

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

---

**FORM 8-K**

---

**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934, as Amended

Date of Report (Date of earliest event reported): November 7, 2013

---

**WYNN RESORTS, LIMITED**

(Exact name of registrant as specified in its charter)

---

**Nevada**  
(State or other jurisdiction  
of incorporation)

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

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

---

**WYNN LAS VEGAS, LLC**

(Exact name of registrant as specified in its charter)

---

**Nevada**  
(State or other jurisdiction  
of incorporation)

**333-100768**  
(Commission  
File Number)

**88-0494875**  
(I.R.S. Employer  
Identification No.)

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

**89109**  
(Zip Code)

**(702) 770-7555**  
(Registrant's telephone number, including area code)

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

---

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

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencements communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
- 
-

**Item 1.01 Entry into a Material Definitive Agreement.**

As disclosed in prior filings of Wynn Resorts, Limited (“WRL”) and Wynn Las Vegas, LLC (“WLV”) Stephen A. Wynn (“Mr. Wynn”), Chairman of the Board of Directors and Chief Executive Officer of WRL, and WLV are parties to the 2013 Amended and Restated Agreement of Lease, dated as of May 7, 2013 (the “Existing SW Lease”), pursuant to which Mr. Wynn leases three fairway villas (the “Villas”) as Mr. Wynn’s personal residence. On November 7, 2013, Mr. Wynn and WLV entered into a 2013 Second Amended and Restated Agreement of Lease (the “New SW Lease”) amending and restating the Existing SW Lease, effective as of November 5, 2013. The New SW Lease was approved by the Audit Committee of the Board of Directors of WRL. Pursuant to the New SW Lease, effective as of November 5, 2013 and ending on February 28, 2015, Mr. Wynn will pay WLV monthly rent for the Villas of \$43,750, which amount was determined to be the fair market value of the accommodations based on a third-party appraisal and which is consistent with the rental value under the Existing SW Lease. In addition, pursuant to the New SW Lease, WLV is required to pay for all capital improvements to the Villas and will reimburse Mr. Wynn for all amounts that he has previously paid for capital improvements to the Villas. Additional information regarding the terms of the Existing SW Lease is set forth on page 44 of WRL’s definitive proxy statement filed on March 26, 2013. This description of the New SW Lease is qualified in its entirety by reference to the New SW Lease, a copy of which is filed herewith as Exhibit 10.1.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	2013 Second Amended and Restated Agreement of Lease, dated as of November 7, 2013, by and between Wynn Las Vegas, LLC and Stephen A. Wynn.

**SIGNATURES**

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

Date: November 14, 2013

**WYNN RESORTS, LIMITED**

By: /s/ Matt Maddox

Name: Matt Maddox

Title: President, Chief Financial Officer and Treasurer

**SIGNATURES**

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

Date: November 14, 2013

**WYNN LAS VEGAS, LLC**

By: Wynn Resorts Holdings, LLC, its sole member

By: Wynn Resorts, Limited, its sole member

By: /s/ Matt Maddox

Name: Matt Maddox

Title: President, Chief Financial Officer and Treasurer

---

**EXHIBIT INDEX**

**Exhibit No.**

**Description**

10.1

2013 Second Amended and Restated Agreement of Lease, dated as of November 7, 2013, by and between Wynn Las Vegas, LLC and Stephen A. Wynn.

2013 SECOND AMENDED AND RESTATED AGREEMENT OF LEASE

THIS 2013 SECOND AMENDED AND RESTATED AGREEMENT OF LEASE (this "Lease") is effective as of the 5th day of November, 2013, by and between Wynn Las Vegas, LLC, a Nevada limited liability company, having its principal place of business at 3131 Las Vegas Boulevard South, Las Vegas, Nevada 89109, Attention: Legal Department, as lessor ("Lessor"), and Stephen A. Wynn, an individual, having his current residence at 3131 Las Vegas Boulevard South, Las Vegas, Nevada 89109, as lessee ("Lessee").

## RECITALS:

A. Lessor is a wholly-owned subsidiary of Wynn Resorts, Limited, and the developer, owner and operator of the world-class luxury casino and resort hotel located at 3131 Las Vegas Boulevard South, Las Vegas, Nevada, commonly known as Wynn Las Vegas (the "Resort").

B. Lessee is a principal shareholder, Chairman of the Board of Directors and Chief Executive Officer of Wynn Resorts, Limited.

C. Lessor and Lessee believe it is in Lessor's best interests for Lessee to live in the Resort and that Lessee pay fair market value for his accommodations as set forth herein.

D. The Parties have entered into that certain 2013 Amended and Restated Agreement of Lease, dated as of May 7, 2013, (the "Existing Lease"), pursuant to which Lessee leases luxury villas in the Resort.

E. The Parties desire to amend and restate the Existing Lease in its entirety to set forth their agreements with respect to Lessee's lease of luxury villas in the Resort.

NOW, THEREFORE, it is agreed as follows:

1. Demise. Subject to the terms and conditions that follow, Lessor leases to Lessee, and Lessee leases from Lessor, three (3) luxury villas located in the Resort known as Fairway Villa Unit No. 100, Fairway Villa Unit No. 200 and Fairway Villa Unit No. 300, with a combined total square footage of approximately 9,745 square feet, as currently improved, including all furniture and furnishings contained therein (collectively, the "Villas").

2. Term. The term of this Lease shall run concurrent with the term of Lessee's Employment Agreement with Wynn Resorts, Limited (the "Term"); provided that, either party may terminate the Lease upon ninety (90) days prior written notice to the other.

3. Rental Value.

(a) The rental value for the Villas (the "Rental Value") shall be Five Hundred and Twenty-Five Thousand Dollars (\$525,000) per year as established by the independent appraisal of Newmark Grubb Knight Frank, dated March 25, 2013. The Rental Value shall be equal to the fair market value of the accommodations provided.

(b) Effective as of November 5, 2013, and ending on February 28, 2015, Lessee shall pay to Lessor monthly rent for the Villas of Forty-Three Thousand Seven Hundred Fifty Dollars (\$43,750), which rent, shall be due and payable in advance on the first day of each month. Pro rata rent for the month of November 2013 shall be Thirty-Seven Thousand Nine Hundred Seventeen Dollars (\$37,917) and shall be due within five days of the execution of this Lease by Lessee.

(c) The Rental Value of the Villas shall be re-determined every two (2) years during the Term, commencing March 1, 2015, based upon an appraisal completed by an independent real estate appraiser practicing in the greater Las Vegas area or other qualified independent expert approved by the Audit Committee.

(d) It is the intention of the parties that Lessee be deemed a "permanent resident" of the Resort for the purpose of exempting the rental of the Villas hereunder from the transient lodging tax imposed by state and local law in Clark County, Nevada. Lessor agrees to dispute the imposition or attempted imposition of any transient lodging tax on Lessee's rental of the Villas. Lessee agrees, however, to pay any transient lodging tax that ultimately may be imposed on his rental of the Villas, notwithstanding the parties' intention or any unsuccessful dispute initiated by Lessor.

(e) The parties further agree that the provisions of Chapter 651 of the Nevada Revised Statutes, regarding the posting of daily room rates, the maintenance of a registration card, and the furnishing of rental receipts, shall not apply to this Lease.

4. Capital Improvements. Lessor shall pay for all capital improvements to the Villas including but not limited to capital improvements that commenced that were initially paid by Lessee. Lessor shall reimburse Lessee for all amounts paid by Lessee for capital improvements to the Villas. All Capital Improvements to the Villas shall be approved by Lessor.

5. Maintenance and Services. Lessor shall maintain the Villas and provide all services and utilities with respect thereto in a manner consistent with the Resort's standards; provided however, that Lessor shall only be obligated to provide maid service in the Villas on Saturdays and Sundays of each week during the Term. Lessee shall be responsible to arrange and pay for maid service in the Villas from Monday through Friday of each week during the Term.

Lessee shall also be permitted to use certain warehouse space owned by Lessor as part of Lessee's rental of the Villas. All taxes and utilities with respect to the Villas, other than personal long distance telephone charges and taxes associated with the maid service arranged by the Lessee, shall be paid by Lessor and deemed included in the Rental Value of the Villas described in Section 3 above. Lessee shall be responsible for payment of all personal long distance telephone charges, which shall be billed to him separately by the Resort in accordance with its customary practices.

6. Alterations. Lessee shall not make any alterations to the Villas without the approval of the Audit Committee. All alterations to the Villas shall remain upon the premises and become the property of Lessor. Upon termination of this Lease, Lessee shall remove all of his personal property and vacate the Villas.

7. No Assignment or Subletting. Lessee shall have no right to assign his interest in this Lease or to sublet all or any portion of the Villas for any period.

8. Termination of Existing Lease. Effective as the date of this Lease, the Existing Lease is terminated in its entirety and of no further force or effect.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first written above. This Lease is subject to and shall become effective only upon approval by the Audit Committee.

WYNN LAS VEGAS, LLC,  
a Nevada limited liability company,

/s/ Maurice Wooden

\_\_\_\_\_  
Maurice Wooden  
President

/s/ Stephen A. Wynn

\_\_\_\_\_  
Stephen A. Wynn

Execution Date: November 7, 2013