators in Massachusetts and Nevada, which are reviewing these matters, including suitability with respect to the Company and its related licensees, and the Company is cooperating with these regulatory reviews. The gaming regulator in Macau is monitoring and reviewing the situation, and the Company is cooperating. In deference to the ongoing regulatory investigations, the Board and the Company intends to not make any further public statement on the results of the Special Committee presentation until the regulatory investigations are completed.

*Stockholder Actions:*

A number of stockholder derivative actions have been filed purportedly on behalf of the Company in state and federal court located in Clark County, Nevada against certain current and former members of the Company's Board of Directors and, in some cases, the Company's current and former officers. Each of the complaints alleges, among other things, breach of fiduciary duties in failing to detect, prevent and remedy alleged inappropriate personal conduct by Mr. Wynn in the workplace. Specifically, (i) on February 6, 2018, Norfolk County Retirement System filed a stockholder derivative action against certain current and former members of the Company's Board of Directors and the Company's former General Counsel, which was voluntarily dismissed on February 21, 2018; (ii) on February 15, 2018, Operating Engineers Construction Industry and Miscellaneous Pension Fund filed a stockholder derivative action against certain current and former members of the Company's Board of Directors; (iii) on February 15, 2018, Boynton Beach Municipal Firefighters' Pension Trust Fund and the Firemen's Retirement System of St. Louis filed a stockholder derivative action against certain current and former members of the Company's Board of Directors and the Company's former General Counsel; (iv) on February 22, 2018, Thomas P. DiNapoli, Comptroller of the State of New York, as Administrative Head of the New York State and Local Retirement System and trustee of the New York State Common Retirement Fund, filed a stockholder derivative action against certain current and former members of the Company's Board of Directors and the Company's former General Counsel; (v) on February 22, 2018, Erste-Sparinvest Kapitalanlagegesellschaft M.B.H. filed a stockholder derivative action against certain current and former members of the Company's Board of Directors and the Company's former General Counsel; (vi) on March 6, 2018, the State of Oregon filed a stockholder derivative action against certain current and former members of the Company's Board of Directors and the Company's former General Counsel; (vii) on March 15, 2018, Insulators and Asbestos Workers Local No. 14 Pension and Health and Welfare Funds filed a stockholder derivative action against certain current and former members of the Company's Board of Directors and the Company's Chief Executive Officer and former General Counsel; and (viii) on April 18, 2018, C. Jeffrey Rogers filed a stockholder derivative action against certain current and former members of the Company's Board of Directors and the Company's Chief Executive Officer and former General Counsel. The actions filed in Clark County, Nevada have been consolidated as *In re Wynn Resorts, Ltd. Derivative Litigation*. The actions filed in the United States District Court, District of Nevada have been consolidated as *In re Wynn Resorts, Ltd. Derivative Litigation*, which also claim corporate waste and violation of Section 14(a) of the Exchange Act. Each of the actions seeks to recover for the Company unspecified damages, including restitution and disgorgement of profits, and also seeks to recover attorneys' fees, costs and related expenses for the

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plaintiff. Additional demands have been made to the Company that it commence similar actions and additional lawsuits may be filed in the future.

On February 20, 2018, a securities class action was filed against the Company and certain current and former officers of the Company in the United States District Court, Southern District of New York (which was subsequently transferred to the United States District Court, District of Nevada) by John V. Ferris and Joann M. Ferris on behalf of all persons who purchased the Company's common stock between February 28, 2014 and January 25, 2018. The complaint alleges, among other things, certain violations of federal securities laws and seeks to recover unspecified damages as well as attorneys' fees, costs and related expenses for the plaintiffs.

The defendants in these actions will vigorously defend against the claims pleaded against them. These actions are in preliminary stages and management has determined that based on proceedings to date, it is currently unable to determine the probability of the outcome of these actions or the range of reasonably possible loss, if any.

**Note 14 - Segment Information**

The Company reviews the results of operations for each of its operating segments. Wynn Macau and Encore, an expansion at Wynn Macau, are managed as a single integrated resort and have been aggregated as one reportable segment ("Wynn Macau"). Wynn Palace is presented as a separate reportable segment and is combined with Wynn Macau for geographical presentation. Wynn Las Vegas, Encore, an expansion at Wynn Las Vegas, and the Retail Joint Venture are managed as a single integrated resort and have been aggregated as one reportable segment ("Las Vegas Operations"). The Company identifies each resort as a reportable segment considering operations within each resort have similar economic characteristics, type of customers, types of services and products, the regulatory environment of the operations and the Company's organizational and management reporting structure.

The Company also reviews construction and development activities for each of its projects under development, in addition to its reportable segments. The Company separately identifies assets for its Encore Boston Harbor development project. Other Macau primarily represents the Company's Macau holding company.

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The following tables present the Company's segment information (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
	(as adjusted)		(as adjusted)	
<b>Operating revenues</b>				
Macau Operations:				
Wynn Macau	\$ 543,284	\$ 638,476	\$ 1,161,525	\$ 1,191,192
Wynn Palace	620,586	396,407	1,286,432	848,713
<b>Total Macau Operations</b>	<b>1,163,870</b>	<b>1,034,883</b>	<b>2,447,957</b>	<b>2,039,905</b>
Las Vegas Operations	441,554	438,009	873,045	856,744
<b>Total</b>	<b>\$ 1,605,424</b>	<b>\$ 1,472,892</b>	<b>\$ 3,321,002</b>	<b>\$ 2,896,649</b>
<b>Adjusted Property EBITDA (1)</b>				
Macau Operations:				
Wynn Macau	\$ 172,928	\$ 210,398	\$ 382,750	\$ 391,504
Wynn Palace	179,265	87,403	391,176	199,259
<b>Total Macau Operations</b>	<b>352,193</b>	<b>297,801</b>	<b>773,926</b>	<b>590,763</b>
Las Vegas Operations	124,157	132,210	266,753	266,787
<b>Total</b>	<b>476,350</b>	<b>430,011</b>	<b>1,040,679</b>	<b>857,550</b>
<b>Other operating expenses</b>				
Litigation settlement	—	—	463,557	—
Pre-opening	11,196	6,758	21,541	12,537
Depreciation and amortization	137,870	137,686	274,227	277,506
Property charges and other	8,791	7,165	11,842	10,201
Corporate expenses and other	29,579	20,933	54,588	41,700
Stock-based compensation	9,342	10,580	16,646	18,787
<b>Total other operating expenses</b>	<b>196,778</b>	<b>183,122</b>	<b>842,401</b>	<b>360,731</b>
<b>Operating income</b>	<b>279,572</b>	<b>246,889</b>	<b>198,278</b>	<b>496,819</b>
<b>Other non-operating income and expenses</b>				
Interest income	6,861	7,080	14,081	13,551
Interest expense, net of amounts capitalized	(89,898)	(97,739)	(188,125)	(196,001)
Change in interest rate swap fair value	—	(283)	—	(1,054)
Change in Redemption Note fair value	—	(12,417)	(69,331)	(28,264)
Gain (loss) on extinguishment of debt	—	(22,287)	2,329	(22,287)
Other	(957)	(11,840)	(10,177)	(17,947)
<b>Total other non-operating income and expenses</b>	<b>(83,994)</b>	<b>(137,486)</b>	<b>(251,223)</b>	<b>(252,002)</b>
<b>Income (loss) before income taxes</b>	<b>195,578</b>	<b>109,403</b>	<b>(52,945)</b>	<b>244,817</b>
Benefit (provision) for income taxes	9,702	(2,607)	120,747	(5,497)
<b>Net income</b>	<b>205,280</b>	<b>106,796</b>	<b>67,802</b>	<b>239,320</b>
Net income attributable to noncontrolling interests	(49,524)	(31,880)	(116,353)	(63,589)
<b>Net income (loss) attributable to Wynn Resorts, Limited</b>	<b>\$ 155,756</b>	<b>\$ 74,916</b>	<b>\$ (48,551)</b>	<b>\$ 175,731</b>

(1) "Adjusted Property EBITDA" is net income before interest, income taxes, depreciation and amortization, litigation settlement expense, pre-opening expenses, property charges and other, management and license fees, corporate expenses and other (including intercompany golf course and water rights leases), stock-based compensation, gain (loss) on extinguishment of debt, change in interest rate swap fair value, change in Redemption Note fair value and other non-operating income and expenses. Adjusted Property EBITDA is presented exclusively as a supplemental disclosure because management believes that it is widely used to measure the performance, and as a basis for valuation, of gaming companies. Management uses Adjusted Property EBITDA as a measure of the operating performance of its segments and to compare the operating performance of its properties with those of its competitors, as well as a basis for determining certain incentive compensation. We also present Adjusted Property EBITDA because it is used by some investors as a way to measure a company's ability to incur and service debt, make capital expenditures and meet working capital requirements. Gaming companies have historically reported EBITDA

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as a supplement to GAAP. In order to view the operations of their casinos on a more stand-alone basis, gaming companies, including us, have historically excluded from their EBITDA calculations pre-opening expenses, property charges, corporate expenses and stock-based compensation, that do not relate to the management of specific casino properties. However, Adjusted Property EBITDA should not be considered as an alternative to operating income as an indicator of our performance, as an alternative to cash flows from operating activities as a measure of liquidity, or as an alternative to any other measure determined in accordance with GAAP. Unlike net income, Adjusted Property EBITDA does not include depreciation or interest expense and therefore does not reflect current or future capital expenditures or the cost of capital. We have significant uses of cash flows, including capital expenditures, interest payments, debt principal repayments, income taxes and other non-recurring charges, which are not reflected in Adjusted Property EBITDA. Also, our calculation of Adjusted Property EBITDA may be different from the calculation methods used by other companies and, therefore, comparability may be limited.

	June 30, 2018	December 31, 2017
<b>Assets</b>		
Macau Operations:		
Wynn Macau	\$ 1,628,289	\$ 1,271,544
Wynn Palace	3,881,393	4,017,494
Other Macau	189,580	174,769
<b>Total Macau Operations</b>	<b>5,699,262</b>	<b>5,463,807</b>
Las Vegas Operations	2,920,942	3,266,390
Encore Boston Harbor	1,527,283	1,060,530
Corporate and other	1,669,069	2,891,012
<b>Total</b>	<b>\$ 11,816,556</b>	<b>\$ 12,681,739</b>

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our condensed consolidated financial statements and related notes included elsewhere in this Form 10-Q and our consolidated financial statements appearing in our annual report on Form 10-K for the year ended December 31, 2017. Unless the context otherwise requires, all references herein to the "Company," "we," "us," or "our," or similar terms, refer to Wynn Resorts, Limited, a Nevada corporation, and its consolidated subsidiaries. This discussion and analysis contains forward-looking statements. Please refer to the section below entitled "Special Note Regarding Forward-Looking Statements."

### Overview

We are a developer, owner and operator of destination casino resorts (integrated resorts). In the Macau Special Administrative Region of the People's Republic of China ("Macau"), we own approximately 72% of Wynn Macau, Limited ("WML"), which includes the operations of the Wynn Macau and Wynn Palace resorts, which we refer to as our Macau Operations. In Las Vegas, Nevada, we operate and, with the exception of certain retail space, own 100% of Wynn Las Vegas, which we also refer to as our Las Vegas Operations. We are currently constructing Encore Boston Harbor, an integrated casino resort in Everett, Massachusetts.

#### *Macau Operations*

We operate our Macau Operations under a 20-year casino concession agreement granted by the Macau government in June 2002. We lease from the Macau government approximately 16 acres of land in downtown Macau's inner harbor where Wynn Macau is located and 51 acres of land in the Cotai area of Macau where Wynn Palace is located.

Wynn Macau features the following as of July 15, 2018:

- Approximately 273,000 square feet of casino space, offering 24-hour gaming and a full range of games with 306 table games and 879 slot machines, private gaming salons, sky casinos and a poker pit;
- Two luxury hotel towers with a total of 1,008 guest rooms and suites;
- Eight food and beverage outlets;
- Approximately 59,000 square feet of high-end, brand-name retail space;
- Approximately 31,000 square feet of meeting and convention space;
- Recreation and leisure facilities, including two health clubs, spas, a salon and a pool; and
- A rotunda show featuring a Chinese zodiac-inspired ceiling along with gold "prosperity tree" and "dragon of fortune" attractions.

Wynn Palace features the following as of July 15, 2018:

- Approximately 424,000 square feet of casino space, offering 24-hour gaming and a full range of games with 321 table games and 1,042 slot machines, private gaming salons and sky casinos;
- A luxury hotel with a total of 1,706 guest rooms, suites and villas;
- 11 food and beverage outlets;
- Approximately 106,000 square feet of high-end, brand-name retail space;
- Approximately 37,000 square feet of meeting and convention space;
- Recreation and leisure facilities, including a gondola ride, health club, spa, salon and pool; and
- Public attractions including a performance lake, floral art displays and fine art displays.

In response to our evaluation of our Macau Operations and our commitment to creating a unique customer experience, we have made and expect to continue to make enhancements and refinements to these resorts.



### *Las Vegas Operations*

Wynn Las Vegas is located at the intersection of the Las Vegas Strip and Sands Avenue, and occupies approximately 215 acres of land fronting the Las Vegas Strip. In addition, we own approximately 18 acres across Sands Avenue, a portion of which is improved with an employee parking garage, and approximately five acres adjacent to the golf course land upon which an office building is located.

Wynn Las Vegas features the following as of July 15, 2018:

- Approximately 192,000 square feet of casino space, offering 24-hour gaming and a full range of games with 233 table games and 1,802 slot machines, private gaming salons, a sky casino, a poker room, and a race and sports book;
- Two luxury hotel towers with a total of 4,748 guest rooms, suites and villas;
- 33 food and beverage outlets;
- Approximately 106,000 square feet of high-end, brand-name retail space (the majority of which is owned and operated under a joint venture of which we own 50.1%);
- Approximately 290,000 square feet of meeting and convention space;
- Three nightclubs and a beach club;
- Recreation and leisure facilities, including swimming pools, private cabanas, two full service spas and salons, and a wedding chapel; and
- A specially designed theater presenting "Le Rêve—The Dream," a water-based theatrical production and a theater presenting entertainment productions and various headliner entertainment acts.

In December 2016, we entered into a joint venture arrangement (the "Retail Joint Venture") with Crown Acquisitions Inc. ("Crown") to own and operate approximately 88,000 square feet of existing retail space. In November 2017, we contributed approximately 74,000 square feet of additional retail space to the Retail Joint Venture, the majority of which is currently under construction at Wynn Las Vegas. We expect to open the additional retail space in the fourth quarter of 2018.

In response to our evaluation of our Las Vegas Operations and our commitment to creating a unique customer experience, we have made and expect to continue to make enhancements and refinements to this resort.

### *Construction and Development Opportunities*

We are currently constructing Encore Boston Harbor, an integrated resort in Everett, Massachusetts, adjacent to Boston along the Mystic River. The resort will contain a hotel, a waterfront boardwalk, meeting and convention space, casino space, a spa, retail offerings and food and beverage outlets. The total project budget, including gaming license fees, construction costs, capitalized interest, pre-opening expenses and land costs, is estimated to be approximately \$2.5 billion. As of June 30, 2018, we have incurred approximately \$1.64 billion in total project costs. We expect to open Encore Boston Harbor in mid-2019.

We have begun construction activities for the re-development of a portion of the land previously occupied by the Wynn Las Vegas golf course, which we closed in the fourth quarter of 2017. Phase 1 of the project is expected to include a lagoon and additional meeting and convention space. Based on current designs, we estimate the total project budget for Phase 1 to be approximately \$500 million. We expect to open the additional meeting and convention space in the first quarter of 2020.

We continually seek out new opportunities for additional gaming or related businesses, in the United States, and worldwide.

### **Key Operating Measures**

Certain key operating measures specific to the gaming industry are included in our discussion of our operational performance for the periods for which a Condensed Consolidated Statement of Operations is presented. Below are definitions of these key operating measures discussed:

- Table drop in mass market for our Macau Operations is the amount of cash that is deposited in a gaming table's drop box plus cash chips purchased at the casino cage.

- Table drop for our Las Vegas Operations is the amount of cash and net markers issued that are deposited in a gaming table's drop box.
- Rolling chips are non-negotiable identifiable chips that are used to track turnover for purposes of calculating incentives within our Macau Operations' VIP program.
- Turnover is the sum of all losing rolling chip wagers within our Macau Operations' VIP program.
- Table games win is the amount of table drop or turnover that is retained and recorded as casino revenues. Table games win is before discounts, commissions and the allocation of casino revenues to rooms, food and beverage and other revenues for services provided to casino customers on a complimentary basis.
- Slot machine win is the amount of handle (representing the total amount wagered) that is retained by us and is recorded as casino revenues. Slot machine win is after adjustment for progressive accruals and free play, but before discounts and the allocation of casino revenues to rooms, food and beverage and other revenues for services provided to casino customers on a complimentary basis.
- Average daily rate ("ADR") is calculated by dividing total room revenues, including complimentary (less service charges, if any), by total rooms occupied.
- Revenue per available room ("REVPAR") is calculated by dividing total room revenues, including complimentary (less service charges, if any), by total rooms available.
- Occupancy is calculated by dividing total occupied rooms, including complimentary rooms, by the total rooms available.

Below is a discussion of the methodologies used to calculate win percentages at our resorts.

In our VIP operations in Macau, customers primarily purchase rolling chips from the casino cage and can only use them to make wagers. Winning wagers are paid in cash chips. The loss of the rolling chips in the VIP operations is recorded as turnover and provides a base for calculating VIP win percentage. It is customary in Macau to measure VIP play using this rolling chip method. We expect our win as a percentage of turnover from these operations to be within the range of 2.7% to 3.0%. In our mass market operations in Macau, customers may purchase cash chips at either the gaming tables or at the casino cage.

The measurements from our VIP and mass market operations are not comparable as the measurement method used in our mass market operations tracks the initial purchase of chips at the table and at the casino cage, while the measurement method from our VIP operations tracks the sum of all losing wagers. Accordingly, the base measurement from the VIP operations is much larger than the base measurement from the mass market operations. As a result, the expected win percentage with the same amount of gaming win is lower in the VIP operations when compared to the mass market operations.

In Las Vegas, customers purchase chips at the gaming tables. The cash and net markers used to purchase chips are deposited in the gaming table's drop box. This is the base of measurement that we use for calculating win percentage in Las Vegas. Each type of table game has its own theoretical win percentage. Our expected table games win percentage in Las Vegas is 22% to 26%.

## Results of Operations

### *Summary of second quarter 2018 results*

The results reflect the Company's adoption of the new accounting guidance for revenue recognition ("ASC 606"), effective January 1, 2018. Certain prior period amounts have been adjusted to reflect the full retrospective adoption of ASC 606, with no impact on operating income, net income or Adjusted Property EBITDA.

The following table summarizes our consolidated financial results for the periods presented (dollars in thousands, except per share data):

	Three Months Ended June 30,		Percent Change	Six Months Ended June 30,		Percent Change
	2018	2017		2018	2017	
Operating revenues	\$ 1,605,424	\$ 1,472,892	9.0	\$ 3,321,002	\$ 2,896,649	14.6
Net income (loss) attributable to Wynn Resorts, Limited	\$ 155,756	\$ 74,916	107.9	\$ (48,551)	\$ 175,731	NM
Diluted net income (loss) per share	\$ 1.44	\$ 0.73	97.3	\$ (0.46)	\$ 1.72	NM
Adjusted Property EBITDA	\$ 476,350	\$ 430,011	10.8	\$ 1,040,679	\$ 857,550	21.4

NM - not meaningful

Net income attributable to Wynn Resorts, Limited for the three months ended June 30, 2018, was \$155.8 million, or \$1.44 per diluted share, compared to \$74.9 million, or \$0.73 per diluted share, for the same period of 2017. The increase was primarily due to an increase in operating income from Wynn Palace.

Adjusted Property EBITDA was \$476.4 million for the three months ended June 30, 2018, an increase of 10.8%, or \$46.3 million, from \$430.0 million for the same period of 2017. This was driven by an increase of \$91.9 million from Wynn Palace, partially offset by decreases of \$37.5 million and \$8.1 million from Wynn Macau and our Las Vegas Operations, respectively.

Net loss attributable to Wynn Resorts, Limited for the six months ended June 30, 2018, was \$48.6 million, or \$0.46 per diluted share, compared to net income attributable to Wynn Resorts, Limited of \$175.7 million, or \$1.72 per diluted share, for the same period of 2017. The decrease was primarily due to \$463.6 million in litigation settlement expense and \$41.1 million increase in the change in Redemption Note fair value during the six months ended June 30, 2018. These were partially offset by increases in our benefit for income taxes and operating income from Wynn Palace.

Adjusted Property EBITDA was \$1.04 billion for the six months ended June 30, 2018, an increase of 21.4%, or \$183.1 million, from \$857.6 million for the same period of 2017. This was primarily driven by an increase of \$191.9 million from Wynn Palace, partially offset by a decrease of \$8.8 million from Wynn Macau. Las Vegas Operations were flat for the comparable periods.

**Financial results for the three months ended June 30, 2018 compared to the three months ended June 30, 2017.**

*Operating revenues*

The following table presents operating revenues from our Macau and Las Vegas Operations (dollars in thousands):

	Three Months Ended June 30,		Percent Change
	2018	2017	
<b>Operating revenues</b>			
Macau Operations:			
Wynn Macau	\$ 543,284	\$ 638,476	(14.9)
Wynn Palace	620,586	396,407	56.6
<b>Total Macau Operations</b>	<b>1,163,870</b>	<b>1,034,883</b>	12.5
Las Vegas Operations	441,554	438,009	0.8
	<b>\$ 1,605,424</b>	<b>\$ 1,472,892</b>	9.0

Operating revenues increased 9.0%, or \$132.5 million, to \$1.61 billion for the three months ended June 30, 2018, from \$1.47 billion for the same period of 2017. The increase was the result of increases of \$224.2 million and \$3.5 million from Wynn Palace and our Las Vegas Operations, respectively. These increases were partially offset by a decrease of \$95.2 million from Wynn Macau.

Non-casino revenues consist of operating revenues from rooms, food and beverage, entertainment, retail and other. The following table presents operating revenues from our casino and non-casino revenues (dollars in thousands):

	Three Months Ended June 30,		Percent Change
	2018	2017	
<b>Operating revenues</b>			
Casino revenues	\$ 1,100,027	\$ 1,001,828	9.8
Non-casino revenues	505,397	471,064	7.3
	<b>\$ 1,605,424</b>	<b>\$ 1,472,892</b>	9.0

Casino revenues were 68.5% of total operating revenues for the three months ended June 30, 2018, compared to 68.0% for the same period of 2017, while non-casino revenues were 31.5% of total operating revenues, compared to 32.0% for the same period of 2017.

*Casino revenues*

Casino revenues increased 9.8%, or \$98.2 million, to \$1.10 billion for the three months ended June 30, 2018, from \$1.00 billion for the same period of 2017. This was primarily due to an increase of \$201.8 million from Wynn Palace, partially offset by a decrease of \$104.8 million from Wynn Macau. The increase in casino revenues from Wynn Palace was driven by increases of 67.2% and 20.9% in table drop and VIP turnover, respectively. The VIP operations at Wynn Palace also benefited from an increase in VIP win as a percentage of turnover from 2.18% to 3.00%. The decrease in casino revenues from Wynn Macau was primarily attributable to a decrease in VIP turnover of 13.1% and a decrease in VIP win as a percentage of turnover from 3.53% to 2.56%.

Prior to the opening of Wynn Palace, the Gaming Inspection and Coordination Bureau of Macau authorized 100 new table games for operation at Wynn Palace with 25 additional table games authorized for operation on January 1, 2017, and a further 25 new table games for operation on January 1, 2018, for a total of 150 new table games in the aggregate. In addition, we have and will continue to share table games between Wynn Macau and Wynn Palace, subject to the aggregate cap, to optimize our casino operations. As of July 15, 2018, we had a total of 306 table games at Wynn Macau and 321 at Wynn Palace.

The table below sets forth our casino revenues and associated key operating measures for our Macau and Las Vegas Operations (dollars in thousands, except for win per unit per day):

	Three Months Ended June 30,		Increase/ (Decrease)	Percent Change
	2018	2017		
<b>Macau Operations:</b>				
Wynn Macau:				
Total casino revenues	\$ 473,267	\$ 578,061	\$ (104,794)	(18.1)
VIP:				
Average number of table games	112	98	14	14.3
VIP turnover	\$ 13,928,463	\$ 16,023,080	\$ (2,094,617)	(13.1)
VIP table games win	\$ 357,166	\$ 566,091	\$ (208,925)	(36.9)
VIP win as a % of turnover	2.56%	3.53%	(0.97)	
Table games win per unit per day	\$ 35,044	\$ 63,735	\$ (28,691)	(45.0)
Mass market:				
Average number of table games	204	205	(1)	(0.5)
Table drop	\$ 1,293,154	\$ 1,067,718	\$ 225,436	21.1
Table games win	\$ 252,038	\$ 221,567	\$ 30,471	13.8
Table games win %	19.5%	20.8%	(1.3)	
Table games win per unit per day	\$ 13,577	\$ 11,903	\$ 1,674	14.1
Average number of slot machines	922	917	5	0.5
Slot machine handle	\$ 963,635	\$ 867,889	\$ 95,746	11.0
Slot machine win	\$ 40,426	\$ 39,531	\$ 895	2.3
Slot machine win per unit per day	\$ 482	\$ 474	\$ 8	1.7
Wynn Palace:				
Total casino revenues	\$ 525,026	\$ 323,263	\$ 201,763	62.4
VIP:				
Average number of table games	115	105	10	9.5
VIP turnover	\$ 14,029,065	\$ 11,604,672	\$ 2,424,393	20.9
VIP table games win	\$ 420,181	\$ 252,641	\$ 167,540	66.3
VIP win as a % of turnover	3.00%	2.18%	0.82	
Table games win per unit per day	\$ 40,036	\$ 26,541	\$ 13,495	50.8
Mass market:				
Average number of table games	211	202	9	4.5
Table drop	\$ 1,218,863	\$ 729,006	\$ 489,857	67.2
Table games win	\$ 280,568	\$ 168,746	\$ 111,822	66.3
Table games win %	23.0%	23.1%	(0.1)	
Table games win per unit per day	\$ 14,632	\$ 9,203	\$ 5,429	59.0
Average number of slot machines	1,069	1,025	44	4.3
Slot machine handle	\$ 940,972	\$ 657,850	\$ 283,122	43.0
Slot machine win	\$ 44,164	\$ 34,814	\$ 9,350	26.9
Slot machine win per unit per day	\$ 454	\$ 373	\$ 81	21.7

	Three Months Ended June 30,		Increase/ (Decrease)	Percent Change
	2018	2017		
<b>Las Vegas Operations:</b>				
Total casino revenues	\$ 101,734	\$ 100,504	\$ 1,230	1.2
Average number of table games	236	234	2	0.9
Table drop	\$ 403,730	\$ 419,338	\$ (15,608)	(3.7)
Table games win	\$ 100,987	\$ 101,300	\$ (313)	(0.3)
Table games win %	25.0%	24.2%	0.8	
Table games win per unit per day	\$ 4,694	\$ 4,749	\$ (55)	(1.2)
Average number of slot machines	1,820	1,836	(16)	(0.9)
Slot machine handle	\$ 778,447	\$ 764,786	\$ 13,661	1.8
Slot machine win	\$ 49,418	\$ 53,017	\$ (3,599)	(6.8)
Slot machine win per unit per day	\$ 298	\$ 317	\$ (19)	(6.0)

#### Non-casino revenues

Non-casino revenues increased 7.3%, or \$34.3 million, to \$505.4 million for the three months ended June 30, 2018, from \$471.1 million for the same period of 2017. This is primarily due to increases of \$22.4 million and \$9.6 million from Wynn Palace and Wynn Macau, respectively.

Room revenues increased 12.8%, or \$21.1 million, to \$186.1 million for the three months ended June 30, 2018, from \$164.9 million for the same period of 2017. This is primarily due to increases of \$12.9 million, \$4.5 million and \$3.7 million, from Wynn Palace, our Las Vegas Operations and Wynn Macau, respectively. These increases were primarily driven by higher ADR.

The table below sets forth our room revenues and associated key operating measures for our Macau and Las Vegas Operations:

	Three Months Ended June 30,		Percent Change (1)
	2018	2017	
<b>Macau Operations:</b>			
Wynn Macau:			
Total room revenues (dollars in thousands)	\$ 27,072	\$ 23,338	16.0
Occupancy	99.4%	97.5%	1.9
ADR	\$ 272	\$ 235	15.7
REVPAR	\$ 271	\$ 229	18.3
Wynn Palace:			
Total room revenues (dollars in thousands)	\$ 40,724	\$ 27,861	46.2
Occupancy	96.2%	96.2%	—
ADR	\$ 254	\$ 186	36.6
REVPAR	\$ 245	\$ 178	37.6
<b>Las Vegas Operations:</b>			
Total room revenues (dollars in thousands)	\$ 118,255	\$ 113,741	4.0
Occupancy	87.7%	88.7%	(1.0)
ADR	\$ 313	\$ 298	5.0
REVPAR	\$ 274	\$ 265	3.4

(1) Except occupancy, which is presented as a percentage point change.

Food and beverage revenues increased 5.2%, or \$10.6 million, to \$214.9 million for the three months ended June 30, 2018, from \$204.3 million for the same period of 2017, primarily due to increases of \$4.4 million and \$3.9 million from Wynn Palace and our Las Vegas Operations, respectively, as a result of increased covers at our restaurants.

Entertainment, retail and other revenues increased 2.6%, or \$2.6 million, to \$104.5 million for the three months ended June 30, 2018, from \$101.8 million for the same period of 2017. The increase was primarily due to higher sales at retail outlets at Wynn Palace and Wynn Macau.

#### *Operating expenses*

Operating expenses increased 8.1%, or \$99.8 million, to \$1.33 billion for the three months ended June 30, 2018, from \$1.23 billion for the same period of 2017, primarily due to increases in casino expenses, general and administrative expenses and food and beverage expenses of \$58.6 million, \$19.5 million and \$13.6 million, respectively.

Casino expenses increased 9.0%, or \$58.6 million, to \$707.2 million for the three months ended June 30, 2018, from \$648.6 million for the same period of 2017. This is primarily due to an increase of \$121.3 million from Wynn Palace, partially offset by a decrease of \$62.9 million from Wynn Macau. These changes were primarily driven by gaming taxes and were commensurate with the changes in casino revenues for the respective property.

Room expenses increased 2.7%, or \$1.7 million, to \$63.7 million for the three months ended June 30, 2018, from \$62.0 million for the same period of 2017, primarily due to our Las Vegas Operations and commensurate with an increase in room revenues.

Food and beverage expenses increased 8.8%, or \$13.6 million, to \$168.3 million for the three months ended June 30, 2018, from \$154.7 million for the same period of 2017, primarily due to increases of \$8.4 million and \$4.0 million from our Las Vegas Operations and Wynn Palace, respectively. The increase from our Las Vegas Operations was primarily driven by a recent change in federal law that impacted wages beginning in the current period and higher costs in the current period for entertainment at Wynn Las Vegas nightclubs. The increase at Wynn Palace was primarily due to increased sales at our restaurants.

General and administrative expenses increased 11.9%, or \$19.5 million, to \$183.6 million for the three months ended June 30, 2018, from \$164.2 million for the same period of 2017, primarily due to an increase of \$8.6 million in corporate-related expenses and an increase of \$6.6 million at Wynn Palace. The increase in corporate-related expenses was primarily related to legal expenses.

Pre-opening expenses were \$11.2 million for the three months ended June 30, 2018, compared to \$6.8 million for the same period of 2017. During the three months ended June 30, 2018, we incurred pre-opening expenses of \$11.1 million related to Encore Boston Harbor and \$0.1 million related to the redevelopment of a portion of the land previously occupied by the Wynn Las Vegas golf course. During the three months ended June 30, 2017, we incurred pre-opening expenses of \$6.5 million related to Encore Boston Harbor and \$0.3 million at our Las Vegas Operations.

Depreciation and amortization was relatively flat at \$137.9 million for the three months ended June 30, 2018 compared to the same period of 2017.

### Interest expense, net of amounts capitalized

The following table summarizes information related to interest expense (dollars in thousands):

	Three Months Ended June 30,		Percent Change
	2018	2017	
<b>Interest expense</b>			
Interest expense, including amortization of debt issuance costs and original issue discount and premium	\$ 102,545	\$ 101,388	1.1
Capitalized interest	(12,647)	(3,649)	246.6
	<b>\$ 89,898</b>	<b>\$ 97,739</b>	<b>(8.0)</b>
Weighted average total debt balance	\$ 8,530,027	\$ 10,002,047	
Weighted average interest rate	4.81%	4.05%	

Interest expense increased \$1.2 million for the three months ended June 30, 2018, compared to the same period of 2017, primarily due to an increase in our weighted average interest rate, partially offset by a decrease in our weighted average total debt balance. Capitalized interest increased \$9.0 million for the three months ended June 30, 2018, compared to the same period of 2017, primarily due to Encore Boston Harbor construction activities.

### Other non-operating income and expenses

During the first quarter of 2018, we repaid the \$1.94 billion principal amount of the Redemption Note, and therefore did not record a change in the fair value of the Redemption Note for the three months ended June 30, 2018. For the three months ended June 30, 2017, we recorded a loss of \$12.4 million from the change in the fair value of the Redemption Note. The change in fair value was a result of changes in certain variables used to calculate the estimated fair value. For further information on the fair value of the Redemption Note, see Item 1—"Notes to Condensed Consolidated Financial Statements," Note 2, "Summary of Significant Accounting Policies."

Interest income was \$6.9 million for the three months ended June 30, 2018, compared to \$7.1 million for the three months ended June 30, 2017. During 2018 and 2017, our short-term investment strategy has been to preserve capital while retaining sufficient liquidity. The majority of our short-term investment amounts were in time deposits, fixed deposits and money market accounts with a maturity of three months or less.

We incurred a loss of \$1.0 million and \$11.8 million for the three months ended June 30, 2018 and 2017, respectively, from foreign currency remeasurements. The losses were primarily due to the impact of the exchange rate fluctuation of the Macau pataca, in relation to the U.S. dollar, on the remeasurements of U.S. dollar denominated debt and other obligations from our Macau-related entities.

### Income taxes

We recorded an income tax benefit of \$9.7 million for the three months ended June 30, 2018, compared to an income tax expense of \$2.6 million for the same period of 2017. The 2018 income tax benefit primarily related to an increase in deferred tax assets. The 2017 income tax expense primarily related to an increase in the domestic valuation allowance for U.S. foreign tax credits.

### Net income attributable to noncontrolling interests

Net income attributable to noncontrolling interests was \$49.5 million for the three months ended June 30, 2018, compared to \$31.9 million for the same period of 2017. These amounts were primarily related to the noncontrolling interests' share of net income from WML.



**Financial results for the six months ended June 30, 2018 compared to the six months ended June 30, 2017.**
**Operating revenues**

The following table presents operating revenues from our Macau and Las Vegas Operations (dollars in thousands):

	Six Months Ended June 30,		Percent Change
	2018	2017	
<b>Operating revenues</b>			
Macau Operations			
Wynn Macau	\$ 1,161,525	\$ 1,191,192	(2.5)
Wynn Palace	1,286,432	848,713	51.6
<b>Total Macau Operations</b>	<b>2,447,957</b>	<b>2,039,905</b>	<b>20.0</b>
Las Vegas Operations	873,045	856,744	1.9
	<b>\$ 3,321,002</b>	<b>\$ 2,896,649</b>	<b>14.6</b>

Operating revenues increased 14.6%, or \$424.4 million, to \$3.32 billion for the six months ended June 30, 2018, from \$2.90 billion for the same period of 2017. The increase was primarily due to increases of \$437.7 million and \$16.3 million from Wynn Palace and our Las Vegas Operations, respectively. These increases were partially offset by a decrease of \$29.7 million from Wynn Macau.

The following table presents operating revenues from our casino and non-casino revenues (dollars in thousands):

	Six Months Ended June 30,		Percent Change
	2018	2017	
<b>Operating revenues</b>			
Casino revenues	\$ 2,342,166	\$ 1,991,568	17.6
Non-casino revenues	978,836	905,081	8.1
	<b>\$ 3,321,002</b>	<b>\$ 2,896,649</b>	<b>14.6</b>

Casino revenues were 70.5% of total operating revenues for the six months ended June 30, 2018, compared to 68.8% for the same period of 2017, while non-casino revenues were 29.5% of total operating revenues, compared to 31.2% for the same period of 2017.

**Casino revenues**

Casino revenues increased 17.6%, or \$350.6 million, to \$2.34 billion for the six months ended June 30, 2018, from \$1.99 billion for the same period of 2017. This was primarily due to an increase of \$393.1 million from Wynn Palace driven by increases of 62.5% and 29.9% in table drop and VIP turnover, respectively. The VIP operations at Wynn Palace also benefited from VIP win as a percentage of turnover increase from 2.59% to 2.79%.

The table below sets forth our casino revenues and associated key operating measures for our Macau and Las Vegas Operations (dollars in thousands, except for win per unit per day):

	Six Months Ended June 30,			Percent Change
	2018	2017	Increase/(Decrease)	
<b>Macau Operations:</b>				
Wynn Macau:				
Total casino revenues	\$ 1,012,302	\$ 1,066,035	\$ (53,733)	(5.0)
VIP:				
Average number of table games	113	92	21	22.8
VIP turnover	\$ 31,015,918	\$ 29,307,843	\$ 1,708,075	5.8
VIP table games win	\$ 802,355	\$ 1,005,002	\$ (202,647)	(20.2)
VIP win as a % of turnover	2.59%	3.43%	(0.84)	
Table games win per unit per day	\$ 39,295	\$ 60,129	\$ (20,834)	(34.6)
Mass market:				
Average number of table games	203	204	(1)	(0.5)
Table drop	\$ 2,615,969	\$ 2,204,614	\$ 411,355	18.7
Table games win	\$ 508,519	\$ 434,471	\$ 74,048	17.0
Table games win %	19.4%	19.7%	(0.3)	
Table games win per unit per day	\$ 13,808	\$ 11,755	\$ 2,053	17.5
Average number of slot machines	930	901	29	3.2
Slot machine handle	\$ 1,966,454	\$ 1,724,572	\$ 241,882	14.0
Slot machine win	\$ 82,191	\$ 78,085	\$ 4,106	5.3
Slot machine win per unit per day	\$ 488	\$ 479	\$ 9	1.9
Wynn Palace:				
Total casino revenues	\$ 1,093,487	\$ 700,363	\$ 393,124	56.1
VIP:				
Average number of table games	115	98	17	17.3
VIP turnover	\$ 29,414,898	\$ 22,646,354	\$ 6,768,544	29.9
VIP table games win	\$ 820,072	\$ 587,383	\$ 232,689	39.6
VIP win as a % of turnover	2.79%	2.59%	0.20	
Table games win per unit per day	\$ 39,289	\$ 33,141	\$ 6,148	18.6
Mass market:				
Average number of table games	211	206	5	2.4
Table drop	\$ 2,436,064	\$ 1,499,024	\$ 937,040	62.5
Table games win	\$ 590,728	\$ 336,373	\$ 254,355	75.6
Table games win %	24.2%	22.4%	1.8	
Table games win per unit per day	\$ 15,482	\$ 9,019	\$ 6,463	71.7
Average number of slot machines	1,065	1,011	54	5.3
Slot machine handle	\$ 1,999,068	\$ 1,315,430	\$ 683,638	52.0
Slot machine win	\$ 99,949	\$ 68,748	\$ 31,201	45.4
Slot machine win per unit per day	\$ 518	\$ 376	\$ 142	37.8

	Six Months Ended June 30,			Percent Change
	2018	2017	Increase/(Decrease)	
<b>Las Vegas Operations:</b>				
Total casino revenues	\$ 236,377	\$ 225,170	\$ 11,207	5.0
Average number of table games	237	235	2	0.9
Table drop	\$ 940,311	\$ 877,935	\$ 62,376	7.1
Table games win	\$ 255,420	\$ 232,147	\$ 23,273	10.0
Table games win %	27.2%	26.4%	0.8	
Table games win per unit per day	\$ 5,950	\$ 5,448	\$ 502	9.2
Average number of slot machines	1,825	1,871	(46)	(2.5)
Slot machine handle	\$ 1,522,580	\$ 1,530,700	\$ (8,120)	(0.5)
Slot machine win	\$ 98,681	\$ 102,735	\$ (4,054)	(3.9)
Slot machine win per unit per day	\$ 299	\$ 303	\$ (4)	(1.3)

#### Non-casino revenues

Non-casino revenues increased 8.1%, or \$73.8 million, to \$978.8 million for the six months ended June 30, 2018, from \$905.1 million for the same period of 2017, due to increases of \$44.6 million, \$24.1 million and \$5.1 million from Wynn Palace, Wynn Macau, and our Las Vegas Operations, respectively.

Room revenues increased 12.8%, or \$42.6 million, to \$376.4 million for the six months ended June 30, 2018, from \$333.8 million for the same period of 2017, primarily due to higher ADR at Wynn Macau, Wynn Palace, and our Las Vegas Operations.

The table below sets forth our room revenues and associated key operating measures for our Macau and Las Vegas Operations:

	Six Months Ended June 30,		Percent Change (1)
	2018	2017	
<b>Macau Operations:</b>			
Wynn Macau:			
Total room revenues (dollars in thousands)	\$ 55,484	\$ 47,205	17.5
Occupancy	99.2%	96.6%	2.6
ADR	\$ 282	\$ 241	17.0
REVPAR	\$ 279	\$ 233	19.7
Wynn Palace:			
Total room revenues (dollars in thousands)	\$ 81,165	\$ 57,189	41.9
Occupancy	96.5%	95.9%	0.6
ADR	\$ 253	\$ 190	33.2
REVPAR	\$ 244	\$ 182	34.1
<b>Las Vegas Operations:</b>			
Total room revenues (dollars in thousands)	\$ 239,712	\$ 229,370	4.5
Occupancy	85.8%	87.1%	(1.3)
ADR	\$ 326	\$ 307	6.2
REVPAR	\$ 280	\$ 268	4.5

(1) Except occupancy, which is presented as a percentage point change.

Food and beverage revenues increased 5.0%, or \$18.3 million, to \$387.1 million for the six months ended June 30, 2018, from \$368.8 million for the same period of 2017, due to increases of \$8.8 million, \$5.3 million and \$4.2 million at Wynn Palace, Wynn Macau and our Las Vegas Operations, respectively, primarily as a result of increased covers at our restaurants.

Entertainment, retail and other revenues increased 6.4%, or \$12.9 million, to \$215.4 million for the six months ended June 30, 2018, from \$202.5 million for the same period of 2017. This is primarily due to higher sales at retail outlets at Wynn Palace and Wynn Macau.

#### *Operating expenses*

Operating expenses increased 30.1%, or \$722.9 million, to \$3.12 billion for the six months ended June 30, 2018, from \$2.40 billion for the same period of 2017, primarily due to litigation settlement expense of \$463.6 million and higher casino expenses of \$193.2 million.

Casino expenses increased 15.1%, or \$193.2 million, to \$1.47 billion for the six months ended June 30, 2018, from \$1.28 billion for the same period of 2017. This is primarily due to an increase of \$224.5 million from Wynn Palace, partially offset by a decrease of \$34.3 million from Wynn Macau. These changes were driven by gaming taxes and were commensurate with the changes in casino revenues for the respective property.

Room expenses increased 3.3%, or \$4.1 million, to \$126.9 million for the six months ended June 30, 2018, from \$122.8 million for the same period of 2017, primarily related to our Las Vegas Operations and commensurate with an increase in room revenues.

Food and beverage expenses increased 6.8%, or \$19.4 million, to \$306.0 million for the six months ended June 30, 2018, from \$286.5 million for the same period of 2017, primarily due to increases of \$9.0 million and \$7.7 million from our Las Vegas Operations and Wynn Palace, respectively. The increase from our Las Vegas Operations was primarily driven by a recent change in federal law that impacted wages beginning in the current period and higher costs in the current period for entertainment at Wynn Las Vegas nightclubs. The increase at Wynn Palace was primarily due to increased sales at our restaurants.

General and administrative expenses increased 9.0%, or \$29.1 million, to \$353.2 million for the six months ended June 30, 2018, from \$324.1 million for the same period of 2017, primarily due to an increase of \$12.9 million in corporate-related expenses and an increase of \$11.1 million at Wynn Palace. The increase in corporate-related expenses was primarily related to legal expenses.

Litigation settlement expense of \$463.6 million was incurred during the six months ended June 30, 2018 in connection with the repayment of the Redemption Note for claims related to the allegedly below-market interest rate of the Redemption Note. For more information, see Item 1 — "Notes to Condensed Consolidated Financial Statements," Note 13, "Commitments and Contingencies."

Provision for doubtful accounts was a benefit of \$0.7 million for the six months ended June 30, 2018, compared to \$6.2 million for the same period of 2017. The change was primarily due to the impact of historical collection patterns and current collection trends, as well as the specific review of customer accounts, on our estimated allowance for the respective periods.

Pre-opening expenses were \$21.5 million for the six months ended June 30, 2018, compared to \$12.5 million for the same period of 2017. During the six months ended June 30, 2018, we incurred pre-opening expenses of \$20.6 million related to Encore Boston Harbor and \$0.9 million related to the redevelopment of a portion of the land previously occupied by the Wynn Las Vegas golf course. During the six months ended June 30, 2017, we incurred pre-opening expenses of \$12.0 million related to Encore Boston Harbor and \$0.5 million at our Las Vegas Operations.

Depreciation and amortization decreased 1.2%, or \$3.3 million, to \$274.2 million for the six months ended June 30, 2018, from \$277.5 million for the same period of 2017. The decrease was the result of certain Wynn Macau assets becoming fully depreciated.

### Interest expense, net of amounts capitalized

The following table summarizes information related to interest expense (dollars in thousands):

	<u>Six Months Ended June 30,</u>		<u>Percent Change</u>
	<u>2018</u>	<u>2017</u>	
<b>Interest expense</b>			
Interest expense, including amortization of debt issuance costs and original issue discount and premium	\$ 209,616	\$ 202,107	3.7
Capitalized interest	(21,491)	(6,106)	252.0
	<u>\$ 188,125</u>	<u>\$ 196,001</u>	(4.0)
Weighted average total debt balance	9,102,017	10,059,491	
Weighted average interest rate	4.60%	4.02%	

Interest expense increased \$7.5 million for the six months ended June 30, 2018, compared to the same period of 2017, primarily due to an increase in our weighted average interest rate, partially offset by a decrease in our weighted average total debt balance. Capitalized interest increased \$15.4 million for the six months ended June 30, 2018, compared to the same period of 2017, primarily due to Encore Boston Harbor construction activities.

### Other non-operating income and expenses

We incurred losses of \$69.3 million and \$28.3 million for the six months ended June 30, 2018 and 2017, respectively, from the change in fair value of the Redemption Note. The change in fair value is a result of changes in certain variables used to calculate the estimated fair value. During the first quarter of 2018, we repaid the \$1.94 billion principal amount of the Redemption Note.

Interest income was \$14.1 million for the six months ended June 30, 2018, compared to \$13.6 million for the same period of 2017. During 2018 and 2017, our short-term investment strategy has been to preserve capital while retaining sufficient liquidity. The majority of our short-term investment amounts were in time deposits, fixed deposits and money market accounts with a maturity of three months or less.

We incurred a \$2.3 million net gain on extinguishment of debt for the six months ended June 30, 2018 related to the repayment of the Redemption Note, Wynn Resorts' purchase of \$40 million of Wynn Las Vegas' 5 1/2% Senior Notes due 2025 and 5 1/4% Senior Notes due 2027 and the execution of the supplemental indenture related to Wynn Las Vegas' 4 1/4% Senior Notes due 2023. We incurred losses on extinguishment of debt of \$22.3 million for the six months ended June 30, 2017 related to the cash tender offer and subsequent redemption of 5 3/8% First Mortgage Notes due 2022, the issuance of the 5 1/4% Senior Notes due 2027, and the amendment of the Wynn America credit facilities.

We incurred losses of \$10.2 million and \$17.9 million for the six months ended June 30, 2018 and 2017, respectively, from foreign currency remeasurements. The losses were primarily due to the impact of the exchange rate fluctuation of the Macau pataca, in relation to the U.S. dollar, on the remeasurements of U.S. dollar denominated debt and other obligations from our Macau-related entities.

### Income taxes

We recorded an income tax benefit of \$120.7 million for the six months ended June 30, 2018 compared to an income tax expense of \$5.5 million for the same period in 2017. The 2018 income tax benefit primarily related to the settlement of the Redemption Note. The 2017 income tax expense primarily related to an increase in the domestic valuation allowance for U.S. foreign tax credits.

*Net income attributable to noncontrolling interests*

Net income attributable to noncontrolling interests was \$116.4 million for the six months ended June 30, 2018, compared to \$63.6 million for the same period of 2017. These amounts were primarily related to the noncontrolling interests' share of net income from WML.

**Adjusted Property EBITDA**

We use Adjusted Property EBITDA to manage the operating results of our segments. Adjusted Property EBITDA is net income before interest, income taxes, depreciation and amortization, litigation settlement expense, pre-opening expenses, property charges and other, management and license fees, corporate expenses and other (including intercompany golf course and water rights leases), stock-based compensation, gain (loss) on extinguishment of debt, change in interest rate swap fair value, change in Redemption Note fair value and other non-operating income and expenses. Adjusted Property EBITDA is presented exclusively as a supplemental disclosure because we believe that it is widely used to measure the performance, and as a basis for valuation, of gaming companies. We use Adjusted Property EBITDA as a measure of the operating performance of our segments and to compare the operating performance of our properties with those of our competitors, as well as a basis for determining certain incentive compensation. We also present Adjusted Property EBITDA because it is used by some investors as a way to measure a company's ability to incur and service debt, make capital expenditures and meet working capital requirements. Gaming companies have historically reported EBITDA as a supplement to financial measures in accordance with U.S. generally accepted accounting principles ("GAAP"). In order to view the operations of their casinos on a more stand-alone basis, gaming companies, including us, have historically excluded from their EBITDA calculations pre-opening expenses, property charges, corporate expenses and stock-based compensation that do not relate to the management of specific casino properties. However, Adjusted Property EBITDA should not be considered as an alternative to operating income as an indicator of our performance, as an alternative to cash flows from operating activities as a measure of liquidity, or as an alternative to any other measure determined in accordance with GAAP. Unlike net income, Adjusted Property EBITDA does not include depreciation or interest expense and therefore does not reflect current or future capital expenditures or the cost of capital. We have significant uses of cash flows, including capital expenditures, interest payments, debt principal repayments, income taxes and other non-recurring charges, which are not reflected in Adjusted Property EBITDA. Also, our calculation of Adjusted Property EBITDA may be different from the calculation methods used by other companies and, therefore, comparability may be limited.

The following table summarizes Adjusted Property EBITDA (in thousands) for our Macau and Las Vegas Operations as reviewed by management and summarized in Item 1—"Notes to Condensed Consolidated Financial Statements," Note 14, "Segment Information." That footnote also presents a reconciliation of Adjusted Property EBITDA to net income (loss) attributable to Wynn Resorts, Limited.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2018	2017	2018	2017
Wynn Macau	\$ 172,928	\$ 210,398	\$ 382,750	\$ 391,504
Wynn Palace	\$ 179,265	\$ 87,403	\$ 391,176	\$ 199,259
Las Vegas Operations	\$ 124,157	\$ 132,210	\$ 266,753	\$ 266,787

Adjusted Property EBITDA at Wynn Macau decreased 17.8% and 2.2% for the three and six months ended June 30, 2018, compared to the same period of 2017, primarily due to casino revenue performance in VIP operations.

Adjusted Property EBITDA at Wynn Palace increased 105.1% and 96.3% for the three and six months ended June 30, 2018, compared to the same period of 2017, primarily driven by significant business volume increases in both VIP and mass market operations and benefit from and increase in VIP win as a percentage of turnover.

Adjusted Property EBITDA at our Las Vegas Operations decreased 6.1% for the three months ended June 30, 2018, compared to the same period of 2017, primarily due to an increase in food and beverage labor-related expenses. Adjusted Property EBITDA was flat for the six months ended June 30, 2018, compared to the same period of 2017.

Refer to the discussion above regarding the specific details of our results of operations.

**Liquidity and Capital Resources****Cash Flows - Summary**

	Six Months Ended June 30,	
	2018	2017
Net cash provided by operating activities	\$ 53,302	\$ 803,552
Net cash used in investing activities	(748,418)	(397,286)
Net cash used in provided by financing activities	(658,248)	(559,433)
Effect of exchange rate on cash, cash equivalents and restricted cash	(4,297)	(3,943)
<b>Decrease in cash, cash equivalents and restricted cash</b>	<b>\$ (1,357,661)</b>	<b>\$ (157,110)</b>

**Operating Activities**

Our operating cash flows primarily consist of the operating income generated by our Macau and Las Vegas Operations (excluding depreciation and amortization and other non-cash charges), interest paid and earned, and changes in working capital accounts such as receivables, inventories, prepaid expenses and payables. Our table games play in both Macau and Las Vegas is a mix of cash and credit play, while our slot machine play is conducted primarily on a cash basis. A significant portion of our table games revenue is attributable to the play of a limited number of premium international customers who gamble on credit. The ability to collect these gaming receivables may impact our operating cash flow for the period. Our rooms, food and beverage, and entertainment, retail, and other revenues are conducted primarily on a cash and credit basis. Accordingly, operating cash flows will be impacted by changes in operating income and accounts receivable.

Net cash provided by operating activities for the six months ended June 30, 2018 was \$53.3 million, compared to \$803.6 million for the same period of 2017. The change was primarily due to \$463.6 million of litigation settlement expense incurred in 2018, and changes in customer deposits.

**Investing Activities**

Net cash used in investing activities for the six months ended June 30, 2018 was \$748.4 million, compared to \$397.3 million for the same period of 2017. During the six months ended June 30, 2018, we incurred \$460.1 million in capital expenditures, net of construction payables and retention, for Encore Boston Harbor and \$336.2 million for the acquisition of land on the Las Vegas Strip directly across from Wynn Las Vegas. During the six months ended June 30, 2017, we incurred capital expenditures, net of construction payables and retention, of \$392.6 million primarily for Encore Boston Harbor.

**Financing Activities**

Net cash used in financing activities for the six months ended June 30, 2018 was \$658.2 million, compared to \$559.4 million for the same period of 2017. During the six months ended June 30, 2018, we repaid the Redemption Note principal amount of \$1.94 billion using cash on hand and amounts borrowed under the Bridge Facility and the WA Senior Revolving Credit Facility. In April 2018, we repaid all amounts borrowed under the Bridge Facility and the WA Senior Revolving Credit Facility using net proceeds of \$915.2 million from a registered public equity offering. In addition, during the six months ended June 30, 2018, we borrowed \$623.3 million under the Macau Senior Revolving Credit Facility, and we used cash of \$270.0 million for the payment of dividends. During the six months ended June 30, 2017, we used cash of \$1.36 billion for the repayment of long-term debt and \$179.6 million for the payment of dividends.

## Capital Resources

As of June 30, 2018, we had \$1.45 billion of cash and cash equivalents and \$131.8 million of available-for-sale investments in domestic and foreign debt securities. Cash and cash equivalents include cash on hand, cash in bank and fixed deposits, investments in money market funds and domestic and foreign bank time deposits, all with original maturities of less than 90 days. Of these amounts, WML and its subsidiaries (of which we own approximately 72%) held \$1.07 billion in cash and cash equivalents. If our portion of this cash was repatriated to the U.S. on June 30, 2018, it would be subject to minimal U.S. taxes in the year of repatriation. Wynn America, LLC and Wynn Las Vegas, LLC held cash balances of \$21.8 million and \$194.8 million, respectively. Wynn Resorts, Limited (including its subsidiaries other than WML, Wynn America, LLC and Wynn Las Vegas, LLC), which is not a guarantor of the debt of its subsidiaries, held \$161.7 million of cash and cash equivalents and \$131.8 million of available-for-sale investments.

The following table summarizes our outstanding borrowings and available borrowing capacity under our credit facilities as of June 30, 2018 (in thousands):

	Facility Borrowing Capacity	Borrowings Outstanding	Letters of Credit Outstanding	Facility Availability
<b>Macau Related:</b>				
Wynn Macau Credit Facilities (1):				
Senior Term Loan Facility	\$ 2,294,864	\$ 2,294,864	\$ —	\$ —
Senior Revolving Credit Facility	747,018	623,345	—	123,673
WML Finance Credit Facility (2)	493,196	—	—	493,196
<b>U.S. Related:</b>				
Wynn America Credit Facilities (3):				
Senior Term Loan Facility	998,260	998,260	—	—
Senior Revolving Credit Facility	375,000	—	17,689	\$ 357,311
<b>Total credit facilities</b>	<b>\$ 4,908,338</b>	<b>\$ 3,916,469</b>	<b>\$ 17,689</b>	<b>\$ 974,180</b>

- Our Macau related credit facilities include a \$2.30 billion equivalent fully funded senior secured term loan facility (the "Wynn Macau Senior Term Loan Facility") and a \$750 million equivalent senior secured revolving credit facility (the "Wynn Macau Senior Revolving Credit Facility," and together with the Wynn Macau Senior Term Loan Facility, the "Wynn Macau Credit Facilities"). The borrower is Wynn Macau SA, an indirect wholly owned subsidiary of WML, and borrowings consist of both United States dollar and Hong Kong dollar tranches. Wynn Macau SA has the ability to upsize the Wynn Macau Credit Facilities by an additional \$1 billion in equivalent senior secured loans upon its satisfaction of various conditions.
- Our Macau related credit facilities include a HK\$3.87 billion (approximately \$493.2 million) cash-collateralized revolving credit facility ("WML Finance Credit Facility") under which WML Finance I, Limited, an indirect wholly owned subsidiary of WML, is the borrower. On July 18, 2018, the WML Finance Credit Facility matured with no outstanding borrowings.
- Our Wynn America credit facilities consist of an \$875 million fully funded senior secured term loan facility (the "WA Senior Term Loan Facility I"), a \$125 million fully funded senior term loan facility (the "WA Senior Term Loan Facility II") and a \$375 million senior secured revolving credit facility (the "WA Senior Revolving Credit Facility," and collectively, the "Wynn America Credit Facilities"), under which Wynn America, LLC, an indirect wholly owned subsidiary of the Company, is the borrower. In June 2018, quarterly repayments of \$1.7 million commenced under the WA Senior Term Loan Facility I.

We expect that our future cash needs will relate primarily to operations, funding of development projects and enhancements to our operating resorts, debt service and retirement and general corporate purposes. We expect to meet our cash needs including our contractual obligations with future anticipated cash flow from operations, availability under our bank credit facilities and our existing cash balances. We intend to primarily fund our current development projects, including Encore Boston Harbor, with the available borrowing capacity under our Wynn America Credit Facilities, cash flows from operations and existing cash balances.

### Retail Term Loan

On July 25, 2018, Wynn/CA Plaza Property Owner, LLC and Wynn/CA Property Owner, LLC (collectively, the "Borrowers"), subsidiaries of the Retail Joint Venture, entered into a term loan agreement to provide for a term loan facility (the "Retail Term Loan") with an aggregate principal amount of \$615 million, a maturity date of July 24, 2025, and an interest rate of LIBOR plus 1.70% per annum. The Company intends to use our portion of the net proceeds for the construction of Encore



Boston Harbor and for other general corporate purposes. For more information on the Retail Term Loan, see Item 1—"Notes to Condensed Consolidated Financial Statements," Note 6, "Long-term Debt."

#### *Other Factors Affecting Liquidity*

Wynn Resorts, Limited is a holding company and, as a result, our ability to pay dividends is highly dependent on our ability to obtain funds and our subsidiaries' ability to provide funds to us. Wynn America, LLC and Wynn Macau SA debt instruments contain customary negative covenants and financial covenants, including, but not limited to, covenants that restrict our ability to pay dividends or distributions to any direct or indirect subsidiaries.

Wynn Las Vegas, LLC intends to fund its operations and capital requirements from cash on hand and operating cash flows. We cannot assure you however, that our Las Vegas Operations will generate sufficient cash flows from operations or the availability of additional indebtedness will be sufficient to enable us to service and repay Wynn Las Vegas, LLC's indebtedness and to fund its other liquidity needs. Similarly, we expect that our Macau Operations will fund Wynn Macau SA and WML's debt service obligations with existing cash, operating cash flows and availability under the Wynn Macau Credit Facilities. However, we cannot assure you that operating cash flows will be sufficient to do so. We may refinance all or a portion of our indebtedness on or before maturity. We cannot assure you that we will be able to refinance any of the indebtedness on acceptable terms or at all.

Legal proceedings in which we are involved also may impact our liquidity. No assurance can be provided as to the outcome of such proceedings. In addition, litigation inherently involves significant costs. For information regarding legal proceedings, see Item 1—"Notes to Condensed Consolidated Financial Statements," Note 13, "Commitments and Contingencies."

Our Board of Directors has authorized an equity repurchase program. Under the equity repurchase program, we may repurchase the Company's outstanding shares from time to time through open market purchases, in privately negotiated transactions, and under plans complying with Rules 10b5-1 and 10b-18 under the Exchange Act. As of June 30, 2018, we had \$1.0 billion in repurchase authority under the program.

We have in the past repurchased, and in the future, we may periodically consider repurchasing our outstanding notes for cash. The amount of any notes to be repurchased, as well as the timing of any repurchases, will be based on business, market and other conditions and factors, including price, contractual requirements or consents, and capital availability.

New business developments or other unforeseen events may occur, resulting in the need to raise additional funds. We continue to explore opportunities to develop additional gaming or related businesses in domestic and international markets. There can be no assurances regarding the business prospects with respect to any other opportunity. Any new development would require us to obtain additional financing. We may decide to conduct any such development through Wynn Resorts, Limited or through subsidiaries separate from the Las Vegas or Macau-related entities.

#### *Off-Balance Sheet Arrangements*

We have not entered into any transactions with special purpose entities nor do we engage in any derivatives, except for interest rate swaps and foreign currency forward contracts. We do not have any retained or contingent interest in assets transferred to an unconsolidated entity. As of June 30, 2018, we had outstanding letters of credit totaling \$17.7 million.

#### *Contractual Obligations and Commitments*

During the six months ended June 30, 2018, there have been no material changes to the contractual obligations previously reported in our Annual Report on Form 10-K for the year ended December 31, 2017, other than (i) the borrowing of \$623.3 million on the Wynn Macau Senior Revolving Credit Facility, which matures in September 2020, (ii) the repayment of the \$1.94 billion Redemption Note, which was to mature in February 2022, and (iii) the acquisition of a ground lease that has annual rental payments of \$3.8 million until 2023 and total payments of \$370.7 million thereafter.

#### **Critical Accounting Policies and Estimates**

A description of our critical accounting policies is included in Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2017. There have been no significant changes to these policies for the six months ended June 30, 2018.

## Recently Adopted Accounting Standards and Accounting Standards Issued But Not Yet Adopted

See related disclosure in Item 1—"Notes to Condensed Consolidated Financial Statements," Note 2, "Summary of Significant Accounting Policies."

## Special Note Regarding Forward-Looking Statements

We make forward-looking statements in this Quarterly Report on Form 10-Q based upon the beliefs and assumptions of our management and on information currently available to us. Forward-looking statements include, but are not limited to, information about our business strategy, development activities, competition and possible or assumed future results of operations, throughout this report and are often preceded by, followed by or include the words "may," "will," "should," "would," "could," "believe," "expect," "anticipate," "estimate," "intend," "plan," "continue" or the negative of these terms or similar expressions.

Forward-looking statements are subject to a number of risks and uncertainties that could cause actual results to differ materially from those we express in these forward-looking statements, including the risks and uncertainties in Item 1A — "Risk Factors" of our Annual Report on Form 10-K for the year ended December 31, 2017 and other factors we describe from time to time in our periodic filings with the Securities and Exchange Commission ("SEC"), such as:

- controversy, regulatory action, litigation and investigations related to Stephen A. Wynn and his separation from the Company;
- extensive regulation of our business (including the Chinese government's ongoing anti-corruption campaign) and the cost of compliance or failure to comply with applicable laws and regulations;
- pending or future claims and legal proceedings, regulatory or enforcement actions or probity investigations (including those related to the former Chairman and CEO of the Company);
- our ability to maintain our gaming licenses and concessions;
- our dependence on key employees;
- general global political and economic conditions, in the U.S. and China, which may impact levels of travel, leisure and consumer spending;
- restrictions or conditions on visitation by citizens of mainland China to Macau;
- the impact on the travel and leisure industry from factors such as an outbreak of an infectious disease, extreme weather patterns or natural disasters, military conflicts and any future security alerts and/or terrorist attacks;
- doing business in foreign locations such as Macau;
- our ability to maintain our customer relationships and collect and enforce gaming receivables;
- our relationships with Macau gaming promoters;
- our dependence on a limited number of resorts and locations for all of our cash flow and our subsidiaries' ability to pay us dividends and distributions;
- competition in the casino/hotel and resort industries and actions taken by our competitors, including new development and construction activities of competitors;
- factors affecting the development and success of new gaming and resort properties (including limited labor resources, government labor and gaming policies and transportation infrastructure in Macau; and cost increases, environmental regulation, and our ability to secure necessary permits and approvals in Everett, Massachusetts);
- construction risks (including disputes with and defaults by contractors and subcontractors; construction, equipment or staffing problems; shortages of materials or skilled labor; environment, health and safety issues; and unanticipated cost increases);
- legalization of gaming in other jurisdictions;
- any violations by us of the anti-money laundering laws or Foreign Corrupt Practices Act;
- changes in gaming laws or regulations;
- changes in federal, foreign, or state tax laws or the administration of such laws;
- potential violations of law by Mr. Kazuo Okada, a former stockholder of ours;
- continued compliance with all provisions in our debt agreements;
- conditions precedent to funding under our credit facilities;
- leverage and debt service (including sensitivity to fluctuations in interest rates);
- cybersecurity risk, including misappropriation of customer information or other breaches of information security;
- our ability to protect our intellectual property rights; and

- our current and future insurance coverage levels.

Further information on potential factors that could affect our financial condition, results of operations and business are included in this report and our other filings with the SEC. You should not place undue reliance on any forward-looking statements, which are based only on information available to us at the time this statement is made. We undertake no obligation to update or revise any forward-looking statement, whether as a result of new information, future developments or otherwise.

### **Item 3. Quantitative and Qualitative Disclosures About Market Risk**

Market risk is the risk of loss arising from adverse changes in market rates and prices, such as interest rates, foreign currency exchange rates and commodity prices.

#### ***Interest Rate Risks***

One of our primary exposures to market risk is interest rate risk associated with our debt facilities that bear interest based on floating rates. We attempt to manage interest rate risk by managing the mix of long-term fixed rate borrowings and variable rate borrowings, supplemented by hedging activities as believed by us to be appropriate. We cannot assure you that these risk management strategies will have the desired effect, and interest rate fluctuations could have a negative impact on our results of operations.

#### ***Interest Rate Sensitivity***

As of June 30, 2018, approximately 53.5% of our long-term debt was based on fixed rates. Based on our borrowings as of June 30, 2018, an assumed 100 basis point change in the variable rates would cause our annual interest expense to change by \$39.2 million.

#### ***Foreign Currency Risks***

The currency delineated in Wynn Macau SA's concession agreement with the government of Macau is the Macau pataca. The Macau pataca, which is not a freely convertible currency, is linked to the Hong Kong dollar, and in many cases the two are used interchangeably in Macau. The Hong Kong dollar is linked to the U.S. dollar and the exchange rate between these two currencies has remained relatively stable over the past several years. However, the exchange linkages of the Hong Kong dollar and the Macau pataca, and the Hong Kong dollar and the U.S. dollar, are subject to potential changes due to, among other things, changes in Chinese governmental policies and international economic and political developments.

If the Hong Kong dollar and the Macau pataca are not linked to the U.S. dollar in the future, severe fluctuations in the exchange rate for these currencies may result. We also cannot assure you that the current rate of exchange fixed by the applicable monetary authorities for these currencies will remain at the same level.

We expect most of the revenues and expenses for any casino that we operate in Macau will be in Hong Kong dollars or Macau patacas. For any U.S. dollar-denominated debt or other obligations incurred by our Macau-related entities, fluctuations in the exchange rates of the Macau pataca or the Hong Kong dollar, in relation to the U.S. dollar, could have adverse effects on our results of operations, financial condition and ability to service debt. Based on our balances as of June 30, 2018, an assumed 1% change in the U.S. dollar/Hong Kong dollar exchange rate would cause a foreign currency transaction gain/loss of \$23.7 million.

#### **Item 4. Controls and Procedures**

(a) *Disclosure Controls and Procedures.* The Company's management, with the participation of the Company's Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of the Company's disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) as of the end of the period covered by this report. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can only provide reasonable assurance of achieving the desired control objectives and management is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on such evaluation, the Company's Chief Executive Officer and Chief Financial Officer have concluded that, as of the end of such period, the Company's disclosure controls and procedures were effective, at the reasonable assurance level, in recording, processing, summarizing and reporting, on a timely basis, information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act and were effective in ensuring that information required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Company's management, including the Company's Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

(b) *Internal Control Over Financial Reporting.* There were no changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter to which this report relates that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## **Part II. OTHER INFORMATION**

### **Item 1. Legal Proceedings**

We are occasionally party to lawsuits. As with all litigation, no assurance can be provided as to the outcome of such matters and we note that litigation inherently involves significant costs. For information regarding the Company's legal proceedings see Item 1—"Notes to Condensed Consolidated Financial Statements," Note 13, "Commitments and Contingencies" of Part I in this Quarterly Report on Form 10-Q.

#### *CCAC Information Request*

In July 2014, Wynn Resorts (Macau) S.A. ("Wynn Macau SA"), an indirect subsidiary of Wynn Macau, Limited, was contacted by the Commission Against Corruption of Macau ("CCAC") requesting certain information related to its land in the Cotai area of Macau. Wynn Macau SA cooperated with CCAC's request.

### **Item 1A. Risk Factors**

A description of our risk factors can be found in Item 1A, Part I of our Annual Report on Form 10-K for the year ended December 31, 2017. There were no material changes to those risk factors during the six months ended June 30, 2018 other than resolution of certain litigation as discussed in Item 1—"Notes to Condensed Consolidated Financial Statements," Note 13, "Commitments and Contingencies" of Part I in this Quarterly Report on Form 10-Q.

### **Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

#### *Issuer Purchases of Equity Securities*

During the second quarter of 2018, we did not repurchase any of our common stock.

## **Item 5. Other Information**

As previously reported by the Company, Kim Sinatra ceased to serve as the Company's Executive Vice President, General Counsel and Secretary, effective July 15, 2018. On August 3, 2018, the Company entered into an agreement with Ms. Sinatra (the "Agreement") to finalize the terms of her transition and departure.

The Agreement terminates Ms. Sinatra's previous employment agreement with the Company as of August 3, 2018 and provides that through December 31, 2018, Ms. Sinatra will remain available to the CEO of the Company and provide advice, guidance and cooperation with respect to litigation and general corporate matters for up to 25 hours per calendar month, and cooperate with the Company and regulatory authorities regarding any outstanding matters that involved Ms. Sinatra during the time and scope of her employment with the Company.

In consideration of the terms set forth in the Agreement, the Agreement provides to Ms. Sinatra: (1) a cash payment of \$1,814,000; (2) continued participation in the Company's senior executive health program through December 31, 2018; and (3) health care benefits coverage for Ms. Sinatra and her dependents which shall be paid for by the Company until the expiration of Ms. Sinatra's continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985. In addition, 39,286 unvested shares granted to Ms. Sinatra under a Restricted Stock Agreement and 25,000 unvested stock options granted to Ms. Sinatra under a Stock Option Agreement, respectively, vested on August 3, 2018; and the transfer restriction with respect to the vested shares granted to Ms. Sinatra in January 2016 was removed as of August 3, 2018. Pursuant to the Agreement, Ms. Sinatra grants a waiver and release of claims to the Company and agrees to certain non-competition and confidentiality provisions.

The foregoing summary of the Agreement is qualified by reference to the Agreement, which is filed herewith as Exhibit 10.7.

**Item 6. Exhibits**

(a) Exhibits

**EXHIBIT INDEX**

Exhibit No.	Description
3.1	<a href="#">Third Amended and Restated Articles of Incorporation of the Registrant. (Incorporated by reference from the Quarterly Report on Form 10-Q filed by the Registrant on May 8, 2015.)</a>
3.2	<a href="#">Eighth Amended and Restated Bylaws of the Registrant. (Incorporated by reference from the Quarterly Report on Form 10-Q filed by the Registrant on November 6, 2015.)</a>
10.1	<a href="#">Settlement Agreement and Mutual Release, dated April 16, 2018, by and between Wynn Resorts, Limited, Stephen A. Wynn, Elaine P. Wynn and Kimmarie Sinatra. (Incorporated by reference from the Current Report on Form 8-K filed by the Registrant on April 18, 2018.)</a>
10.2	<a href="#">Amended and Restated Employment Agreement, dated as of April 17, 2018, by and between Wynn Resorts, Limited and Matt Maddox. (Incorporated by reference from the Quarterly Report on Form 10-Q filed by the Registrant on May 9, 2018.)</a>
10.3	<a href="#">First Amendment to the Amended and Restated Employment Agreement, dated as of April 17, 2018, by and between Wynn Resorts, Limited and Kim Sinatra. (Incorporated by reference from the Quarterly Report on Form 10-Q filed by the Registrant on May 9, 2018.)</a>
10.4	<a href="#">First Amendment to Employment Agreement, dated as of April 17, 2018, by and between Wynn Resorts, Limited and Craig S. Billings. (Incorporated by reference from the Quarterly Report on Form 10-Q filed by the Registrant on May 9, 2018.)</a>
10.5	<a href="#">Term Loan Agreement, dated as of July 25, 2018, by and among Wynn/CA Plaza Property Owner, LLC and Wynn/CA Property Owner, LLC, as borrowers, United Overseas Bank Limited, New York Agency, as administrative agent and lead arranger, Fifth Third Bank, as joint lead arranger, Sumitomo Mitsui Banking Corporation, as joint lead arranger, Credit Agricole Corporate and Investment Bank, as managing agent, and the lenders party thereto. (Incorporated by reference from the Current Report on Form 8-K filed by the Registrant on July 30, 2018.)</a>
*10.6	<a href="#">Employment Agreement, dated as of August 2, 2018, by and between Wynn Resorts, Limited and Ellen Whittemore.</a>
*10.7	<a href="#">Agreement, dated as of August 3, 2018, by and between Wynn Resorts, Limited and Kim Sinatra.</a>
10.8	<a href="#">Cooperation Agreement, dated as of August 3, 2018, by and between Wynn Resorts, Limited and Elaine P. Wynn. (Incorporated by reference from the Current Report on Form 8-K filed by the Registrant on August 6, 2018.)</a>
*31.1	<a href="#">Certification of Chief Executive Officer of Periodic Report Pursuant to Rule 13a – 14(a) and Rule 15d – 14(a).</a>
*31.2	<a href="#">Certification of Chief Financial Officer of Periodic Report Pursuant to Rule 13a – 14(a) and Rule 15d – 14(a).</a>
*32	<a href="#">Certification of CEO and CFO Pursuant to 18 U.S.C. Section 1350.</a>
*101	The following financial information from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2018, filed with the SEC on August 8, 2018 formatted in Extensible Business Reporting Language (XBRL): (i) the Condensed Consolidated Balance Sheets as of June 30, 2018 and December 31, 2017, (ii) the Condensed Consolidated Statements of Operations for the three and six months ended June 30, 2018 and 2017, (iii) the Condensed Consolidated Statements of Comprehensive Income (Loss) for the three and six months ended June 30, 2018 and 2017, (iv) the Condensed Consolidated Statement of Stockholders' Equity as of June 30, 2018, (v) the Condensed Consolidated Statements of Cash Flows for the six months ended June 30, 2018 and 2017, and (vi) Notes to Condensed Consolidated Financial Statements.

Wynn Resorts, Limited agrees to furnish to the U.S. Securities and Exchange Commission, upon request, a copy of each agreement with respect to long-term debt not filed herewith in reliance upon the exemption from filing applicable to any series of debt which does not exceed 10% of the total consolidated assets of the company.

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\* Filed herewith.





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**EMPLOYMENT AGREEMENT**

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**THIS EMPLOYMENT AGREEMENT (“Agreement”)** is made and entered into as of the 2nd day of August, 2018, by and between **WYNN RESORTS, LIMITED (“Employer”)** and **ELLEN WHITTEMORE (“Employee”)**.

**WITNESSETH:**

**WHEREAS**, Employer is a corporation duly organized and existing under the laws of the State of Nevada, maintains its principal place of business at 3131 Las Vegas Boulevard South, Las Vegas, Nevada 89109, and is engaged in the business of developing, owning and operating casino resorts; and

**WHEREAS**, in furtherance of its business, Employer has need of qualified, experienced personnel; and

**WHEREAS**, Employee is an adult individual residing at [intentionally omitted]; and

**WHEREAS**, Employee has represented and warranted to Employer that Employee possesses sufficient qualifications and expertise to fulfill the terms of the employment stated in this Agreement; and

**WHEREAS**, Employer is willing to employ Employee, and Employee is desirous of accepting employment from Employer under the terms and pursuant to the conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals, and in consideration of the mutual covenants, agreements, understandings, undertakings, representations, warranties and promises hereinafter set forth, and intending to be legally bound thereby, Employer and Employee do hereby covenant and agree as follows:

**1. DEFINITIONS.** As used in this Agreement, the words and terms hereinafter defined have the respective meanings ascribed to them, unless a different meaning clearly appears from the context:

(a) **“Affiliate”** means with respect to a specified Person, any other Person who or which is (i) directly or indirectly controlling, controlled by or under common control with the specified Person, or (ii) any member, director, officer or manager of the specified Person. For purposes of this definition only, “control”, “controlling” and “controlled” mean the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting power of the stockholders, members or owners and, with respect to any individual, partnership, trust or other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity. For purposes

hereof, "Person" shall mean an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other entity of whatever nature.

(b) "**Anniversary**" means each annual anniversary date of the Effective Date during the Term (as defined in Section 5 hereof).

(c) "**Cause**" means

(i) Employee's failure to satisfactorily pass the Employer's pre-employment drug test and background investigation conducted in accordance with Employer's standard policies and procedures;

(ii) Employee's inability or failure to secure and/or maintain any licenses or permits required by government agencies with jurisdiction over the business of Employer or its Affiliate;

(iii) the willful destruction by Employee of the property of Employer or its Affiliate having a material value to Employer or such Affiliate;

(iv) fraud, embezzlement, theft and/or dishonest activity committed by Employee (excluding acts involving a de minimis dollar value and not related in any manner whatsoever to Employer or its Affiliate or their business);

(v) Employee's conviction of or entering a plea of guilty or nolo contendere to any crime constituting a felony;

(vi) Employee's material breach of this Agreement;

(vii) Employee's neglect, refusal, or failure to discharge Employee's duties (other than due to physical or mental illness) commensurate with Employee's title and function, or Employee's failure to comply with a lawful direction of Employer or its Board of Directors;

(viii) a knowing material misrepresentation to Employer or its Board of Directors;

(ix) a failure to follow a material policy or procedure of Employer or its Affiliate;

(x) Employee's violation, as determined by a court or governmental agency, of a statute, regulation or common law, whether federal, state or local, which applies to and/or governs the business of Employer or its Affiliate (including any gaming, financial or anti-money laundering laws and regulations); or

(xi) Employee's breach of a statutory or common law duty of loyalty or fiduciary duty to Employer or its Affiliate, including Employer's conflict of interest policy,

*provided, however,* that Employee's Complete Disability due to illness or accident or any other mental or physical incapacity shall not constitute "Cause" as defined herein.

(d) "**Change of Control**" means the occurrence, after the Effective Date, of any of the following events:

(i) any "Person" or "Group" (as such terms are defined in Section 13(d) of the Securities Exchange Act of 1934 (the "**Exchange Act**") and the rules and regulations promulgated thereunder) is or becomes the "Beneficial Owner" (within the meaning of Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of securities of Wynn Resorts, Limited ("**WRL**"), or of any entity resulting from a merger or consolidation involving WRL, representing more than fifty percent (50%) of the combined voting power of the then outstanding securities of WRL or such entity;

(ii) the individuals who, as of the Effective Date, are members of WRL's Board of Directors (the "**Existing Directors**") cease, for any reason, to constitute more than fifty percent (50%) of the number of authorized directors of WRL as determined in the manner prescribed in WRL's Articles of Incorporation and Bylaws; provided, however, that if the election, or nomination for election, by WRL's stockholders of any new director was approved by a vote of at least fifty percent (50%) of the Existing Directors, such new director shall be considered an Existing Director; provided further, however, that no individual shall be considered an Existing Director if such individual initially assumed office as a result of either an actual or threatened "Election Contest" (as described in Rule 14a-11 promulgated under the Exchange Act) or other actual or threatened solicitation of proxies by or on behalf of anyone other than the Board (a "**Proxy Contest**"), including by reason of any agreement intended to avoid or settle any Election Contest or Proxy Contest; or

(iii) the consummation of (x) a merger, consolidation or reorganization to which WRL is a party, whether or not WRL is the Person surviving or resulting therefrom, or (y) a sale, assignment, lease, conveyance or other disposition of all or substantially all of the assets of Employer or WRL, in one transaction or a series of related transactions, to any Person other than WRL or an Affiliate, where any

such transaction or series of related transactions as is referred to in clause (x) or clause (y) above in this subparagraph (iii) (singly or collectively, a "**Transaction**") does not otherwise result in a "Change in Control" pursuant to subparagraph (i) of this definition of "Change in Control"; provided, however, that no such Transaction shall constitute a "Change in Control" under this subparagraph (iii) if the Persons who were the members or stockholders of Employer or WRL immediately before the consummation of such Transaction are the Beneficial Owners, immediately following the consummation of such Transaction, of fifty percent (50%) or more of the combined voting power of the then outstanding membership interests or voting securities of the Person surviving or resulting from any merger, consolidation or reorganization referred to in clause (x) above in this subparagraph (iii) or the Person to whom the assets of Employer or WRL are sold, assigned, leased, conveyed or disposed of in any transaction or series of related transactions referred in clause (y) above in this subparagraph (iii), in substantially the same proportions in which such Beneficial Owners held membership interests or voting stock in Employer or WRL immediately before such Transaction.

(e) "**Complete Disability**" means the total inability of Employee, due to illness or accident or other mental or physical incapacity, to perform Employee's obligations under this Agreement for a period as defined under Employer's local disability plan or plans.

(f) "**Confidential Information**" means any information that is possessed or developed by or for Employer or its Affiliate and that relates to the Employer's or Affiliate's existing or potential business or technology, which is not generally known to the public or to persons engaged in business similar to that conducted or contemplated by Employer or Affiliate, or which Employer or Affiliate seeks to protect from disclosure to its existing or potential competitors or others, and includes know how, business and technical plans, strategies, existing and proposed bids, costs, technical developments, purchasing history, existing and proposed research projects, designs, concepts, copyrights, inventions, patents, intellectual property, data, process, process parameters, methods, practices, products, product design information, research and development data, financial records, operational manuals, pricing and price lists, computer programs and information stored or developed for use in or with computers, customer information, customer lists, supplier lists, marketing plans, financial information, financial or business projections, and all other compilations of information which relate to the business of Employer or Affiliate, and any other proprietary material of Employer or Affiliate, which have not been released to the general public. Confidential Information also includes information received by Employer or any of its Affiliates from others that the Employer or Affiliate has an obligation to treat as confidential.

(g) "**Effective Date**" means July 16, 2018.

(h) **“Foreign Government Official”** is defined to include officers, office holders, and employees, full or part time, regardless of rank, of local governments, national governments, companies partially owned or controlled by a government, and public international organizations, such as the United Nations or World Bank. “Foreign Government Official” also includes political parties, party officials, candidates for public office, and family members of Foreign Government Officials.

(i) **“Good Reason”** means the occurrence, on or after the occurrence of a Change in Control, of any of the following (except with Employee’s written consent or resulting from an isolated, insubstantial and inadvertent action not taken in bad faith and which is remedied by Employer or its Affiliate promptly after receipt of notice thereof from Employee):

(i) Employer or an Affiliate reduces Employee’s Base Salary (as defined in Subparagraph 7(a) below);

(ii) Employer discontinues its bonus plan in which Employee participates as in effect immediately before the Change in Control without immediately replacing such bonus plan with a plan that is the substantial economic equivalent of such bonus plan, or amends such bonus plan so as to materially reduce Employee’s potential bonus at any given level of economic performance of Employer or its successor entity;

(iii) Employer materially reduces the aggregate benefits and perquisites to Employee from those being provided immediately before the Change in Control;

(iv) Employer or any of its Affiliates requires Employee to change the location of Employee’s job or office, so that Employee will be based at a location more than 25 miles from the location of Employee’s job or office immediately before the Change in Control;

(v) Employer or any of its Affiliates reduces Employee’s responsibilities or directs Employee to report to a person of lower rank or responsibilities than the person to whom Employee reported immediately before the Change in Control; or

(vi) the successor to Employer fails or refuses expressly to assume in writing the obligations of Employer under this Agreement.

For purposes of this Agreement, a determination by Employee that Employee has “Good Reason” shall be final and binding on Employer and Employee absent a showing of bad faith on Employee’s part.

(j) **“Separation Payment”** means a lump sum equal to (A) Employee’s Base Salary for the remainder of the term of this Agreement, but not less than twelve (12) months (as defined in Subparagraph 7(a) of this Agreement), plus (B) the bonus projected for all bonus periods through the end of the term of this Agreement based upon the last bonus

that was paid to Employee under Subparagraph 7(b) for the preceding bonus period, plus (C) any accrued but unpaid vacation pay.

(k) **"Trade Secrets"** as used in this Agreement, shall be given its broadest possible interpretation under applicable law and shall mean all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing that (1) the Employer has taken reasonable measures to keep secret, and that (2) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

(l) **"Work of Authorship"** means any computer program, code or system as well as any literary, pictorial, sculptural, graphic or audio visual work, whether published or unpublished, and whether copyrightable or not, in whatever form and jointly with others that (i) relates to any of Employer's or its Affiliate's existing or potential products, practices, processes, formulations, manufacturing, engineering, research, equipment, applications or other business or technical activities or investigations; or (ii) relates to ideas, work or investigations conceived or carried on by Employer or its Affiliate or by Employee in connection with or because of performing services for Employer or its Affiliate.

**2. BASIC EMPLOYMENT AGREEMENT.** Subject to the terms and pursuant to the conditions hereinafter set forth, Employer hereby employs Employee during the Term hereinafter specified to serve in a capacity, under a title, and with such duties not inconsistent with those set forth in Section 3 of this Agreement, as the same may be modified and/or assigned to Employee by Employer from time to time; provided, however, that no change in Employee's duties shall be permitted if it would result in a material reduction in the level of Employee's duties as in effect prior to the change, it being understood, however, that a change in Employee's reporting responsibilities is not, itself, a basis for finding a material reduction in the level of duties.

**3. DUTIES OF EMPLOYEE.** Employee shall perform such duties assigned to Employee by Employer as are generally associated with the duties of **Executive Vice President and General Counsel** for Employer or such similar duties as may be assigned to Employee by Employer as Employer may determine. Employee's duties shall include: (i) the efficient and continuous operation of Employer and its Affiliates; (ii) the preparation of relevant budgets and allocation of relevant funds; (iii) the selection and delegation of duties and responsibilities of subordinates; (iv) the direction, review and oversight of all programs under Employee's supervision; (v) adherence to the policies and procedures of Employer and its Affiliates as they may be amended from time to time without prior notice to Employee (unless such policies and procedures conflict with this Agreement, in which case this Agreement takes precedence) and for which Employee

assumes responsibility for review and understanding; and (vi) such other and further duties as may be assigned by Employer to Employee from time to time. The foregoing notwithstanding, Employee shall devote such time to Employer or its Affiliates as may be required by Employer, provided such duties are not inconsistent with Employee's primary duties to Employer hereunder.

4. **ACCEPTANCE OF EMPLOYMENT.** Employee hereby unconditionally accepts the employment set forth hereunder, under the terms and pursuant to the conditions set forth in this Agreement. Employee hereby covenants and agrees that, during the Term, Employee will devote the whole of Employee's normal and customary working time and best efforts solely to the performance of Employee's duties under this Agreement and that, except upon Employer's prior express written authorization to that effect, Employee shall not perform any services for any casino, hotel/casino or other similar gaming or gambling operation not owned by Employer or any of Employer's Affiliates.

Employee represents and warrants to Employer that the execution and delivery of this Agreement and the performance of Employee's duties hereunder shall not violate the terms or conditions of any employment agreement or arrangement or any other agreement to which Employee is a party.

5. **TERM.** Unless sooner terminated as provided in this Agreement, the term of this Agreement (the "**Term**") shall consist of four (4) years commencing on the Effective Date of this Agreement and terminating on the fourth Anniversary of the Effective Date 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 Sections 9, 10, 11 and 21. 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.

Concurrent with Employee's resignation from Employer or upon the termination of Employee's employment with Employer, Employee agrees to resign, and shall be deemed to have resigned, all other positions (including board of director memberships) that Employee may have held immediately prior to Employee's resignation or termination.

6. **SPECIAL TERMINATION PROVISIONS.**

(a) Notwithstanding the provisions of Section 5, this Agreement shall terminate upon the occurrence of any of the following events:

(i) the death of Employee;

(ii) the giving of written notice from Employer to Employee of the termination of this Agreement upon the Complete Disability of Employee;

(iii) the giving of written notice by Employer to Employee of the termination of this Agreement upon the discharge of Employee for Cause (Employer's right to terminate for Cause (as defined in Section 1(c) shall survive the expiration of this Agreement)). It is expressly acknowledged and agreed that the decision as to whether "Cause" exists for termination of the employment relationship by Employer is delegated to the Employer's Chief Executive Officer. If Employee disagrees with the decision reached by Employer's Chief Executive Officer, any dispute as to the "Cause" determination will be limited to whether Employer's Chief Executive Officer reached his/her decision in good faith, based upon facts reasonably believed by Employer's Chief Executive Officer to be true, and not for any arbitrary, capricious or illegal reason. This shall be the standard applied by any fact finder, and Employee shall bear the burden to prove that "Cause," under this standard, did not exist;

(iv) the giving of written notice by Employer to Employee of the termination of this Agreement following a disapproval of this Agreement or the denial, suspension, limitation or revocation of Employee's License (as defined in Section 8(b) of this Agreement);

(v) the giving of written notice by Employee to Employer upon a material breach of this Agreement by Employer, which material breach remains uncured for a period of thirty (30) days after the giving of such notice. "Material breach" under this Section 6(a)(v) is defined as Employer's failure to pay Employee's Base Salary when due, Employer's implementation of a material reduction in the scope of duties or responsibilities of Employee such that Employee's remaining duties and responsibilities are materially inconsistent with the duties and responsibilities generally associated with Employee's position within Employer's organization, and if such position is the only position with Employer, with its Affiliates (irrespective of the title of the position), or a material reduction in Employee's Base Salary; provided, however, that "material breach" shall not be construed to include any change in title and/or reporting structure alone with no material change to duties and responsibilities, any changes to Employee's duties pursuant to Section 6(a)(vi), any changes to Employee's duties and responsibilities as a result of a request by the



Authorities under Section 8, or the temporary suspension of the Employee from duty, pursuant to Employer's policy, pending investigation by Employer of any incident or occurrence that could give rise to discipline or termination of employment. Termination of employment pursuant to this Section 6(a)(v) does not relieve Employee of her duties and responsibilities under Sections 9, 10, 11, and 21 of this Agreement; or

(vi) the giving of written two-week notice by Employer to Employee of Employer's intention to terminate this Agreement without Cause for any reason deemed sufficient by Employer to be effective at the end of such two-week period. During such two-week notice period, Employer shall be permitted to reduce Employee's responsibilities and time commitment to Employer; provided however, Employer may not reduce Employee's salary or benefits during such two-week period. At the end of such two-week period, Employee shall cease to be an employee of Employer and this Agreement shall automatically terminate. Upon receipt of such notice, Employee shall have the option to resign Employee's employment effective as of the date of the notice, rather than remain employed through such two-week period. If Employee elects to resign in lieu of termination, Employee must exercise this option in writing within 72 hours of receipt of the Employer's notice of intention to terminate this Agreement without Cause. Employee's written resignation in lieu of termination must be transmitted to Employer by email or hand delivery.

(vii) at Employee's sole election in writing as provided in Paragraph 17 of this Agreement, after both a Change of Control and as a result of Good Reason, provided, however, that, within thirty (30) calendar days after Employer's receipt of Employee's written election, Employer must tender the Separation Payment to Employee

(b) Consequences of Termination.

(i) In the event Employee resigns pursuant to Section 6(a)(v), 6(a)(vi) or 6(a)(vii), Employer's sole liability to Employee shall be payment of the Separation Payment; provided that Employee shall not be entitled to payment of the Separation Payment unless and until Employee first executes a written release-severance agreement, prepared and presented by Employer, that fully releases Employer, Affiliates, and their respective officers, directors, agents and employees, from any and all claims or causes of action, whether based upon statute, contract (including breach or construction of this Agreement), or common law, that have arisen as of the date of such execution, irrespective of whether Employee has knowledge of the

existence of such claim; and provides for the confidentiality of both the terms of the release-severance agreement and the compensation paid. In the event Employee fails or refuses to execute such release-severance agreement, Employer shall have no further obligation to Employee other than payment of all accrued but unpaid Base Salary through the date Employee last performs services for Employer, vacation pay accrued but unpaid and expenses incurred but not reimbursed through the termination date; specifically, in such event, Employee shall not be entitled to any benefits pursuant to any severance plan in effect by Employer or any of its Affiliates. Employee will also be entitled to receive health benefits coverage for Employee and Employee's dependents under the same plan(s) or arrangement(s) under which Employee was covered immediately before Employee's termination, or plan(s) established or arrangement(s) provided by Employer or any of its Affiliates thereafter. Such health benefits coverage shall be paid for by Employer to the same extent as if Employee were still employed by Employer, and Employee will be required to make such payments as Employee would be required to make if Employee were still employed by Employer. The health benefits provided under this Paragraph 6 shall continue until the earlier of (x) the expiration of the period for which the Separation Payment is paid, (y) the date Employee becomes covered under any other group health plan not maintained by Employer or any of its Affiliates; provided, however, that if such other group health plan excludes any pre-existing condition that Employee or Employee's dependents may have when coverage under such group health plan would otherwise begin, coverage under this Paragraph 6 shall continue (but not beyond the period described in clause (x) of this sentence) with respect to such pre-existing condition until such exclusion under such other group health plan lapses or expires. In the event Employee is required to make an election under Sections 601 through 607 of the Employee Retirement Income Security Act of 1974, as amended (commonly known as COBRA) to qualify for the health benefits described in this Paragraph 6, the obligations of Employer and its Affiliates under this Paragraph 6 shall be conditioned upon Employee's timely making such an election. In the event of a termination of this Agreement pursuant to any of the provisions of this Paragraph 6, Employee shall not be entitled to any benefits pursuant to any severance plan in effect by Employer or any of Employer's Affiliates.

(ii) In the event of a termination of this Agreement pursuant to Sections 6(a)(i), 6(a)(ii) or 6(a)(iv), Employer shall not be required to make any payments to Employee other than payment of Base Salary, vacation pay accrued but unpaid and expenses incurred but not reimbursed through the termination date; specifically, in such event, Employee shall not be entitled to any benefits pursuant to any severance plan in effect by Employer or any of its Affiliates.

(iii) In the event of a termination of this Agreement pursuant to Section 6(a)(iii), Employer shall not be required to make any payments to Employee other than payment of Base Salary and expenses incurred but not reimbursed through the termination date; specifically, in such event, Employee shall not be entitled to any benefits pursuant to any severance plan in effect by Employer or any of its Affiliates.

(iv) In the event of a termination of this Agreement for any reason, the termination provisions set forth in the restricted stock agreement referenced in Section 7(d) below, shall control with regard to the vesting of any stock grant.

7. **COMPENSATION TO EMPLOYEE.** For and in complete consideration of Employee's full and faithful performance of Employee's duties under this Agreement, Employer hereby covenants and agrees to pay to Employee, and Employee hereby covenants and agrees to accept from Employer, the following items of compensation:

(a) **Base Salary.** Subject to and effective upon the approval of the Compensation Committee of Wynn Resorts, Limited, 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 Six Hundred Thousand Dollars (\$600,000.00) per annum, payable in such installments as shall be convenient to Employer (the "**Base Salary**"). Employee shall be subject to performance reviews and the Base Salary may be increased but not decreased as a result of any such review. Such 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 any discretionary bonus, profit sharing plan, pension plan, retirement plan, disability or life insurance plan, medical and/or hospitalization plan, or any and all other benefit plans which may be in effect during the Term.

(b) **Bonus Compensation.** Employee will participate in the Employers Amended and Restated Annual Performance Based Incentive Plan for Executive Officers with a target bonus of 100% of the annual Base Salary actually received by Employee during the applicable year. Employer retains the discretion to adopt, amend or terminate any bonus plan at any time.

(c) **Employee Benefit Plans.** Employer hereby covenants and agrees that it shall include Employee, if otherwise eligible, in any profit sharing plan, executive stock option plan, pension plan, retirement plan, disability or life insurance plan, Executive Medical Plan and/or hospitalization plan, and any other benefit plan which may be placed in effect by Employer or any of its Affiliates and on the same terms and conditions available to

Employer's executives during the Term. All issues as to eligibility for specific benefits and payment of benefits shall be as set forth in the applicable insurance policies or plan documents. Nothing in this Agreement shall limit Employer's or any of its Affiliates' ability to exercise the discretion provided to it under any employee benefit plan, or to adopt, amend or terminate any benefit plan at any time prior to a Change of Control.

Employee shall also participate in the senior executive health program.

(d) **Equity Grant.** Subject to and effective upon the approval of the Compensation Committee of Wynn Resorts, Limited, Employee shall at the earliest possible time after the Effective Date be granted 7,500 shares of restricted stock of Wynn Resorts, Limited common stock pursuant to the Wynn Resorts, Limited 2014 Omnibus Incentive Plan. Employee and Employer will enter into a separate restricted stock agreement incorporating the terms and conditions of the grant, including the grant date, vesting schedule, and termination provisions.

(e) **Expense Reimbursement.** During the Term and provided the same are authorized in advance by Employer, Employer shall either pay directly or reimburse Employee for Employee's reasonable expenses incurred for the benefit of Employer in accordance with Employer's general policy regarding expense reimbursement, as the same may be modified from time to time. Prior to such payment or reimbursement, Employee shall provide Employer with sufficient detailed invoices of such expenses as may be required by Employer's policy.

(f) **Vacations and Holidays.** Commencing as of the Effective Date, Employee shall be entitled to (i) not less than four (4) weeks paid vacation leave during each twelve (12) month period of employment in accordance with Employer's standard policy, to be taken at such times as selected by Employee and approved by Employer, and (ii) paid holidays (or, at Employer's option, an equivalent number of paid days off) in accordance with Employer's respective standard policies.

(g) **Section 409A Provision.** Notwithstanding any provision of the Agreement to the contrary, if, at the time of Employee's termination of employment with the Employer, he or she is a "specified employee" as defined in Section 409A of the Internal Revenue Code (the "Code"), and one or more of the payments or benefits received or to be received by Employee pursuant to the Agreement would constitute deferred compensation subject to Section 409A, no such payment or benefit will be provided under the Agreement until the earlier of: (a) the date that is six (6) months following Employee's termination of employment with the Employer or (b) the Employee's death. The provisions of this Section shall only apply to the extent required to avoid Employee's incurrence of any penalty tax or interest under Section 409A of the Code or any regulations or Treasury guidance promulgated thereunder. In addition, if any provision of the Agreement would cause Employee to incur any penalty tax or interest under Section 409A of the Code or any

regulations or Treasury guidance promulgated thereunder, the Employer may reform such provision to maintain the maximum extent practicable the original intent of the applicable provision without violating the provisions of Section 409A of the Code.

(h) **Withholdings.** All compensation provided to Employee by Employer under this Section 7 shall be subject to applicable federal, state or local employment-related withholdings.

**8. LICENSING REQUIREMENTS.**

(a) Employer and Employee hereby covenant and agree that this Agreement and/or Employee's employment may be subject to the approval of one or more gaming regulatory authorities (the "**Authorities**") pursuant to the provisions of the relevant gaming regulatory statutes (the "**Gaming Acts**") and the regulations promulgated thereunder (the "**Gaming Regulations**"). Employer and Employee hereby covenant and agree to use their best efforts to obtain any and all approvals required by the Gaming Acts and/or Gaming Regulations. In the event that (i) an approval of this Agreement or Employee's employment by the Authorities is required for Employee to carry out Employee's duties and responsibilities set forth in Section 3 of this Agreement, (ii) Employer and Employee have used their best efforts to obtain such approval, and (iii) this Agreement or Employee's employment is not so approved by the Authorities, then this Agreement shall immediately terminate and shall be null and void, thus extinguishing any and all obligations of either party, subject to any surviving obligations of Employee under Sections 9, 10 and 21.

(b) If applicable, Employer and Employee hereby covenant and agree that, in order for Employee to discharge the duties required under this Agreement, Employee must apply for or hold a license, registration, permit or other approval (the "**License**") as issued by the Authorities pursuant to the terms of the relevant Gaming Act and as otherwise required by this Agreement. In the event Employee fails to apply for and secure, or the Authorities refuse to issue or renew Employee's License, Employee, at Employer's sole cost and expense, shall promptly defend such action and shall take such reasonable steps as may be required to either remove the objections or secure or reinstate the Authorities' approval, respectively. The foregoing notwithstanding, if the source of the objections or the Authorities' refusal to renew or maintain Employee's License arise as a result of any of the acts, omissions or events described in Section 1(c) of this Agreement, then Employer's obligations under this Section 8 also shall not be operative and Employee shall promptly reimburse Employer upon demand for any expenses incurred by Employer pursuant to this Section 8.

(c) Employer and Employee hereby covenant and agree that the provisions of this Section 8 shall apply in the event Employee's duties require that Employee also be licensed by governmental agencies other than the Authorities.

9. **OWNERSHIP; CONFIDENTIALITY.**

(a) All Confidential Information, Trade Secrets, or Works of Authorship are the sole and exclusive property of Employer or its Affiliates. Employer will have the entire right and title and interest in and to any materials provided or prepared by Employee and/or its agents under this Agreement, any statement of work related to it and/or in the performance of the Services (the "**Materials**"), and Employee will receive no license or other rights from Employer with respect to such Materials. The Materials will be deemed to be "works made for hire" under United States copyright law (17 U.S.C. sections 101, et seq.) and made in the course of employment. To the extent the Materials may not, by operation of law, vest in Employer, or if any of the Materials is determined not to be a "work made for hire," Employee hereby assigns to Employer in perpetuity all right, title and interest in and to the Materials, including all copyrights in the Materials (and all renewals and extensions thereof). Without limitation, Employer may exploit the Materials in any and all media, now known or hereafter devised, throughout the world, in perpetuity. Employer's rights in the Materials may be freely assigned and licensed and any such assignment or license will be binding upon Employee and will inure to the benefit of such assignee or licensee. Employee waives any moral rights it may have in the Materials, including without limitation any right to integrity, association, credit or identification. Employee acknowledges that subsequent to the date of this Agreement, it may not claim to possess any right, title or interest in and to the Materials and will take no actions jeopardizing the existence or enforceability of the Materials or Employer's rights therein. Employee agrees to assist Employer in every legal way to evidence, record and perfect this assignment and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Employer is unable for any reason whatsoever to secure Employee's signature to any document to which it is entitled under this assignment, Employee hereby irrevocably designates and appoints Employer and its duly authorized officers and agents to act as Employee's agents and attorneys-in-fact, with full power of substitution to act for and on its behalf and instead of Employee, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Employee. The foregoing is deemed a power coupled with an interest and is irrevocable.

(b) Employee hereby warrants, covenants and agrees that:

(i) Subject to Section 9(d), Employee shall not directly or indirectly use or disclose any Confidential Information, Trade Secrets, or Works of Authorship, whether in written, verbal, electronic, or model form, at any time or in any manner,

except as required in the conduct of Employer's business or as expressly authorized by Employer in writing. Employee shall take all necessary and available precautions to protect against the unauthorized disclosure of Confidential Information, Trade Secrets, or Works of Authorship. Employee acknowledges and agrees that such Confidential Information, Trade Secrets, or Works of Authorship are the sole and exclusive property of Employer or its Affiliates.

(ii) Employee shall not remove from Employer's premises any Confidential Information, Trade Secrets, Works of Authorship, or any other documents pertaining to Employer's or its Affiliates' business, unless expressly authorized by Employer in writing. Furthermore, Employee specifically covenants and agrees not to make any duplicates, copies, or reconstructions of such materials and that, if any such duplicates, copies, or reconstructions are made, they shall become the property of Employer or its Affiliates upon their creation.

(iii) Upon termination of Employee's employment with Employer for any reason, Employee shall return to Employer the originals and all copies of any and all papers, documents and things, including information stored for use in or with computers and software, all files, Rolodex cards, phone books, notes, price lists, customer contracts, bids, customer lists, notebooks, books, memoranda, drawings, computer disks or drives, or other documents: (i) made, compiled by, or delivered to Employee concerning any customer served by Employer or any of its Affiliates or any product, apparatus, or process manufactured, used, developed or investigated by Employer or any of its Affiliates; (ii) containing any Confidential Information, Trade Secret or Work of Authorship; or (iii) otherwise relating to Employee's performance of duties under this Agreement. Employee further acknowledges and agrees that all such documents are the sole and exclusive property of Employer or its Affiliates.

(c) Employee hereby warrants, covenants and agrees that Employee shall not disclose to Employer, or any Affiliate, officer, director, employee or agent of Employer, or use in the course of performing Employee's duties and responsibilities for Employer any proprietary or confidential information or property, including any trade secret, formula, pattern, compilation, program, device, method, technique or process, which Employee is prohibited by contract, or otherwise, to disclose to Employer (the "**Restricted Information**"). In the event Employer requests Restricted Information from Employee, Employee shall advise Employer that the information requested is Restricted Information and may not be disclosed by Employee.

(d) Nothing in this Agreement or any other agreement between Employee and Employer or its parents, subsidiaries or affiliates or any other policies of Employer or its parents, subsidiaries or affiliates shall prohibit or restrict Employee from: (i) filing a charge or complaint with any federal, state or local governmental agency, legislative body, regulatory body or self-regulatory organization (each an “**Agency**”); (ii) initiating communications with, or responding to any inquiry from, any Agency regarding any good faith concerns about possible violations of law or regulation, including providing documents or other information, without notice to Employer; (iii) making any disclosure of relevant and necessary information or documents in any action, investigation, or proceeding as required by law or legal process, including with respect to possible violations of laws, without notice to Employer; (iv) participating, cooperating, or testifying in any action, investigation, or proceeding with, or providing information to, any Agency, and/or pursuant to the Sarbanes-Oxley Act including providing documents or other information, without notice to Employer; and/or (v) seeking, obtaining, or accepting any U.S. Securities and Exchange Commission awards. Pursuant to 18 U.S.C. § 1833(b), Employee will not be held criminally or civilly liable under any Federal or state trade secret law for the disclosure of a trade secret of Employer or its affiliates that (A) is made (1) in confidence to a Federal, state, or local government official, either directly or indirectly, or to Employee’s attorney and (2) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If Employee files a lawsuit for retaliation by Employer for reporting a suspected violation of law, Employee may disclose the trade secret to Employee’s attorney and use the trade secret information in the court proceeding, if Employee files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement or any other agreement between Employer or its affiliates and Employee or any other policies of Employer or its affiliates is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by such section.

(e) The obligations of this Section 9 are continuing and shall survive the termination of Employee’s employment with Employer for any reason.

**10. RESTRICTIVE COVENANT/NO SOLICITATION.**

(a) Employee hereby covenants and agrees that for such period as Employer employs or compensates Employee (including payments made pursuant to Sections 6(a)(v), 6(a)(vi), or 6(a)(vii)), Employee shall not, directly or indirectly, either as a principal, agent, employee, employer, consultant, partner, member of a limited liability company, shareholder of a closely held corporation, or shareholder in excess of two percent (2%) of a publicly traded corporation, corporate officer or director, manager, or in any other individual or representative capacity, engage or otherwise participate in any manner or fashion in any



business that is in competition in any manner whatsoever with the principal business activity of Employer or its Affiliates, in or about any market in which Employer or its Affiliates currently operate or have announced, publicly or otherwise, a plan to have hotel or gaming operations, including any hotel, casino, restaurant, lounge, nightclub, day club or beach club.

(b) Employee hereby further covenants and agrees that, for such period as Employer employs or compensates Employee (including payments pursuant to Sections 6(a)(v), 6(a)(vi), or 6(a)(vii)), and for a period of one (1) year following the termination of employment or compensation, for any reason, with or without Cause, or Employee's resignation from employment, whichever is later, Employee shall not take any actions, whether directly or indirectly, including by way of a third-party intermediary, to solicit, encourage or otherwise cause any employee of Employer or its Affiliates with or on behalf of any business that is in competition in any manner whatsoever with the principal business activity of Employer or its Affiliates, in or about any market in which Employer or its Affiliates currently operate or have announced, publicly or otherwise, a plan to have hotel or gaming, nightclub or beach club operations. The parties agree that the terms "solicit, encourage or otherwise cause" include Employee's participation in the recruitment, applicant assessment or review, and employee selection. The parties further agree that this Section 10(b) applies even if the then-Employer's or Affiliate's employee makes the initial contact seeking employment with Employee or competitor as defined above.

(c) Employee hereby further covenants and agrees that the restrictive covenants contained in this Section 10 are reasonable as to duration, terms and geographical area and that they protect the legitimate interests of Employer, impose no undue hardship on Employee, and are not injurious to the public. In the event that any of the restrictions and limitations contained in this Section 10 are deemed to exceed the time, geographic or other limitations permitted by Nevada law, the parties agree that a court of competent jurisdiction shall revise any offending provisions so as to bring this Section 10 within the maximum time, geographical or other limitations permitted by Nevada law.

(d) Employee hereby agrees that any subsequent material change or changes in Employee's title, duties, salary or compensation will not affect the validity or scope of this Section 10, or invalidate this Section 10 in any way.

**11. *REMEDIES.*** Employee acknowledges that Employer has and will continue to deliver, provide and expose Employee to certain knowledge, information, practices, and procedures possessed or developed by or for Employer at a considerable investment of time and expense, which are protected as confidential and which are essential for carrying out Employer's business

in a highly competitive market. Employee also acknowledges that Employee will be exposed to Confidential Information, Trade Secrets, Works of Authorship, inventions and business relationships possessed or developed by or for Employer or its Affiliates, and that Employer or its Affiliates would be irreparably harmed if Employee were to improperly use or disclose such items to competitors, potential competitors or other parties. Employee further acknowledges that the protection of Employer's and its Affiliates' customers and businesses is essential, and understands and agrees that Employer's and its Affiliates' relationships with its customers and its employees are special and unique and have required a considerable investment of time and funds to develop, and that any loss of or damage to any such relationship will result in irreparable harm. Consequently, Employee covenants and agrees that any violation by Employee of Section 9 or 10 shall entitle Employer to immediate injunctive relief in a court of competent jurisdiction. Employee further agrees that no cause of action for recovery of materials or for breach of any of Employee's representations, warranties or covenants shall accrue until Employer or its Affiliate has actual notice of such breach. Employee further agrees that the time period covered by the covenants of this Agreement will not include and shall be extended by any period(s) of time required for litigation brought by the Company to enforce any covenant or in which Employee is in violation of his/her promises contained in Section 10.

**12. BEST EVIDENCE.** This Agreement shall be executed in original and "Xerox" or photostatic copies and each copy bearing original signatures in ink shall be deemed an original.

**13. SUCCESSION.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, personal representatives, successors and permitted assigns.

**14. ASSIGNMENT.** Employee shall not assign this Agreement or delegate Employee's duties hereunder without the express written prior consent of Employer thereto. Any purported assignment by Employee in violation of this Section 14 shall be null and void and of no force or effect. Employer shall have the right to assign this Agreement freely, including Employee's obligations under Section 10, and Employee hereby acknowledges receipt of consideration in exchange for Employee's consent to the assignability of Employee's obligations under Section 10 that is additional to and separate from the consideration provided to Employee in exchange for the other covenants in this Agreement.

**15. AMENDMENT OR MODIFICATION.** This Agreement may not be amended, modified, changed or altered except by a writing signed by both Employer and Employee.

**16. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflict of laws principles.

17. **NOTICES.** Any and all notices required under this Agreement shall be in writing and shall be either hand-delivered or mailed, certified mail, return receipt requested, addressed to:

**TO EMPLOYER:** Wynn Resorts, Limited  
3131 Las Vegas Boulevard South  
Las Vegas, Nevada 89109  
Attn: Legal Department

**TO EMPLOYEE:** Ellen Whittemore  
[intentionally omitted]  
[intentionally omitted]

All notices hand-delivered shall be deemed delivered as of the date actually delivered. All notices mailed shall be deemed delivered as of three (3) business days after the date postmarked. Any changes in any of the addresses listed herein shall be made by notice as provided in this Section 17.

18. **INTERPRETATION.** The preamble recitals to this Agreement are incorporated into and made a part of this Agreement; titles of sections and paragraphs are for convenience only and are not to be considered a part of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

19. **SEVERABILITY.** In the event any one or more provisions of this Agreement is declared judicially void or otherwise unenforceable, the remainder of this Agreement shall survive and such provision(s) shall be deemed modified or amended so as to fulfill the intent of the parties hereto.

20. **WAIVER.** None of the terms of this Agreement, including this Section 20, or any term, right or remedy hereunder, shall be deemed waived unless such waiver is in writing and signed by the party to be charged therewith and in no event by reason of any failure to assert or delay in asserting any such term, right or remedy or similar term, right or remedy hereunder.

21. **DISPUTE RESOLUTION.** Except for a claim by either Employee or Employer for injunctive relief where such would be otherwise authorized by law to enforce Sections 9, 10 and/or 11 of this Agreement, any controversy or claim arising out of or relating to this Agreement, the breach hereof, or Employee's employment by Employer, including any claim involving the interpretation or application of this Agreement, or claims for wrongful termination, discrimination, or other claims based upon statutory or common law, shall be submitted to binding arbitration in accordance with the employment arbitration rules then in effect of the American Arbitration Association ("**AAA**"), to the extent not inconsistent with this Section as set forth below, and the

Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* and the Uniform Arbitration Act as adopted in Nevada Revised Statutes 38.015, *et seq.* This Section 21 applies to any claim Employee might have against any officer, director, employee, or agent of Employer or its Affiliate, and all successors and assigns of any of them. These arbitration provisions shall survive the termination of Employee's employment with Employer and the expiration of this Agreement.

(a) Coverage of Arbitration Agreement: The promises by Employer and Employee to arbitrate differences, rather than litigate them before courts or other bodies, provide consideration for each other, in addition to other consideration provided under this Agreement. The parties contemplate by this Section 21 arbitration of all claims against each of them to the fullest extent permitted by law except as specifically excluded by this Agreement. Only claims that are justiciable or arguably justiciable under applicable federal, state or local law are covered by this Section, and include any and all alleged violations of any federal, state or local law whether common law, statutory, arising under regulation or ordinance, or any other law, brought by any current or former employee. Such claims may include claims for: wages or other compensation; breach of contract; torts; work-related injury claims not covered under workers' compensation laws; wrongful discharge; and any and all unlawful employment discrimination and/or harassment claims. Employee and Employer agree to pursue any and all covered claims individually and waive any rights they may have to pursue said claims as part of any class action. In that regard, Employee and Employer agree that the arbitrator shall have no authority or jurisdiction to hear class or collective claims.

This Section 21 excludes claims under state workers' compensation or unemployment compensation statutes; claims pertaining to any of Employer's employee welfare, insurance, benefit, and pension plans, with respect to which are applicable the filing and appeal procedures of such plans shall apply to any denial of benefits; claims for injunctive or equitable relief for violations of non-competition and/or confidentiality covenants contained in Sections 9, 10 and 11; or any claims that are prohibited as a matter of law from being covered by this Section 21.

(b) Waiver of Rights to Pursue Claims in Court and to Jury Trial: This Section 21 does not in any manner waive any rights or remedies available under applicable statutes or common law, but does waive Employer's and Employee's rights to pursue those rights and remedies in a judicial forum and waive any right to trial by jury of any claims covered by Section 21(a). By signing this Agreement, the parties voluntarily agree to arbitrate any covered claims against each other. In the event of any administrative or judicial action by any agency or third party to adjudicate, on behalf of Employee, a claim subject to arbitration, Employee hereby waives the right to participate in any monetary or other recovery obtained by such agency or third party in any such action, and Employee's sole remedy with respect to any such claim will be any award decreed by an arbitrator pursuant to the provisions of this Agreement.

(c) Initiation of Arbitration: To commence arbitration of a claim subject to this Section 21, the aggrieved party must, within the time frame provided in Section 21(d) below, make written demand for arbitration and provide written notice of that demand to the other party. If a claim is brought by Employee against Employer, such notice shall be given to Employer's Legal Department. Such written notice must identify and describe the nature of the claim, the supporting facts, and the relief or remedy sought. In the event that either party files an action in any court to pursue any of the claims covered by this Section 21, the complaint, petition or other initial pleading commencing such court action shall be considered the demand for arbitration. In such event, the other party may move that court to compel arbitration.

(d) Time Limit to Initiate Arbitration: To ensure timely resolution of disputes, Employee and Employer must initiate arbitration within the statute of limitations (deadline for filing) provided by applicable law pertaining to the claim, or one year, whichever is shorter, except that the statute of limitations imposed by relevant law will solely apply in circumstances where such statute of limitations cannot legally be shortened by private agreement. The failure to initiate arbitration within this time limit will bar any such claim. The parties understand that Employer and Employee are waiving any longer statutes of limitations that would otherwise apply, and any aggrieved party is encouraged to give written notice of any claim as soon as possible after the event(s) in dispute so that arbitration of any differences may take place promptly.

(e) Arbitrator Selection: The parties contemplate that, except as specifically set forth in this Section 21, selection of one (1) arbitrator shall take place pursuant to the then-current rules of the AAA applicable to employment disputes. The arbitrator must be either a retired judge or an attorney experienced in employment law. The parties will select one arbitrator from among a list of qualified neutral arbitrators provided by AAA. If the parties are unable to agree on the arbitrator, the parties will select an arbitrator by alternatively striking names from a list of qualified arbitrators provided by AAA. AAA will flip a coin to determine which party has the final strike (that is, when the list has been narrowed by striking to two arbitrators). The remaining named arbitrator will be selected.

(f) Arbitration Rights and Procedures: Employee may be represented by an attorney of his/her choice at his/her own expense. Any arbitration hearing or proceeding will take place in private, not open to the public, in Clark County, Nevada. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of Nevada (without regard to its choice of law provisions) and/or federal law as applicable to the claim(s) for relief asserted. The arbitrator is without power or jurisdiction to apply any different substantive law or law of remedies or to modify any term or condition of this Agreement. The arbitrator will have no power or authority to award non-economic damages or punitive

damages except where such relief is specifically authorized by an applicable federal, state or local statute or ordinance, or common law. In such a situation, the arbitrator shall specify in the award the specific statute or other basis under which such relief is granted. The applicable law with respect to privilege, including attorney-client privilege, work product, and offers to compromise must be followed. The parties will have the right to conduct reasonable discovery, including written and oral (deposition) discovery and to subpoena and/or request copies of records, documents and other relevant discoverable information consistent with the procedural rules of AAA. The arbitrator will decide disputes regarding the scope of discovery and will have authority to regulate the conduct of any hearing. The arbitrator will have the right to entertain a motion or request to dismiss, for summary judgment, or for other summary disposition, permitting a motion, a brief in opposition, and a reply brief by the movant. The parties will exchange witness lists at least 30 days prior to the hearing. The arbitrator will have subpoena power so that either Employee or Employer may summon witnesses. The arbitrator will use the Federal Rules of Evidence in connection with the admission of all evidence at the hearing. Both parties shall have the right to file post-hearing briefs. Any party, at its own expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of the proceedings.

(g) **Arbitrator's Award:** The arbitrator will issue a written decision containing a statement as to the specific claims and issues raised by the parties, the specific findings of fact, and the specific conclusions of law. The award will be rendered promptly, typically within 30 days after conclusion of the arbitration hearing, or after the submission of post-hearing briefs if requested. The arbitrator shall have no power or authority to award any relief or remedy in excess of what a court could grant under applicable law. The arbitrator's decision shall be final and binding on both parties. Judgment upon an award rendered by the arbitrator may be entered in any court having competent jurisdiction.

(h) **Fees and Expenses:** Unless the law requires otherwise for a particular claim or claims, the party demanding arbitration bears the responsibility for payment of the fee to file with AAA and the fees and expenses of the arbitrator shall be allocated by the AAA under its rules and procedures. Employee and Employer shall each pay his/her/its own expenses for presentation of their cases, including attorney's fees, costs, and fees for witnesses, photocopying and other preparation expenses. If any party prevails on a statutory claim that affords the prevailing party attorney's fees and costs, the arbitrator may award reasonable attorney's fees and/or costs to the prevailing party, applying the same standards a court would apply under the law applicable to the claim.

(i) **Severability and Waiver of Trial by Jury:** Employee and Employer further agree that, if a court of competent jurisdiction finds any term or condition of this dispute resolution process is not in compliance with the law, that court shall sever or revise ("blue pencil") any offending provision(s) of this dispute resolution process so as to bring it within

legal compliance. Should such a court of competent jurisdiction decline to sever or revise this dispute resolution process to render it enforceable as to all covered claims asserted in any particular dispute and instead voids the application of this dispute resolution process as to one or more covered claims and/or refuses to enforce the parties' waiver of class action/collective release, **Employee and Employer agree to mutually waive their respective rights to a trial by jury in a court of competent jurisdiction in which an action is filed to resolve any such covered claims.**

**Employee and Employer agree to sign below to specifically authorize and affirmatively agree to utilize the provisions of Section 21 of this Agreement.**

**22. PAROL.** This Agreement constitutes the entire agreement between Employer and Employee, and supersedes any prior understandings, agreements, undertakings or severance policies or plans by and between Employer or its Affiliates, on the one side, and Employee, on the other side, with respect to its subject matter or Employee's employment with Employer or its Affiliates. As of the Effective Date, this Agreement supersedes and replaces any and all prior employment agreements, change in control agreements and severance plans or agreements, whether written or oral, by and between Employee, on the one side, and Employer or any of Employer's Affiliates, on the other side, or under which Employee is a participant. From and after the Effective Date, Employee shall be employed by Employer under the terms and pursuant to the conditions set forth in this Agreement.

**23. FCPA COMPLIANCE.** Employer advises Employee that the United States Foreign Corrupt Practices Act ("**FCPA**") prohibits offering, providing, or promising anything of value (including money, gifts, preferential treatment, and any other sort of advantage), either directly or indirectly, by a United States company, or any of its employees, subsidiaries, affiliates, or agents, to a Foreign Government Official for the purposes of influencing an act or decision in that individual's official capacity, or inducing the official to use his or her influence with the foreign government to assist the United States company, its subsidiaries or affiliates, or anyone else, in obtaining or retaining business or securing an improper advantage.

Employee understands that Employee may not directly or indirectly offer, promise, grant, or authorize the giving of money or anything else of value to a Foreign Government Official to influence official action, obtain or retain business, or secure an improper advantage. Employee understands that these legal restrictions apply fully to Employee with regard to Employee's activities in the course of or in relation to Employee's employment with Employer, regardless of Employee's physical location. Employee represents and warrants that Employee fully understands and will act in accordance with all applicable laws regarding anti-corruption, including the FCPA, the U.K. Bribery Act, and any other applicable state, federal, and international laws related to anti-corruption. Employee agrees that he or she will not take any action which would cause Employer to be in violation of the FCPA or any other applicable anti-corruption law, regulation, or Company policy or procedure. Employee further represents and warrants that Employee will know and understand, and act in accordance with, all Company policies and procedures related to anti-corruption and

business conduct. Employee agrees to attend mandatory compliance training. Employee undertakes to duly notify Employer if Employee becomes aware of any such violation of Company policies or procedures, or any other violation of law, committed by Employee or any other person or entity, and to indemnify Employer for any losses, damages, fines, and/or penalties which Employer may suffer or incur arising out of or incidental to any such violation committed by Employee.

Employee also represents and warrants that Employee will disclose to the Employer if Employee or any member of Employee's family is an official of a foreign government or foreign political party, or is a candidate for foreign political office.

In case of breach of this provision, the Employer may suspend or terminate this Agreement at any time without notice or indemnity.

**24. COOPERATION IN MATTERS RELATED TO EMPLOYMENT.** During the term of this Agreement, and to the extent necessary following Employee's separation from employment, Employee agrees to cooperate with Employer, Employer's counsel, and any federal, state, or local governmental agency or regulatory body regarding any outstanding matters that involved Employee during the time and scope of her employment with Employer. Employer shall reimburse Employee for any reasonable expenses incurred through Employee's participation in such cooperation.

**25. REVIEW BY PARTIES AND THEIR LEGAL COUNSEL.** The parties represent that they have read this Agreement and acknowledge that they have discussed its contents with their respective legal counsel or have been afforded the opportunity to avail themselves of the opportunity to the extent they each wished to do so.

**\*\*Employee and Employer have read and understand that Section 21 (Dispute Resolution) of this Agreement contains provisions requiring the Employee, as well as the Employer, to submit certain covered disputes between Employee and Employer to arbitration. By signing below, Employee and Employer, specifically authorize and affirmatively agree to utilize the provisions of Section 21 of this Agreement.**

**WYNN RESORTS, LIMITED**

/s/ Matt Maddox

\_\_\_\_\_  
Matt Maddox, Chief Executive Officer

**EMPLOYEE**

/s/ Ellen Whittemore

\_\_\_\_\_  
Ellen Whittemore



***IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND THEREBY***, the parties hereto have executed and delivered this Agreement as of the year and date first above written.

**WYNN RESORTS, LIMITED**

/s/ Matt Maddox

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Matt Maddox, Chief Executive Officer

**EMPLOYEE**

/s/ Ellen Whittemore

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Ellen Whittemore

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**EMPLOYMENT AGREEMENT**

**("Agreement")**

- by and between -

**WYNN RESORTS, LIMITED**

**("Employer")**

- and -

**ELLEN WHITTEMORE**

**("Employee")**

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**DATED:** August 2, 2018

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## AGREEMENT

This **Agreement** (the “**Agreement**”) is entered into as of the 3<sup>rd</sup> day of August, 2018 (the “**Effective Date**”), by and between Wynn Resorts, Limited (“**Employer**”) and Kim Sinatra (“**Employee**”). Capitalized terms that are not defined herein shall have the meanings ascribed to them in the Agreement (as defined below).

## RECITALS

**WHEREAS**, Employer is a corporation duly organized and existing under the laws of the State of Nevada, and which maintains its principal place of business at 3131 Las Vegas Boulevard South, Las Vegas, Nevada 89109;

**WHEREAS**, Employee is an adult individual residing at [intentionally omitted];

**WHEREAS**, Employer and Employee have entered into that certain Amended and Restated Employment Agreement, effective as of November 4, 2016, as amended by that certain First Amendment to Amended and Restated Employment Agreement dated as of April 17, 2018 (the “**Employment Agreement**”);

**WHEREAS**, on July 15, 2018, Employee ceased serving as the Executive Vice President, General Counsel and Secretary of Employer and became available to the CEO as he requested; and

**WHEREAS**, Employer and Employee have agreed to terminate the **Employment Agreement**;

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

1. Base Agreement.

(a) Employer and Employee acknowledge and agree that Employee’s employment with Employer shall terminate as of the close of business on August 3, 2018. However, through December 31, 2018, Employee will remain available to the CEO of Employer and provide advice, guidance and cooperation with respect to litigation and general corporate matters. Employee shall not be required to devote more than 25 hours per calendar month to the performance of advisory services for Employer pursuant to this Agreement and may perform the duties set forth in this Section 1 of this Agreement remotely, from a location of Employees choosing. Employer agrees to provide reasonable notice to Employee of any need for advice and assistance and Employee agrees to respond to email and other inquiries within a reasonable timeframe.

(b) Through December 31, 2018, Employee agrees to cooperate with Employer, Employer’s counsel, and any federal, state, or local governmental agency or regulatory body regarding any outstanding matters that involved Employee during the time and scope of her employment with Employer. Employer shall reimburse Employee for all reasonable fees and expenses incurred through Employee’s participation in such cooperation.

(c) The Indemnification Agreement dated February 7, 2018, by and between Employee, on the one side, and Employer or any of Employer's Affiliates, on the other side, shall remain in effect. Nothing in this Agreement shall in any way limit, modify or impact the Employee's rights under said Indemnification Agreement, including, without limitation, the Release set forth in Section 3 hereof.

(d) Employer will pay Employee a single, lump-sum cash payment in the amount of one million eight hundred fourteen thousand (\$1,814,000.00), less all applicable taxes and withholding, on or before August 8, 2018. Such payment reflects all unpaid base salary through December 31, 2018, projected 2018 bonus compensation, and unpaid but accrued vacation pay.

(e) Employee shall remain able to participate in Employer's senior executive health program through December 31, 2018. When Employee becomes eligible for benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") and Employee elects to continue health coverage under COBRA, Employer will pay the entire monthly premium for such COBRA coverage for Employee and for Employee's dependents, from the first date on which Employee loses health coverage as an employee of Employer (with any payments commencing after such date being made retroactively to such date) until the expiration of Employee's continuation coverage under COBRA.

(f) On January 14, 2016, Employer awarded Employee a stock award of 13,203 shares of Employer Common Stock (the "First Stock Award") which First Stock Award is evidenced by a Stock Agreement entered into by and between Employer and Employee on January 15, 2016 (the "Stock Agreement"). The Stock Agreement is hereby amended to provide that the "Transfer Restriction Release Date" shall mean August 3, 2018.

(g) On February 28, 2017, Employer awarded Employee a stock award of 100,000 shares of Employer Common Stock (the "Second Stock Award") which Second Stock Award is evidenced by a Restricted Stock Agreement entered into by and between Employer and Employee on February 28, 2017 (the "Restricted Stock Agreement"), as amended by that certain First Amendment to Restricted Stock Agreement entered into as of April 17, 2018. The Restricted Stock Agreement is hereby amended to provide that 39,286 shares shall vest effective August 3, 2018, and no further shares shall vest pursuant to the Restricted Stock Agreement.

(h) On May 6, 2009, Employer awarded Employee a stock option to purchase 250,000 shares of Employer Common Stock (the "Option") which Option is evidenced by a Stock Option Grant Notice and Stock Option Agreement dated as of May 6, 2009 (the "Option Agreement"). The Option Agreement is hereby amended to provide that 25,000 shares shall vest and become exercisable effective August 3, 2018, such that the Option shall be fully vested and exercisable as of August 3, 2018

(i) Employee understands and agrees that, except as specifically set out in this Agreement, no other wages, vacation, sick pay, benefits, stock, or other compensation is due to Employee.

2. Continuing Obligations. Employee acknowledges and agrees that the following provisions of the Employment Agreement remain in full force and effect:

(a) Section 9, relating to confidentiality.

(b) Section 10(a) relating to non-competition except that the parties agree that Section 10(a) shall expire on December 31, 2018.

(c) Section 21 of the Employment Agreement relating to arbitration shall remain in full force and effect and this Agreement shall be covered by such arbitration provision.

3. Waiver and Release. Except as set forth in Section 1(c) above, Employee, for Employee, Employee's spouse, children, heirs, executors, administrators, successors and assigns (hereinafter "Releasers"), to the extent permitted by applicable law, hereby fully and forever releases, acquits, discharges and promises not to sue Employer and its past, present and future parent and/or subsidiary entities, divisions, affiliates and any of their present or future partners, owners, joint venturers, , predecessors, successors, officers, directors, administrators, employees, agents, representatives, attorneys, heirs, executors, assigns, insurers, benefit and retirement plans and/or their trustees and any other person, firm or corporation with whom any of them is now or may hereafter be affiliated, and any of their successors and assigns, excluding from the scope of this release any individual or entity acting at the control or direction of any person not included in this release (the persons and/or entities released hereunder, the "Releasees"), over any and all claims, counterclaims, agreements, debts, promises, grievances, complaints, demands, obligations, losses, causes of action, suits, controversies, actions, cross-claims, counter-claims, costs, expenses, attorney's fees, demands, compensatory damages, liquidated damages, punitive or exemplary damages, any other damages, liabilities and indemnities of any nature whatsoever, at law or in equity, whether negligent or intentional, whether now known or unknown, discovered now or in the future, (a) from the beginning of time through the date upon which Employee signs this Agreement; (b) arising from or in any way related to Employee's employment or termination of employment with any of the Releasees; (c) arising from or in any way related to any agreement with any of the Releasees, including but not limited to the Employment Agreement; and/or (d) arising from or in any way related to awards, policies, plans, programs or practices of any of the Releasees that may apply to Employee or in which Employee may participate, in each case, including, but not limited to, under any federal, state or local law, act, statute, code, order, judgment, injunction, ruling, decree, writ, ordinance or regulation, including, but not limited to, any claims based on race, age, disability, national origin, religion, gender, sexual orientation, marital status, veteran status, protected activity, compensation and benefits from employment, including stock, stock options, stock option agreements and retirement plans, whether based on contract, tort, statute or other legal or equitable theory of recovery, whether mature or to mature in the future.

Without limiting the foregoing, except as set forth in Section 1(c) above, this Agreement applies to any and all matters that have been or which could have been asserted against any Releasee in a lawsuit or in any state or federal judicial or administrative forum, up to the Execution Date under the Nevada Fair Employment Practices Act, the Equal Pay Act, the Family and Medical Leave Act of 1993, as amended, the Genetic Information Nondiscrimination Act of 2008, the National Labor Relations Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Post-Civil War Reconstruction Acts, as amended (42 U.S.C. §§ 1981-1988), the Age Discrimination in Employment Act of 1967, as amended, the Americans with Disabilities Act of 1990, as amended, the Rehabilitation Act of 1973, as amended, the Employee Retirement Income Security Act of 1974, as amended, the Civil Rights Act of 1991, the Pregnancy Discrimination Act, any other federal statute, any state civil rights act, any state statutory wage claim such as those contained in Chapter 608 of the Nevada Revised Statutes, any other statutory claim, any claim of wrongful discharge, any claim in tort or contract (including but not

limited to the Employment Agreement), any claim seeking declaratory, injunctive, or equitable relief, or any other claim of any type whatsoever arising out of the common law of any state. Notwithstanding the above, this Agreement does not apply to any rights, obligations or claims governed by Chapter 612 of the Nevada Revised Statutes pertaining to unemployment compensation.

This Agreement is not intended to bar or affect any claims that may not be waived by private agreement under applicable law, or any claims that may be brought under the Indemnification Agreement. This Agreement also does not limit any party's right to file an administrative charge or participate in an investigative proceeding of any federal, state or local government agency tasked with enforcing employment-related laws, such as the U.S. Equal Employment Opportunity Commission, the Department of Labor, or the National Labor Relations Board, or their state level equivalents, but does operate as a waiver of any personal recovery if related to the claims released herein. For example, and for the avoidance of doubt, this Agreement shall not bar any claims for indemnification or advancement for any claims arising out of or in any way relating to the fact that Employer and Employee have entered into this Agreement, including those that may be brought by any shareholder directly or in the name of Employer.

4. Notices. Any and all notices required by this Agreement shall be either hand-delivered or mailed, via certified mail, return receipt requested, and email addressed to:

TO EMPLOYER: Wynn Resorts, Limited

3131 Las Vegas Boulevard South

Las Vegas, Nevada 89109

Ellen.Whittemore@wynn.resorts.com

TO EMPLOYEE: Kim Sinatra

[intentionally omitted]

[intentionally omitted]

[intentionally omitted]

All notices hand-delivered shall be deemed delivered as of the date actually delivered to the addressee. All notices mailed shall be deemed delivered as of three (3) business days after the date postmarked. Any changes in any of the addresses listed herein shall be made by notice as provided in this Section 4.

5. Governing Law; Arbitration; Jury Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflict of laws principles. Any and all claims or disputes arising out of or in connection with this Agreement shall be submitted to binding arbitration in accordance Section 21 of the Employment Agreement, except

for those provisions expressly authorizing injunctive relief. EMPLOYEE EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED.

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

**WYNN RESORTS, LIMITED**

**EMPLOYEE**

/s/ Matt Maddox

/s/ Kim Sinatra

\_\_\_\_\_  
Matt Maddox, Chief Executive Officer

\_\_\_\_\_  
Kim Sinatra

**Certification of the Chief Executive Officer****Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Matt Maddox, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Wynn Resorts, Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2018

/s/ Matt Maddox

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Matt Maddox

Chief Executive Officer and President

(Principal Executive Officer)



**Certification of the Chief Financial Officer****Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Craig S. Billings, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Wynn Resorts, Limited;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 8, 2018

/s/ Craig S. Billings

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Craig S. Billings

Chief Financial Officer and Treasurer

(Principal Financial and Accounting Officer)

**Certification of CEO and CFO Pursuant to  
18 U.S.C. Section 1350, as Adopted Pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Quarterly Report on Form 10-Q of Wynn Resorts, Limited (the "Company") for the quarter ended June 30, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Matt Maddox, as Chief Executive Officer of the Company and Craig S. Billings, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of their knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Matt Maddox

Name: Matt Maddox  
Title: Chief Executive Officer and President  
(Principal Executive Officer)  
Date: August 8, 2018

/s/ Craig S. Billings

Name: Craig S. Billings  
Title: Chief Financial Officer and Treasurer  
(Principal Financial and Accounting Officer)  
Date: August 8, 2018

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Wynn Resorts, Limited and will be retained by Wynn Resorts, Limited and furnished to the Securities and Exchange Commission or its staff upon request.