

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of  
The Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):  
**September 11, 2008**

**Wynn Resorts, Limited**  
(Exact Name of Registrant as specified in Charter)

**Nevada**  
(State or Other Jurisdiction  
of Incorporation)

**000-50028**  
(Commission File  
Number)

**46-0484987**  
(I.R.S. Employer  
Identification Number)

**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)

**Not applicable.**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry Into a Material Definitive Agreement.**

On September 11, 2008, Wynn Resorts, Limited (the “Company”) entered into a third amendment to the Employment Agreement, dated as of October 4, 2002, as amended, between the Company and Stephen A. Wynn (“Mr. Wynn”), the Company’s Chairman and Chief Executive Officer. The third amendment extends the term of Mr. Wynn’s employment agreement to October 24, 2020. All other terms of Mr. Wynn’s employment agreement remain unchanged. The foregoing description of the amendment to Mr. Wynn’s employment agreement, which is attached hereto as Exhibit 10.1, is qualified in its entirety by reference to the text of such amendment, which is incorporated herein by reference.

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

The information contained in Item 1.01 of this report is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

- 10.1 Third Amendment to Employment Agreement, dated as of September 11, 2008, between Wynn Resorts, Limited and Stephen A. Wynn.
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## SIGNATURES

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

Date: September 12, 2008

WYNN RESORTS, LIMITED

By: /s/ Matt Maddox

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Matt Maddox  
Chief Financial Officer and  
Treasurer

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT**

This THIRD AMENDMENT TO EMPLOYMENT AGREEMENT (this “**Amendment**”) is entered into on the 11th day of September 2008, by and between Wynn Resorts, Limited (“**Employer**”) and Stephen A. Wynn (“**Employee**”). Capitalized terms that are not defined herein shall have the meanings ascribed to them in the Agreement (as defined below).

**RECITALS**

A. Employer and Employee have entered into that certain Employment Agreement, dated as of October 4, 2002, as amended by that certain First Amendment to Employment Agreement dated August 6, 2004 and as further amended by that certain Second Amendment to Employment Agreement dated January 31, 2007 (collectively, the “**Agreement**”); and

B. Employer and Employee desire to amend the Agreement to extend the Term of the Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Term. Subsection 6 of the Agreement is hereby amended to read as follows:

“**6. TERM.** Unless sooner terminated as provided in this Agreement, the term of this Agreement (the “**Term**”) shall commence on the Effective Date of this Agreement and expire on October 24, 2020.”

2. Other Provisions of Agreement. Other than as provided herein, the terms and conditions of the Agreement are ratified and confirmed.

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

**WYNN RESORTS, LIMITED**

**EMPLOYEE**

By: /s/ Marc D. Schorr  
Name: Marc D. Schorr  
Title: Chief Operating Officer

/s/ Stephen A. Wynn  
Stephen A. Wynn