

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

**FORM 10-K**

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the fiscal year ended December 31, 2024

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the transition period \_\_\_\_\_ to \_\_\_\_\_

Commission File No. 000-50028

**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)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	WYNN	Nasdaq Global Select Market

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

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 every Interactive Data File required to be submitted 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 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"/>	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 has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C.7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b)

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

The aggregate market value of the registrant's Common Stock held by non-affiliates based on the closing price per share as reported on the Nasdaq Global Select Market on June 30, 2024 was approximately \$9.06 billion.

As of February 4, 2025, 106,401,372 shares of the registrant's Common Stock, \$0.01 par value, were outstanding.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant's definitive Proxy Statement for its 2025 Annual Meeting of Shareholders to be filed not later than 120 days after the end of the fiscal year covered by this report are incorporated by reference into Part III of this Form 10-K.



**WYNN RESORTS, LIMITED AND SUBSIDIARIES**  
**FORM 10-K**  
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## PART I

### Item 1. Business

#### Our Company

Wynn Resorts, Limited ("Wynn Resorts," "Wynn," or together with its subsidiaries, "we" or the "Company") is a preeminent designer, developer, and operator of integrated resorts featuring luxury hotel rooms, high-end retail space, an array of dining and entertainment options, meeting and convention facilities, and gaming, all supported by an unparalleled focus on our guests, our people, and our community. We believe that our extensive design and operational experience across numerous gaming jurisdictions provides us with a distinct advantage over other gaming enterprises.

Through our approximately 72% ownership of Wynn Macau, Limited ("WML"), we operate two integrated resorts in the Macau Special Administrative Region of the People's Republic of China ("Macau"), Wynn Palace and Wynn Macau (collectively, our "Macau Operations"). In Las Vegas, Nevada, we operate and, with the exception of certain retail space, own 100% of Wynn Las Vegas and Encore at Wynn Las Vegas, which we also refer to as our Las Vegas Operations. In Everett, Massachusetts, we operate Encore Boston Harbor, an integrated resort. Additionally, the Company has a 40% equity interest in Island 3 AMI FZ-LLC, an unconsolidated affiliate, which is constructing an integrated resort property ("Wynn Al Marjan Island") in Ras Al Khaimah, United Arab Emirates.

Our annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K and all other reports and any amendments of such reports filed with or furnished to the Securities and Exchange Commission ("SEC") are available, without charge, at the SEC's website at <http://www.sec.gov>. In addition, through our corporate website at [www.wynnresorts.com](http://www.wynnresorts.com), Wynn Resorts provides a hyperlink to a third-party SEC filing website which makes available all such reports and amendments as soon as reasonably practicable after filing with, or furnishing to the SEC, without charge. The information found on or linked through our website is not incorporated by reference into this Annual Report on Form 10-K, nor does it form a part of this Annual Report on Form 10-K or any other report we file with or furnish to the SEC.

#### Our Strategy

We conceptualize, design, build, and operate our resorts to create unforgettable customer experiences across a diverse set of gaming and non-gaming amenities that attract a wide range of customer segments and generate strong financial results.

Central to our strategy is the construction of, and regular reinvestment in, world-class integrated resorts. These activities are led by our in-house design, development, and construction subsidiary and its senior management team, which has significant experience across all major design and construction disciplines. In addition, we believe superior customer service is the best marketing strategy to attract customers and drive repeat visitation to our resorts. Human resources and staff training are essential to ensuring our employees are prepared to provide the luxury service that our guests expect. We have been successful in attracting a wide range of premium guests both domestically and internationally. Part of this strategy includes leveraging our marketing team across various branch offices located internationally to connect and build relationships with our customers. We continually evaluate our offerings and service levels, and as a result, have made and expect to continue to make enhancements and refinements to our resorts.

We plan to continue to seek out new opportunities to develop and operate world-class integrated resorts and related businesses around the world. Overall, we believe Wynn Resorts has a demonstrated track record of developing and operating integrated resorts that stimulate local and regional economic activity, by attracting a wide range of customers (including high-net-worth international tourists), driving international tourism, raising average hotel room rates in the region, extending the average length of stay per visitor, complementing existing convention and meeting business with five-star accommodations and appropriately scaled meeting amenities, elevating service levels with the execution of five-star customer service, and stimulating city-wide investment and employment.

## *Our Values*

Wynn Resorts thrives in the luxury hospitality industry because of our employees, who exhibit our values at every level within the Company. Our values are embodied by the following concepts:

- *Service-Driven*. We foster a culture of respect, gratitude and meticulous attention to detail that makes service to guests our life's work.
- *Excellence*. Our singular focus on being the best celebrates the inherent connection between employee and guest, company and community.
- *Artistry*. We provide a collection of guest experiences that prize artistry and championship craftsmanship, resulting in Wynn Resorts being the highest ranked hotel company in the world.
- *Progressive*. Our commitment to innovation enables us to continue evolving what it means to create and operate world-class resort destinations.

## *Our Commitment to Corporate Social Responsibility*

We are committed to our people, our communities, and our planet. Executing on our commitment to corporate social responsibility includes:

- Creating a five-star workplace.
- Investing in the growth and well-being of our people.
- Furthering social impact initiatives in our communities.
- Minimizing the consumption and maximizing the benefit on our environment by sourcing renewable energy and utilizing it responsibly.
- Elevating our corporate governance practices to ensure they appropriately support the long-term interests of our stakeholders.

In North America, we have taken a leading role in the hospitality industry's transition to clean and sustainable sources of energy. Our investments in low-carbon energy, including on-site solar arrays and notably, a 160-acre solar facility in northern Nevada, have earned us a place in the U.S. Environmental Protection Agency's Green Power Partnership. We voluntarily use green power to reduce carbon emissions and drive toward our corporate sustainability goals. We encourage our employees to avail themselves of numerous leadership and development opportunities and use our resources to assist in the education and development of the next generation of employees and leaders. We are also fully committed to supporting our communities in the Las Vegas and Boston areas, through our corporate giving program and through the Wynn Resorts Foundation, which fosters charitable giving and volunteerism among Wynn employees and community partners.

In Macau and across the Greater Bay Area, which is the region encompassing Macau, Hong Kong, and southern Guangdong Province, we strive to drive reinvestment in our community, encourage volunteerism, and promote responsible gaming through our Wynn Care program. Since launching this program, we have centralized our community-focused initiatives under one umbrella and meaningfully increased our involvement in various volunteer activities and community events in Macau, the Greater Bay Area, and beyond. We are also fully committed to supporting the sustainable development of Macau and endeavor to provide our guests with a premium experience while remaining environmentally conscious by monitoring and reducing inefficient energy and resource consumption and embracing technologies that help us to responsibly use our resources. In addition, we provide our employees in Macau with numerous professional development and training opportunities to elevate core and leadership skills.

## *Executing on Our Strategy*

Reflecting our strategic focus, our values, and our commitment to delivering world-class, five-star service within luxury integrated resorts, the Company has received the following recognition:

- Collectively, Wynn Resorts earned 19 Forbes Travel Guide ("FTG") Five-Star awards in 2025 and holds the most FTG Five-Star awards of any independent hotel company in the world.

- Wynn Resorts was once again included on FORTUNE Magazine's 2025 World's Most Admired Companies list in the hotel, casino, and resort category.
- Wynn Las Vegas has received the distinction of Four Green Globes, the highest achievement for energy-efficient and sustainable buildings from the Green Building Initiative.
- Encore Boston Harbor has been certified LEED Platinum, the U.S. Green Building Council's highest level of certification.
- Wynn Palace and Wynn Macau collectively earned 12 FTG Five-Star awards in 2025, with Wynn Palace maintaining its status as the largest FTG Five-Star resort in the world.

## **Our Resorts**

We present the operating results of our four resorts in the following segments: Wynn Palace, Wynn Macau, Las Vegas Operations, and Encore Boston Harbor. We generally experience fluctuations in revenues and cash flows from month to month, including from such factors as the timing of major conventions and holidays; however, we do not believe that our business is materially impacted by seasonality.

### *Wynn Palace*

We opened Wynn Palace in August 2016, on Macau's Cotai Strip, conveniently located minutes from both Macau International Airport and the Macau Taipa Ferry Terminal and directly adjacent to a stop serviced by Macau's light rail system. The property features approximately 468,000 square feet of casino space with 303 table games and 598 slot machines, as well as private gaming salons and sky casinos. Wynn Palace also features a luxury hotel tower with a total of 1,706 guest rooms, suites, and villas, offering a health club, spa, salon, and pool. In addition, Wynn Palace offers 14 food and beverage outlets, approximately 107,000 square feet of high-end, brand-name retail space, and approximately 37,000 square feet of meeting and convention space. The property's signature public attractions and entertainment offerings include a performance lake, an immersive entertainment center, Western and Asian art displays, and a gondola ride offering convenient street-level access.

We are in the design stages of developing the next phase of Wynn Palace. We currently expect that the next phase at Wynn Palace will incorporate an array of amenities such as theater and expanded event space, food and beverage features, and other non-gaming offerings.

### *Wynn Macau*

We opened Wynn Macau in September 2006, and Encore, an expansion of Wynn Macau, in April 2010. Located in the heart of downtown Macau, the property features approximately 294,000 square feet of casino space with 257 table games and 696 slot machines, as well as private gaming salons, sky casinos, and a poker room. Wynn Macau also features two luxury hotel towers with a total of 1,010 guest rooms and suites, offering two health clubs, two spas, a salon and a pool. In addition, Wynn Macau offers 12 food and beverage outlets, approximately 64,500 square feet of high-end, brand-name retail space, and approximately 31,000 square feet of meeting and convention space. Wynn Macau's signature attractions include offerings such as the performance lake and a rotunda show featuring a Chinese zodiac-inspired ceiling along with the gold "tree of prosperity" show.

### *Las Vegas Operations*

We opened Wynn Las Vegas in April 2005 and Encore, an expansion of Wynn Las Vegas, in December 2008. 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. The property features approximately 195,000 square feet of casino space with 223 table games and 1,577 slot machines, as well as private gaming salons, a sky casino, a poker room, and a race and sports book. Wynn Las Vegas also features two luxury hotel towers with a total of 4,748 guest rooms, suites, and villas, which offer swimming pools, private cabanas, two full service spas and salons, and a wedding chapel. In addition, Wynn Las Vegas offers 34 food and beverage outlets, approximately 178,000 square feet of high-end, brand-name retail space, approximately 513,000 square feet of meeting and convention space, and a golf course. Our nightlife and entertainment offerings at Wynn Las Vegas include two nightclubs and a beach club, and two theaters presenting an exclusive theatrical production and various headliner entertainment act.

### *Encore Boston Harbor*

On June 23, 2019, we opened Encore Boston Harbor, an integrated resort in Everett, Massachusetts, adjacent to Boston along the Mystic River. The property features approximately 210,000 square feet of casino space with 172 table games, 24 poker tables and approximately 2,724 slot machines, private and high-limit gaming areas, and a sports book. Encore Boston Harbor also features a luxury hotel tower with a total of 671 guest rooms and suites, which offers a spa and salon. In addition, Encore Boston Harbor offers 16 food and beverage outlets and a nightclub, approximately 8,186 square feet of retail space, and approximately 71,000 square feet of meeting and convention space. Public attractions include a waterfront park, floral displays, and water shuttle service to downtown Boston.

### *Future Development Projects*

In January 2022, we, along with Island 3 AMI FZ-LLC and RAK HH IR FZ-LLC, announced plans for the development and management of Wynn Al Marjan Island, a destination integrated resort property in the Emirate of Ras Al Khaimah, United Arab Emirates. Wynn Al Marjan Island, which is currently under construction, is anticipated to be completed and open to the public in 2027, featuring an over 1,500-room hotel, luxury villas, a high-end shopping mall, a state-of-the-art meeting and convention facility, an exclusive spa, more than 20 restaurants and lounges, 225,000 square feet of gaming area, a wide array of entertainment choices including a nightclub and a beach club, and other amenities. The planned integrated resort will leverage Wynn Resorts' expertise in developing and operating luxury hospitality destinations, and is expected to create substantial value to the local economy by accelerating tourism, creating jobs, and contributing to the growth of related sectors.

## **Market and Competition**

The casino resort industry is highly competitive. We compete with other high-quality resorts on the basis of the range of amenities, level of service, price, location, entertainment, themes and size, among other factors. We seek to differentiate our integrated resorts by delivering superior design and customer service.

### **Macau**

Macau, located in the Greater Bay Area, is governed as a special administrative region of China and is located approximately 37 miles southwest of Hong Kong. The journey between Macau and Hong Kong takes approximately 15 minutes by helicopter, 30 minutes by road via the Hong Kong-Zhuhai-Macau Bridge, and one hour by jetfoil ferry. Macau, which has been a casino destination for more than 60 years, consists principally of a peninsula on mainland China and two neighboring islands, Taipa and Coloane, between which the Cotai area is located. In addition to Wynn Resorts (Macau) S.A. ("Wynn Macau SA"), SJM Resorts, S.A. ("SJM"), Galaxy Casino, S.A. ("Galaxy"), Venetian Macau, S.A. ("Venetian Macau"), Melco Resorts (Macau) Limited ("Melco"), and MGM Grand Paradise Limited ("MGM Macau") are permitted to operate casinos in Macau, with a total of 30 casinos currently in operation.

Both the Macau gaming market and visitation to Macau grew significantly from liberalization in 2002 up until the outbreak of COVID-19, and then fell meaningfully from early 2020 to December 2022 due to certain border control and other travel related restrictions as a result of the pandemic. Over the course of December 2022 and January 2023, Macau authorities eliminated these COVID-19 related protective measures and the gaming market resumed a period of growth. According to the Macau Statistics and Census Service Monthly Bulletin of Statistics, visitation to Macau in 2024 increased 23.8% and 512.7% and decreased 11.4% as compared to 2023, 2022, and 2019, respectively.

We believe that the Macau region hosts one of the world's largest concentrations of potential gaming and tourism customers. According to Macau Statistical Information, annual gaming revenues were \$36.5 billion in 2019, before falling to \$7.6 billion in 2020, \$10.8 billion in 2021, and \$5.3 billion in 2022, due to various quarantine measures and travel and entry restrictions and conditions since the outbreak of COVID-19, and increased to \$22.7 billion in 2023 and \$28.4 billion in 2024, respectively, due to Macau authorities eliminating COVID-19 related protective measures over the course of December 2022 and January 2023. We continue to believe that Macau's stated goal of becoming a world-class tourism destination will continue to drive additional visitation to the market and create future opportunities for us to invest and grow.

Our Macau Operations face competition primarily from the 28 other casinos located throughout Macau in addition to casinos located throughout the world, including Singapore, South Korea, the Philippines, Vietnam, Cambodia, Malaysia, Australia, Las Vegas, cruise ships in Asia that offer gaming, and other casinos throughout Asia. Additionally, certain other

Asian countries and regions have legalized or in the future may legalize gaming, such as Japan, Taiwan, and Thailand, which could increase competition for our Macau Operations.

### **Las Vegas**

Las Vegas is the largest gaming market in the United States. The Las Vegas gaming market is highly competitive and is largely dependent on tourist arrivals and meeting- and convention-related visitation. According to statistics published by the Nevada Gaming Control Board, Las Vegas Strip total gaming win was \$8.8 billion in 2024, a 1.0% decrease from \$8.9 billion in 2023. According to the Las Vegas Convention and Visitors Authority, overall Las Vegas visitor volume was 41.7 million in 2024, a 2.1% increase from 40.8 million in 2023. Occupancy on the Las Vegas Strip was relatively flat at 86.4%, compared to 86.2% in 2023.

Our Las Vegas Operations are located on the Las Vegas Strip and compete with other high-quality resorts and hotel casinos in Las Vegas. There are several recently completed large-scale integrated resort projects in the vicinity of our Las Vegas Operations, which may present increased competition in the future. Our Las Vegas Operations also compete, to some extent, with other casino resorts throughout the United States and elsewhere in the world.

### **Massachusetts**

Massachusetts and its neighboring states of Connecticut and Rhode Island are host to a large, established casino market. The greater Boston metropolitan area is the largest population center in New England, with a population of approximately 5 million residents.

Gaming in the New England region is characterized by a high degree of competition, based largely on location, product quality, service levels, and effectiveness in marketing to and establishing relationships with repeat visitors located in the area. Encore Boston Harbor competes with both commercial and Native American casinos located in the northeastern United States, including two Native American casinos in Connecticut, two casinos in Rhode Island, and MGM Springfield in Massachusetts. Differences in regulatory landscapes across state borders may impact our ability to compete with other casinos in the region. For example, some casino operators in the region may pay lower gaming taxes, or may be permitted to offer gaming amenities we are currently unable to offer at Encore Boston Harbor. We also face competition, to a lesser degree, from operations in the region which offer other forms of legalized gaming and related recreation and leisure facilities, such as state lotteries, horse racing, online gaming, and sports betting.

### **Regulation and Licensing**

#### **Macau**

On December 16, 2022, Wynn Macau SA, an indirect subsidiary of the Company, entered into a definitive gaming concession contract (the "Gaming Concession Contract") with the Macau government, pursuant to which Wynn Macau SA was granted a 10-year gaming concession commencing on January 1, 2023 and expiring on December 31, 2032, to operate games of chance at Wynn Palace and Wynn Macau.

As a casino concessionaire, Wynn Macau SA is subject to the regulatory control of the Macau government. The Macau government has adopted Laws and Administrative Regulations governing the operation of casinos in Macau. Only concessionaires are permitted to operate casinos. Each concessionaire was required to enter into a concession agreement with the Macau government which, together with the Laws and Administrative Regulations, form the framework for the regulation of the activities of the concessionaire.

Under the Laws and Administrative Regulations, concessionaires are subject to suitability requirements relating to background, associations and reputation, as are stockholders of 5% or more of a concessionaire's equity securities, officers, directors and key employees. The same requirements apply to any entity engaged by a concessionaire to manage casino operations. Concessionaires are required to satisfy minimum capitalization requirements, demonstrate and maintain adequate financial capacity to operate the concession and submit to continuous monitoring of their casino operations by the Macau government. Concessionaires also are subject to periodic financial reporting requirements and reporting obligations with respect to, among other things, certain contracts, financing activities and transactions with directors, financiers and key employees.

Transfers or the encumbering of interests in concessionaires must be reported to the Macau government and are ineffective without government approval.

Each concessionaire is required to engage a managing director who must be a permanent resident of Macau and the holder of at least 15% of the capital stock of the concessionaire. The appointment of the managing director and of any successor is ineffective without the approval of the Macau government. All contracts placing the management of a concessionaire's casino operations with a third party also are ineffective without the approval of the Macau government.

Concessionaires are subject to a special gaming tax of 35% of gross gaming revenue, and must also make an annual contribution of up to 5% of gross gaming revenue for the promotion of public interests, social security, infrastructure and tourism. Concessionaires are obligated to withhold applicable taxes, according to the rate in effect as set by the government, from any commissions paid to gaming promoters. The withholding rate may be adjusted from time to time.

The Gaming Concession Contract between Wynn Macau SA and the Macau government requires Wynn Macau SA to operate two casinos: "Casino Wynn Macau" and "Casino Wynn Palace."

Under the Gaming Concession Contract, Wynn Macau SA provided a first demand bank guarantee of MOP1.0 billion (approximately \$125.1 million) in favor of the Macau government to support Wynn Macau SA's legal and contractual obligations, from January 1, 2023 until one hundred and eighty days after the term of the Gaming Concession Contract expires or the rescission of the concession.

Pursuant to the Gaming Concession Contract and the Laws and Administrative Regulations, the Macau government may rescind the gaming concession if Wynn Macau SA fails to fulfill its obligations, including in the circumstances of (i) endangerment to the national security of mainland China or Macau, (ii) failure on the part of Wynn Macau SA to perform its obligations under the Gaming Concession Contract, (iii) public interest, and (iv) Wynn Macau SA ceasing to be eligible for the gaming concession under the Macau gaming law. If the Macau government rescinds the Gaming Concession Contract due to Wynn Macau SA's non-fulfilment, or perceived non-fulfilment, of its obligations, Wynn Macau SA will be required to transfer to the Macau government, free from any encumbrance or lien and without compensation, all of its casinos, gaming assets and equipment and ownership rights to its casino areas in Macau. Beginning in the eighth year of Wynn Macau SA's concession, the Macau government may exercise its right to redeem the concession by providing Wynn Macau SA with at least one-year prior written notice. In such event, Wynn Macau SA would be entitled to fair and equitable compensation pursuant to the Macau gaming law. The amount of such compensation relating to the projects agreed with the Macau government would be determined based on the earnings of these projects, before interest, depreciation and amortization for the fiscal year immediately preceding the date the redemption is declared, multiplied by the number of years remaining on the term of the Gaming Concession Contract. The Macau government may assume temporary custody and control over the operation of a concession in certain circumstances. During any such period, the costs of operations must be borne by the concessionaire.

Wynn Macau SA is required to obtain prior approval from the relevant Macau authorities or officials for various corporate changes and actions, including expansion of its business scope, issuance of shares, transfer or creation of any encumbrances over its shares, issuance of debt securities, change of its managing director or the authority delegated thereto, appointment of any new director, change of its articles of association, certain transfers of property rights and creditor's rights, entering into a consumer loan contract or similar contract with a value equal to or exceeding MOP100.0 million (approximately US\$12.5 million), and granting of a loan to any of its directors, shareholders or key employees. Wynn Macau SA is required to notify the Macau government of certain other changes, including any loan, mortgage, claim for obligation, guarantee or the assumption of any debt for financing its business with a value that equals to or exceeds MOP16.0 million (approximately US\$2.0 million). In particular, Wynn Macau SA is required to notify the Chief Executive of Macau at least five working days in advance prior to making financial decisions (i) related to the transfer of funds within Wynn Macau SA which exceeds 50% of its share capital, (ii) related to employee salaries, remuneration or benefits which exceed 10% of its share capital, and (iii) not related to above items (i) and (ii), whose value exceeds 10% of its share capital.

Pursuant to the Gaming Concession Contract, Wynn Macau SA is required to submit to the Macau government, for its approval, an annual execution proposal of the specific projects mentioned in the Investment Plan annexed to the Gaming Concession Contract which it intends to execute in the following year by September 30, of each calendar year, detailing each project in which it intends to invest, the investment amount and the execution schedule. Within 60 days after submission of each annual execution proposal, the Macau government will decide on its approval, and may request adjustments to specific projects, the investment amount and/or the execution schedule. If any of the annual execution proposals or parts thereof are not approved by the Macau government, Wynn Macau SA is obliged to propose allocating the relevant funds to other projects,

which are also subject to subsequent approval by the Macau government, while the total investment amount will remain unchanged. The annual execution proposals for the year 2024 and the year 2025 were previously submitted in September 2023 and 2024, respectively, and were thereafter approved by the Macau government. Wynn Macau SA is required to submit a report on the execution of the previous year's execution proposal by March 31st of each calendar year. The execution report of the proposal for the year 2023 was submitted on March 28, 2024 and was thereafter reviewed by the Macau government. The execution report of the proposal presented by the concessionaires may be subject to extraordinary audit upon determination by the Macau government. In addition, Wynn Macau SA is subject to the supervision of the Macau government in regards to the execution of development projects included in the Investment Plan, and Wynn Macau SA must submit progress reports every two months, and may be requested to submit exceptional detailed reports whenever the normal progress of any development project included in the Investment Plan is compromised.

## **Nevada**

The ownership and operation of casino gaming facilities in Nevada are subject to the Nevada Gaming Control Act and the regulations made thereunder (collectively, the "Nevada Act"), as well as to various local ordinances. Our Las Vegas Operations are subject to the licensing and regulatory control of the Nevada Gaming Commission ("NGC"), the Nevada Gaming Control Board ("NGCB") and the Clark County Liquor and Gaming Licensing Board ("CCLGLB"). The NGC and NGCB are referred to herein collectively as the "Nevada Gaming Authorities."

The laws, regulations and supervisory procedures of the Nevada Gaming Authorities are based upon declarations of public policy. Such public policy concerns include, among other things:

- preventing unsavory or unsuitable persons from being directly or indirectly involved with gaming at any time or in any capacity;
- establishing and maintaining responsible accounting practices and procedures;
- maintaining effective controls over the financial practices of licensees, including establishing minimum procedures for internal fiscal affairs and safeguarding assets and revenue, providing reliable recordkeeping and requiring the filing of periodic reports with the Nevada Gaming Authorities;
- preventing cheating and fraudulent practices; and
- providing a source of state and local revenue through taxation and licensing fees.

Any changes in applicable laws, regulations and procedures could have an adverse effect on our Las Vegas gaming operations and our financial condition and results of operations.

Our subsidiary, Wynn Las Vegas, LLC, the owner and operator of Wynn Las Vegas, is licensed by the Nevada Gaming Authorities to conduct casino gaming operations, including a race book and sports pool, pari-mutuel wagering and the operation of gaming salons. It is also licensed as a manufacturer and distributor. These gaming licenses are not transferable.

We are required to be registered as a publicly traded corporation (a "registered public company") and to be found suitable by the NGC to own the equity interests of Wynn Resorts Holdings, LLC ("Wynn Resorts Holdings"). Wynn Resorts Holdings is required to be registered as an intermediary company and to be found suitable to own the equity interests of Wynn Resorts Finance, LLC ("Wynn Resorts Finance") (f/k/a Wynn America, LLC). Wynn Resorts Finance, LLC is required to be registered as an intermediary company and to be found suitable by the NGC to own the equity interests of Wynn America Group, LLC ("Wynn America Group"). Wynn America Group is required to be registered as an intermediary company and to be found suitable by the NGC to own the equity interests of Wynn Las Vegas Holdings, LLC ("Wynn Las Vegas Holdings"). Wynn Las Vegas Holdings is required to be registered as an intermediary company and to be found suitable by the NGC to own the equity interests of Wynn Las Vegas, LLC. Wynn Resorts Holdings, Wynn Resorts Finance, Wynn America Group, and Wynn Las Vegas Holdings are referred to individually as a "registered intermediary subsidiary" and collectively as the "registered intermediary subsidiaries." We, the registered intermediary subsidiaries, and Wynn Las Vegas, LLC hold all the various registrations, approvals, permits and licenses required for Wynn Las Vegas, LLC to engage in gaming activities in Nevada.

No person may become a member of or receive profits from Wynn Las Vegas, LLC or the registered intermediary subsidiaries without first registering (for equity ownership of 5% or less), or obtaining licenses and approvals from the Nevada Gaming Authorities. The Nevada Gaming Authorities may investigate any individual who has a material relationship to or material involvement with us, the registered intermediary subsidiaries and/or Wynn Las Vegas, LLC to determine whether the individual is suitable or should be licensed as a business associate of a gaming licensee. Officers, directors and certain key

employees of Wynn Las Vegas, LLC and the registered intermediary subsidiaries and our officers and directors who are actively and directly involved in the gaming activities of Wynn Las Vegas, LLC may be required to be licensed or found suitable by the Nevada Gaming Authorities. The Nevada Gaming Authorities may require additional applications and may also deny an application for licensing for any reason which they deem appropriate. A finding of suitability is comparable to licensing, and both require submission of detailed personal and financial information followed by a thorough investigation. An applicant for licensing or an applicant for a finding of suitability must pay or must cause to be paid all the costs of the investigation. Changes in licensed positions must be reported to the Nevada Gaming Authorities and, in addition to their authority to deny an application for a finding of suitability or licensing, the Nevada Gaming Authorities have the jurisdiction to disapprove a change in a corporate position.

If the Nevada Gaming Authorities were to find an officer, director, or key employee unsuitable for licensing or to continue having a relationship with Wynn Las Vegas, LLC, the registered intermediary subsidiaries, or us, we would have to sever all relationships with the person. In addition, the Nevada Gaming Authorities may require Wynn Las Vegas, LLC, the registered intermediary subsidiaries, or us to terminate the employment of any person who refuses to file appropriate applications. Determinations of suitability are not subject to judicial review.

If the NGC determines that we, Wynn Las Vegas, LLC, or a registered intermediary subsidiary have violated the Nevada Act, it could limit, condition, suspend or revoke our and our intermediary subsidiary registrations and Wynn Las Vegas, LLC's gaming license. In addition, we and the persons involved could be subject to substantial fines for each separate violation of the Nevada Act at the discretion of the NGC. Further, the NGC could appoint a supervisor to operate Wynn Las Vegas and, under specified circumstances, earnings generated during the supervisor's appointment (except for the reasonable rental value of the premises) could be forfeited to the State of Nevada. The limitation, conditioning or suspension of any of our gaming licenses and the appointment of a supervisor could, and revocation of any gaming license would, have a significant negative effect on our gaming operations.

Periodically, we are required to submit detailed financial and operating reports to the NGC and provide any other information that the NGC may require. Substantially all of our material loans, leases, sales of securities and similar financing transactions must be reported to, and/or approved by, the NGC.

Any beneficial owner of our voting or nonvoting securities, regardless of the number of shares owned, may be required to file an application, be investigated and have that person's suitability as a beneficial owner of voting securities determined if the NGC has reason to believe that the ownership would be inconsistent with Nevada's declared public policies. If the beneficial owner of the voting or nonvoting securities of Wynn Resorts who must be found suitable is a corporation, partnership, limited partnership, limited liability company or trust, it must submit detailed business and financial information, including a list of its beneficial owners. The applicant must pay all costs of the investigation incurred by the Nevada Gaming Authorities in conducting any investigation.

The Nevada Act requires any person who acquires more than 5% of our voting securities to report the acquisition to the NGC. The Nevada Act requires beneficial owners of more than 10% of a registered company's voting securities to apply to the NGC for a finding of suitability within 30 days after the Chair of the NGCB mails the written notice requiring such filing. Under certain circumstances, an "institutional investor" as defined in the Nevada Act which acquires more than 10%, but not more than 25%, of a registered company's voting securities may apply to the NGC for a waiver of a finding of suitability if the institutional investor holds the voting securities for investment purposes only. An institutional investor that has obtained a waiver may hold more than 25% but not more than 29% of a registered company's voting securities and may, in certain circumstances, own up to 29% of the voting securities of a registered company for a limited period of time and maintain the waiver.

An institutional investor will not be deemed to hold voting securities for investment purposes unless the voting securities were acquired and are held in the ordinary course of business as an institutional investor and not for the purpose of causing, directly or indirectly, the election of a majority of the members of the Board of Directors of the registered company, a change in the corporate charter, bylaws, management, policies or operations of the registered company, or any of its gaming affiliates, or any other action which the NGC finds to be inconsistent with holding the registered company's voting securities for investment purposes only. Activities which are not deemed to be inconsistent with holding voting securities for investment purposes only include:

- voting on all matters voted on by stockholders or interest holders;
- making financial and other inquiries of management of the type normally made by securities analysts for informational purposes and not to cause a change in management, policies or operations; and

- other activities that the NGC may determine to be consistent with such investment intent.

We are required to maintain a current stock ledger in Nevada which may be examined by the Nevada Gaming Authorities at any time. If any securities are held in trust by an agent or by a nominee, the record holder may be required to disclose the identity of the beneficial owner to the Nevada Gaming Authorities. A failure to make the disclosure may be grounds for finding the record holder unsuitable. We are required to provide maximum assistance in determining the identity of the beneficial owner of any of our voting securities. The NGC has the power to require the stock certificates of any registered company to bear a legend indicating that the securities are subject to the Nevada Act. The certificates representing shares of Wynn Resorts' common stock note that the shares are subject to a right of redemption and other restrictions set forth in Wynn Resorts' articles of incorporation and bylaws and that the shares are, or may become, subject to restrictions imposed by applicable gaming laws.

Any person who fails or refuses to apply for a finding of suitability or a license within 30 days after being ordered to do so by the NGC or by the Chair of the NGCB, or who refuses or fails to pay the investigative costs incurred by the Nevada Gaming Authorities in connection with the investigation of its application may be found unsuitable. The same restrictions apply to a record owner if the record owner, after request, fails to identify the beneficial owner. Any person found unsuitable and who holds, directly or indirectly, any beneficial ownership of any voting security or debt security of a registered company beyond the period of time as may be prescribed by the NGC may be guilty of a criminal offense. We will be subject to disciplinary action if, after we receive notice that a person is unsuitable to hold an equity interest or to have any other relationship with us, we:

- pay that person any dividend or interest upon any voting securities;
- allow that person to exercise, directly or indirectly, any voting right held by that person relating to Wynn Resorts;
- pay remuneration in any form to that person for services rendered or otherwise; or
- fail to pursue all lawful efforts to require the unsuitable person to relinquish such person's voting securities, including, if necessary, the immediate purchase of the voting securities for cash at fair market value.

The NGC may, in its discretion, require the owner of any debt or similar securities of a registered public company, to file applications, be investigated and be found suitable to own the debt or other securities of the registered company if the NGC has reason to believe that such ownership would otherwise be inconsistent with Nevada's declared public policies. If the NGC decides that a person is unsuitable to own the securities then, under the Nevada Act, the registered public company can be sanctioned, including the loss of its approvals if, without the prior approval of the NGC, it:

- pays to the unsuitable person any dividend, interest or any distribution whatsoever;
- recognizes any voting right by the unsuitable person in connection with the securities;
- pays the unsuitable person remuneration in any form; or
- makes any payment to the unsuitable person by way of principal, redemption, conversion, exchange, liquidation or similar transaction.

We may not make a public offering (debt or equity) without the prior approval of the NGC if the proceeds from the offering are intended to be used to construct, acquire or finance gaming facilities in Nevada, or to retire or extend obligations incurred for those purposes or for similar transactions. On March 17, 2022, the NGC granted Wynn Resorts prior approval, subject to certain conditions, to make public offerings for a period of three years (the "Shelf Approval"). The Shelf Approval may be rescinded for good cause without prior notice upon the issuance of an interlocutory stop order by the Chair of the NGCB. As of the date of this report, we are in the process of seeking a renewal of our Shelf Approval for an additional three year period.

Changes in control of Wynn Resorts through merger, consolidation, stock or asset acquisitions, management or consulting agreements, or any act or conduct by a person whereby the person obtains control may not occur without the prior approval of the NGC. Entities seeking to acquire control of a registered public company must satisfy the NGCB and the NGC concerning a variety of stringent standards prior to assuming control of the registered public company.

The NGC may also require controlling stockholders, officers, directors and other persons having a material relationship or involvement with the entity proposing to acquire control to be investigated and licensed as part of the approval process relating to the transaction.

The Nevada legislature has declared that some corporate acquisitions opposed by management, repurchases of voting securities and corporate defense tactics affecting Nevada gaming licensees and registered public companies that are affiliated

with the operations of Nevada gaming licensees may be harmful to stable and productive corporate gaming. The NGC has established a regulatory scheme to reduce the potential adverse effects of these business practices upon Nevada's gaming industry and to further Nevada's policy in order to:

- assure the financial stability of corporate gaming licensees and their affiliated companies;
- preserve the beneficial aspects of conducting business in the corporate form; and
- promote a neutral environment for the orderly governance of corporate affairs.

Approvals are, in certain circumstances, required from the NGC before we can make exceptional repurchases of voting securities above its current market price and before a corporate acquisition opposed by management can be consummated. The Nevada Act also requires prior approval of a plan of recapitalization proposed by a registered company's Board of Directors in response to a tender offer made directly to its stockholders for the purpose of acquiring control.

The Nevada Act requires any person who individually or in association with others, acquires or holds any amount of any class of voting securities, or each plan sponsor of a pension or employee benefit plan that acquires or holds any amount of any class of voting securities in a registered public company with the intent to engage in an activity that necessitates an amendment to a corporate charter, bylaws, management, policies or operation of a registered public company, to engage in an activity that materially influences or affects the affairs of a registered public company, or to engage any other activity that the NGC determines is inconsistent with holding voting securities for investment purposes to, within 2 days after possession of that intent, notify the NGCB Chair and apply to the NGC for a finding of suitability within 30 days after notification to the NGCB Chair.

License fees and taxes, computed in various ways depending on the type of gaming or activity involved, are payable to the State of Nevada and to the counties and cities in which the licensed subsidiaries' respective operations are conducted. Depending upon the particular fee or tax involved, these fees and taxes are payable monthly, quarterly or annually and are based upon a percentage of the gross revenue received; the number of gaming devices operated; or the number of table games operated. A live entertainment tax also is imposed on admission charges where live entertainment is furnished.

Because we are involved in gaming ventures outside of Nevada, we are required to deposit with the NGCB, and thereafter maintain, a revolving fund in the amount of \$10,000 to pay the expenses of investigation of the NGCB of our participation in such foreign gaming. The revolving fund is subject to increase or decrease at the discretion of the NGC. Thereafter, we are also required to comply with certain reporting requirements imposed by the Nevada Act. A licensee or registrant is also subject to disciplinary action by the NGC if it:

- knowingly violates any laws of the foreign jurisdiction pertaining to the foreign gaming operation;
- fails to conduct the foreign gaming operation in accordance with the standards of honesty and integrity required of Nevada gaming operations;
- engages in any activity or enters into any association that is unsuitable because it poses an unreasonable threat to the control of gaming in Nevada, reflects or tends to reflect, discredit or disrepute upon the State of Nevada or gaming in Nevada, or is contrary to the gaming policies of Nevada;
- engages in activities or enters into associations that are harmful to the State of Nevada or its ability to collect gaming taxes and fees; or
- employs, contracts with or associates with a person in the foreign operation who has been denied a license or finding of suitability in Nevada on the ground of unsuitability.

The conduct of gaming activities and the service and sale of alcoholic beverages at Wynn Las Vegas are subject to licensing, control and regulation by the CCLGLB, which has granted Wynn Las Vegas, LLC licenses for such purposes. In addition to approving Wynn Las Vegas, LLC, the CCLGLB has the authority to approve all persons owning or controlling the equity of any entity controlling a gaming license. Certain of our officers, directors and key employees have been or may be required to file applications with the CCLGLB. Clark County gaming and liquor licenses are not transferable. The County has full power to limit, condition, suspend or revoke any license. Any disciplinary action could, and revocation would, have a substantial negative impact on our operations.

## **Massachusetts**

The Massachusetts Expanded Gaming Act and the regulations promulgated thereunder (collectively the "Massachusetts Act") subjects the owners and operators of gaming establishments to extensive state licensing and regulatory requirements. We

are subject to the Massachusetts Act through our ownership interest in Wynn MA, LLC, ("Wynn MA") which operates Encore Boston Harbor.

The Massachusetts Gaming Commission ("MGC") is responsible for issuing licenses under the Massachusetts Act and assuring that licenses are not issued or held by unqualified, disqualified or unsuitable persons. The Investigations and Enforcement Bureau ("IEB") division of the MGC, has extensive authority to conduct background investigations of applicants and licensees, and for generally enforcing the Massachusetts Act. The MGC has the authority to award up to three Category 1 licenses (table games and slot machines), and one Category 2 license (slot machines only), within the Commonwealth of Massachusetts to qualified applicants.

On September 17, 2014, the MGC designated Wynn MA the award winner of the Category 1 Greater Boston gaming license effective November 7, 2014. We, our relevant subsidiaries, and individual qualifiers required to be qualified have been found suitable by the MGC. Additional entities and key employees have been and will be required to file applications with the MGC and are or may be required to be licensed or found suitable by the MGC. A finding of suitability is comparable to licensing, and both require submission of detailed personal and financial information followed by a thorough investigation. Changes in licensed positions must be reported to the MGC.

If the MGC were to find an officer, director or key employee unsuitable for licensing or unsuitable to continue having a relationship with us, we would have to sever all relationships with that person. In addition, the MGC may require us to terminate the employment of any person who refuses to file appropriate applications.

The initial license term is for 15 years, which commenced upon the MGC's confirmation of its approval of the commencement of the operation of the gaming establishment on June 23, 2019. Wynn MA's gaming license is conditioned upon Wynn MA continuing to meet applicable licensing, registration, qualification and other regulatory requirements. The initial license fee for Category 1 licenses is \$85.0 million, which Wynn MA has paid. All Category 1 and Category 2 gaming licenses are also subject to additional annual fees under the Massachusetts Act. The Commonwealth of Massachusetts also receives 25% of gross gaming revenues for Category 1 licensees.

Encore Boston Harbor was granted a sports wagering license by the MGC on December 8, 2022 under 2022 legislation legalizing sports wagering in Massachusetts. Under the 2022 legislation, Encore Boston Harbor is authorized to operate a sportsbook and is entitled to two individually branded mobile platforms. The initial term of the sports wagering licenses, which carries a \$5.0 million initial license fee, is 5 years. Sports wagering licenses are also subject to additional regulatory fees. The Commonwealth of Massachusetts receives 15% of gross retail sports wagering revenues.

The MGC has responsibility for the continuing regulation and licensing of the licensee and its officers, directors, employees and other designated persons. The MGC retains the authority to suspend, revoke or condition a Category 1 license, or any other license issued under the Massachusetts Act, and the IEB may levy civil penalties for regulatory and other violations. All licenses issued under the Massachusetts Act are expressly deemed a revocable privilege, conditioned on the licensee's fulfillment of all conditions of licensure, compliance with applicable laws and regulations, and the licensee's continuing qualification and suitability. Among other things, the MGC is also responsible for the collection of application, license and other fees, conducting investigations of and monitoring applicants and licensees, and reviewing and ruling on complaints, and may conduct inspections of the gaming establishment premises or the licensee's records and equipment.

Pursuant to the Massachusetts Act, the MGC may grant a gaming beverage license for the sale and distribution of alcoholic beverages for a gaming establishment. The division of gaming liquor enforcement of the Alcoholic Beverage Control Commission has the authority to enforce, regulate and control the distribution of alcoholic beverages in a gaming establishment. The MGC may revoke, suspend, refuse to renew or refuse to transfer a gaming beverage license for violations of the Massachusetts Act that pertain to the sale and distribution of alcohol consumed on the premises and the regulations adopted by the MGC. The MGC has adopted regulations for the issuance of gaming beverage licenses. These regulations and any changes in applicable laws, regulations and procedures could have significant negative effects on our future Massachusetts gaming operations and results of operations.

Under the Massachusetts Gaming Act, the MGC is charged with "establishing the financial stability and integrity of gaming licensees, as well as the integrity of their sources of financing" this includes the licensure or qualification of certain persons with a financial interest in a gaming licensee or in a gaming establishment. The Gaming Act requires licensure of anyone with a financial interest in a gaming establishment, or with a financial interest in the business of the gaming licensee or

who is a close associate of a gaming licensee. While the Gaming Act and MGC's regulations contain exemptions for certain financial institutions and transactions, and generally focus on actual or beneficial ownership interests, the MGC retains significant discretion to require licensure of anyone with a financial interest in a gaming licensee or gaming establishment including any company holding over 15% of the licensee, or a holding, intermediary or subsidiary company of a licensee or of an individual that can exercise control or provide direction to a gaming licensee. Like its discretionary authority to require licensure, the MGC also has discretionary authority to grant a waiver from licensure to any person that cannot exercise control or provide direction to a gaming licensee or a holding, intermediary or subsidiary company thereof.

Certain transfer of interests in a Massachusetts gaming licensee or gaming establishment may require notice to the MGC and approval of any new person required to be licensed as a result of the transfer. A transfer of interest that also results in a change in control may require further review and approval by the MGC. No notice or approval is required for the open market transfer of less than five per cent interest in the holding company, parent or intermediary company of the licensee. The granting of a security interest in a gaming license or gaming establishment to certain banking or commercial financial institutions in return for financing does not require prior notice or approval by the MGC.

### **Other Regulations**

In addition to gaming regulations, we are subject to extensive local, state, federal and foreign laws and regulations in the jurisdictions in which we operate. These include, but are not limited to, laws and regulations relating to alcoholic beverages, environmental matters, employment and immigration, currency and other transactions, taxation, zoning and building codes, marketing and advertising, lending, debt collection, privacy, telemarketing, money laundering, laws and regulations administered by the Office of Foreign Assets Control, and anti-bribery laws, including the Foreign Corrupt Practices Act (the "FCPA"). Such laws and regulations could change or could be interpreted differently in the future, or new laws and regulations could be enacted. Any material changes, new laws or regulations, or material differences in interpretations by courts or governmental authorities could adversely affect our business and operating results.

### **Human Capital**

As of December 31, 2024, we had approximately 28,000 employees (including approximately 11,500 in Macau and 16,500 in the United States). We foster the growth and development of our employees to ensure that they remain best-equipped to deliver the singular customer service at each of our resorts. Across our resorts, we maintain an extensive program of training and development focused on skills development and career advancement.

Our non-union employees are all eligible to participate in the Company paid health, vision, dental, life, prescription, and long-term disability insurance plans. The Company also provides employee paid supplemental life and accident insurance plans. In the U.S., to encourage employees to keep up with routine medical care and participate in its wellness program, the Company funds a health reimbursement account for participating employees. To help employees cover medical expenses pre-tax, the Company offers employees in the U.S. a flexible spending account. The Company also offers defined contribution retirement plans to its eligible employees, and a non-mandatory central provident fund scheme to eligible employees in Macau which includes contributions from employees and the employer.

Our collective bargaining agreement with the Culinary Workers Union, Local 226, and Bartenders Union, Local 165, which covers approximately 6,340 culinary, housekeeping, public area, and front services employees at Wynn Las Vegas resort casino, is effective from August 1, 2023 through November 30, 2028. Wynn Las Vegas entered into a collective bargaining agreement with the United Auto Workers Union ("UAW") effective August 28, 2021 through August 28, 2024, covering approximately 370 table games dealer employees. Wynn Las Vegas and the UAW have commenced negotiations over a successor agreement, and have agreed to extend the terms of the current collective bargaining agreement during the negotiations. Wynn Las Vegas entered into a collective bargaining agreement with the International Brotherhood of Teamsters effective July 21, 2021 through July 21, 2024, covering approximately 170 horticulture and valet employees. Wynn Las Vegas and the Teamsters have commenced negotiations over a successor agreement, and have agreed to extend the terms of the current collective bargaining agreement during the negotiations. Wynn Las Vegas entered into a collective bargaining agreement with the UAW effective from January 27, 2023 through January 27, 2027, covering approximately 70 slot attendant employees.

Our collective bargaining agreement with UNITE HERE Local 26 affiliated with UNITE HERE and International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers, Local 25, which covers approximately 1,350 employees at

Encore Boston Harbor, expires on August 31, 2026. In October 2023, slot attendant employees at Encore Boston Harbor voted to be represented by UNITE HERE Local 26 under the terms of the existing Collective Bargaining Agreement. In August 2024, Encore Boston Harbor agreed to recognize UNITE HERE Local 26 as the representative of business services employees under the terms of the existing Collective Bargaining Agreement. Effective as of July 2024, Encore Boston Harbor entered into a collective bargaining agreement with Local 103, International Brotherhood of Electrical Workers, AFL-CIO. The collective bargaining agreement covers approximately 110 maintenance employees at Encore Boston Harbor, and expires in June 2029. Effective as of August 2022, Encore Boston Harbor entered into a collective bargaining agreement with United Government Security Officers of America, Local 295. The collective bargaining agreement covers approximately 140 security officers at Encore Boston Harbor and expires in June 2025.

### **Intellectual Property**

Among our most important marks are our trademarks and service marks that use the name "WYNN." Wynn Resorts has registered with the U.S. Patent and Trademark Office ("PTO") a variety of WYNN-related trademarks and service marks in connection with a variety of goods and services.

We have also filed applications with various foreign patent and trademark registries, including in Macau, China, Singapore, Hong Kong, Taiwan, Japan, certain European countries and various other jurisdictions throughout the world, to register a variety of WYNN-related trademarks and service marks in connection with a variety of goods and services.

We recognize that our intellectual property assets, including the word and logo version of "WYNN," are among our most valuable assets. As a result, and in connection with expansion of our resorts and gaming activities outside the United States, we have undertaken a program to register our trademarks and other intellectual property rights in relevant jurisdictions. We have retained counsel and intend to take all steps necessary to protect our intellectual property rights against unauthorized use throughout the world.

Pursuant to the Surname Rights Agreement, dated August 6, 2004, Stephen A. Wynn ("Mr. Wynn") granted us our exclusive, fully paid-up, perpetual, worldwide license to use, and to own and register trademarks and service marks incorporating the "Wynn" surname for casino resorts and related businesses, together with the right to sublicense the name and marks to affiliates. Pursuant to a separation agreement, dated February 15, 2018, by and between Mr. Wynn and the Company, if we cease to use the "Wynn" surname and trademark, we will assign all of our right, title, and interest in the "WYNN" marks to Mr. Wynn and terminate the Surname Rights Agreement.

We have also registered various domain names with various domain registrars around the world. Our domain registrations extend to various foreign jurisdictions such as ".com.cn" and ".com.hk." We pursue domain related infringement on a case by case basis depending on the infringing domain in question.

For more information regarding the Company's intellectual property matters, see Item 1A—"Risk Factors."

## Forward-Looking Statements

We make forward-looking statements in this Annual Report on Form 10-K 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" and other factors we describe from time to time in our periodic filings with the SEC, such as:

- extensive regulation of our business and the cost of compliance or failure to comply with applicable laws and regulations;
- pending or future investigations, litigation and other disputes;
- our dependence on key managers and employees;
- our ability to maintain our gaming licenses and concessions and comply with applicable gaming law;
- international relations, national security policies, anticorruption campaigns and other geopolitical events, which may impact the number of visitors to our properties and the amount of money they are willing to spend;
- disruptions caused by, and the impact on regional demand for casino resorts and inbound tourism and the travel and leisure industry more generally from, events outside of our control, including an outbreak of an infectious disease (such as the COVID-19 pandemic), public incidents of violence, mass shootings, riots, demonstrations, extreme weather patterns or natural disasters, military conflicts, civil unrest, and any future security alerts or terrorist attacks;
- public perception of our resorts and the level of service we provide;
- 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;
- our ability to maintain our customer relationships and collect and enforce gaming receivables;
- win rates for our gaming operations;
- construction and regulatory risks associated with our current and future construction projects or co-investments in such projects;
- any violations by us of various anti-money laundering laws or the Foreign Corrupt Practices Act;
- our compliance with environmental requirements and potential cleanup responsibility and liability as an owner or operator of property;
- adverse incidents or adverse publicity concerning our resorts or our corporate responsibilities;
- changes in and compliance with the gaming laws or regulations in the various jurisdictions in which we operate;
- changes in tax laws or regulations related to taxation, including changes in the rates of taxation;
- our collection and use of personal data and our level of compliance with applicable governmental regulations, credit card industry standards and other applicable data security standards;
- cybersecurity risk, including cyber and physical security breaches, system failure, computer viruses, and negligent or intentional misuse by customers, company employees, or employees of third-party vendors;
- our ability to protect our intellectual property rights;
- labor actions and other labor problems;
- our current and future insurance coverage levels;
- risks specifically associated with our Macau Operations;
- the level of our indebtedness and our ability to meet our debt service obligations (including sensitivity to fluctuations in interest rates); and
- continued compliance with the covenants in our debt agreements.

Further information on potential factors that could affect our business, financial condition, results of operations and cash flows are included elsewhere 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 1A. Risk Factors

You should carefully consider the risk factors set forth below, as well as the other information contained in this Annual Report on Form 10-K, regarding matters that could have an adverse effect, including a material one, on our business, financial condition, results of operations and cash flows. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial may also have a material adverse effect on our business, financial condition, results of operations and cash flows.

### **Risks Related to our Business**

***Our business is particularly sensitive to reductions in discretionary consumer spending, and a negative macroeconomic environment, including an economic downturn or recession, could adversely impact our business, results of operations, financial condition and cash flows.***

Our financial results are affected by the global and regional economies in which we have operations. Consumer demand for hotels, casino resorts, trade shows, conventions and the type of luxury amenities that we offer is particularly sensitive to downturns in the economies in which we operate, which could harm consumer confidence in the economy and adversely affect discretionary spending. Because a significant number of our customers come from the PRC, Hong Kong and Taiwan, the economic condition of Macau and its surrounding region, in particular, affects the gaming industry in Macau and our Macau Operations. As a result, changes in discretionary spending or consumer preferences brought about by factors such as perceived or actual negative general economic conditions, perceived or actual changes in disposable consumer income and wealth, inflationary pressures, economic recession, or changes in consumer confidence could reduce customer demand for the luxury amenities and leisure activities we offer and may negatively impact our results of operations.

In the recent past, negative macroeconomic conditions, such as inflationary pressures, relatively low levels of unemployment, and centralized efforts to control and mitigate the impact of those conditions, caused an increase in interest rates, decreases in consumer discretionary spending and disruption and volatility within the capital markets, and although these conditions have improved, they continue to present fiscal and monetary policy uncertainty. As a result our gaming revenues, financial condition, results of operations and cash flows could be adversely affected by a further deterioration of the current macroeconomic environment, an economic slowdown or recession in the U.S. or global economy, or perception that any of these events may occur.

***We are subject to extensive state and local regulation, and licensing and gaming authorities have significant control over our operations. The cost of compliance or failure to comply with such regulations and authorities could have a negative effect on our business, and if we fail to obtain regulatory approvals to operate in new jurisdictions, our growth prospects may be limited.***

The operations of our resorts are contingent upon our obtaining and maintaining all necessary licenses, permits, approvals, registrations, findings of suitability, orders and authorizations in the jurisdictions in which our resorts are located. The laws, regulations and ordinances requiring these licenses, permits and other approvals generally relate to the responsibility, financial stability and character of the owners and managers of gaming operations, as well as persons financially interested or involved in gaming operations. The NGC may require the holder of any debt or securities that we, the registered intermediary subsidiaries, or Wynn Las Vegas, LLC issue to file applications, be investigated and be found suitable to own such debt or securities if it has reason to believe that the security ownership would be inconsistent with the declared policies of the State of Nevada. The NGC may also require anyone with a financial interest in a gaming establishment, or with a financial interest in the business of the gaming licensee or applicant for a gaming license or who is a close associate of a gaming licensee or an applicant for a gaming license, to be qualified for licensure.

The Company's articles of incorporation provide that, to the extent required by the gaming authority making the determination of unsuitability or to the extent the Board of Directors determines, in its sole discretion, that a person is likely to jeopardize the Company's or any affiliate's application for, receipt of, approval for, right to the use of, or entitlement to, any gaming license, shares of Wynn Resorts' capital stock that are owned or controlled by such unsuitable person or its affiliates are subject to redemption by Wynn Resorts. The redemption price may be paid in cash, by promissory note, or both, as required, and pursuant to the terms established by the applicable gaming authority and, if not, as Wynn Resorts elects.

United States gaming regulatory authorities have broad powers to request detailed financial and other information, to limit, condition, suspend or revoke a registration, gaming license or related approvals; approve changes in our operations; and levy fines or require forfeiture of assets for violations of gaming laws or regulations. Complying with gaming laws, regulations

and license requirements is costly. Any change in gaming laws, regulations or licenses applicable to our business or a violation of any current or future laws or regulations applicable to our business or gaming licenses could require us to make substantial expenditures and forfeit assets, and would negatively affect our gaming operations.

Failure to adhere to the regulatory and gaming requirements in Macau could result in the revocation of our Macau Operations' concession or otherwise negatively affect our operations in Macau. Moreover, we are subject to the risk that U.S. regulators may not permit us to conduct operations in Macau in a manner consistent with the way in which we intend, or the applicable U.S. gaming authorities require us, to conduct our operations in the United States.

Each of these regulatory authorities has extensive power to license and oversee the operations of our casino resorts and has taken and could in the future take action against the Company and its related licensees, including actions that have and could further affect the ability or terms upon which our subsidiaries hold their gaming licenses and concessions, and the suitability of the Company to continue as a stockholder of those affiliates.

***Investigations, litigation and other disputes could distract management, damage our reputation, and result in negative publicity and additional scrutiny from regulators.***

As discussed in Item 3—"Legal Proceedings" and Item 8—"Financial Statements and Supplementary Data," Note 18, "Commitments and Contingencies," the Company is subject to various investigations, litigation and other disputes related to our operations. These and any additional such matters that may arise in the future, even if routine, are expensive and divert management's attention from the operations of our businesses. In addition, improper conduct by our employees, agents or gaming promoters could damage our reputation and/or lead to litigation or legal proceedings that could result in civil or criminal penalties, including substantial monetary fines. In certain circumstances, it may not be economical to defend against such matters and/or our legal strategy may not ultimately result in us prevailing in a matter. Investigations, litigation and other disputes have in the past, and may in the future, lead to additional scrutiny from regulators, which could lead to investigations relating to, and possibly a negative impact on, the Company's gaming licenses and the Company's ability to bid successfully for new gaming market opportunities. In addition, publicity from these matters have, or in the future, could negatively impact our business, reputation and competitive position and reduce investor demand for shares of Wynn Resorts and WML and negatively impact the trading prices of those respective shares.

For example, previously the Company received requests for information from the U.S. Attorney's Office for the Southern District of California ("USAO") relating to its anti-money laundering policies and procedures, and beginning in 2020 had received several grand jury subpoenas regarding various transactions at Wynn Las Vegas relating to certain patrons and agents who reside or operate in foreign jurisdictions. On September 6, 2024, Wynn Las Vegas entered into a non-prosecution agreement ("NPA") with the USAO and the United States Department of Justice, resolving such investigation. Pursuant to the NPA, Wynn Las Vegas agreed to forfeit \$130 million in funds involved in the transactions at issue and continue to make certain enhancements to its compliance program.

***We depend on the continued services of key managers and employees. If we do not retain our key personnel or attract and retain other highly skilled employees, our business will suffer.***

Our ability to maintain our competitive position is dependent to a large degree on the services of our senior management team. Our success depends upon our ability to attract, hire, and retain qualified operating, marketing, financial, and technical personnel in the future. Given the intense competition for qualified management personnel in our industry, we may not be able to hire or retain the required personnel. The loss of key management and operating personnel would likely have a material adverse effect on our business, prospects, financial condition, and results of operations.

***Demand for our products and services may be negatively impacted by geopolitical tensions, visa and travel restrictions or difficulties, restrictions on international money transfers and other policies or campaigns implemented by regional governments.***

Geopolitical tensions, notably with respect to international trade, including increases in tariffs and company and industry specific restrictions, in addition to changes in national security policies and other similar and geopolitical events, could cause economic disruption and adversely impact our business and results of operations. Various types of restrictions and sanctions have been placed by government agencies on targeted industries and companies which could potentially negatively impact the intended subject as well as other companies and persons sharing a common country of operations. These types of events have also caused significant volatility in the regional economies in which these restrictions and sanctions are imposed which may negatively impact discretionary consumer spending, disposable consumer income and wealth or changes in consumer confidence, and in turn, demand for our products and services, or worsen or exacerbate the impact of current negative macroeconomic conditions on our business and results of operations, as further described above.

In addition, policies adopted from time to time by governments, including any visa and travel restrictions or difficulties faced by our customers such as restrictions on exit visas for travelers requiring them or restrictions on visitor entry visas for the jurisdictions in which we operate, have and may in the future decrease the number of visitors to our properties from those affected places, including from the PRC, Hong Kong and Taiwan. It is not known when, or if, policies restricting visitation by PRC citizens will be put in place and such policies may be adjusted, without notice, in the future. Furthermore, anti-corruption campaigns may influence the behavior of certain of our customers and their spending patterns. Such campaigns, as well as monetary outflow policies, have specifically led to tighter monetary transfer regulations in a number of areas. These policies may affect and impact the number of visitors to our properties and the amount of money they are willing to spend on our products and services. The overall effect of these campaigns and monetary transfer restrictions may negatively affect our revenues, results of operations and cash flows.

***Our business is particularly sensitive to the willingness of our customers to travel to and spend time at our resorts. Acts or the threat of acts of terrorism, outbreak of infectious disease, regional political events and developments in certain countries could cause severe disruptions in air and other travel and may otherwise negatively impact tourists' willingness to visit our resorts. Such events or developments have in the past and may in the future reduce the number of visitors to our facilities and have a material adverse effect on our business and financial condition, results of operations or cash flows.***

We are dependent on the willingness of our customers to travel. Most of our revenue is from customers who travel to our properties. Acts of terrorism or concerns over the possibility of such acts have in the past disrupted, and may again severely disrupt, domestic and international travel, which has resulted, and could in the future result, in a decrease in customer visits to our properties. Regional conflicts could have a similar effect on domestic and international travel. Disruptions in air or other forms of travel as a result of any terrorist act, outbreak of hostilities, escalation of war or worldwide infectious disease outbreak have had, and could in the future have, a material and adverse effect on our business and financial condition, results of operations and cash flows. Regional demand for casino resorts and inbound tourism to Macau still continues to recover. We cannot predict when, or even if, operations at our properties in Macau will return to pre-pandemic levels.

In addition, governmental action and uncertainty resulting from global political trends and policies of major global economies, including potential barriers to travel, trade and immigration, have reduced demand for hospitality products and services, including visitation to our resorts.

Furthermore, the attack in Las Vegas on October 1, 2017 underscores the possibility that large public facilities could become the target of mass shootings or other attacks in the future. The future occurrence or the possibility of attacks may cause all or portions of affected properties to be shut down for prolonged periods, resulting in a loss of revenue, reduce travel to affected areas for tourism and business or adversely affect the willingness of customers to stay in or avail themselves of the services of the affected properties. In addition, such occurrences expose us to a risk of monetary claims arising from death, injury or damage to property caused by any such attack and may result in higher costs for security and insurance premiums, all of which could adversely affect our financial condition and results of operations.

***Our continued success depends on our ability to maintain the reputation of our resorts.***

Our strategy and integrated resort business model rely on positive perceptions of our resorts and the level of service we provide. Any deterioration in our reputation could have a material adverse effect on our business, results of operations and cash flows. Our reputation could be negatively impacted by our failure to deliver the superior design and customer service for which we are known or by events that are beyond our control. Our reputation may also suffer as a result of negative publicity regarding the Company or our resorts, including as a result of social media reports, regardless of the accuracy of such publicity. The continued expansion of media and social media formats has compounded the potential scope of negative publicity and has made it more difficult to control and effectively manage negative publicity.

***We are entirely dependent on a limited number of resorts for all of our cash flow, which subjects us to greater risks than a gaming company with more operating properties.***

We are currently entirely dependent upon our Macau Operations, Las Vegas Operations and Encore Boston Harbor for all of our operating cash flow. As a result, we are subject to a greater degree of risk than a gaming company with more operating properties or greater geographic diversification. The risks to which we have a greater degree of exposure include changes in local economic and competitive conditions; changes in local and state governmental laws and regulations, including gaming laws and regulations, and the way in which those laws and regulations are applied; natural and other disasters, including the potential effects of climate change such as severe storms, hurricanes, typhoons, rising sea levels, severe drought, or the outbreak of infectious diseases; an increase in the cost of maintaining our properties; a decline in the number of visitors to Las Vegas, Macau or Boston; and a decrease in gaming and non-casino activities at our resorts. Certain of these factors or events, such as severe storms and infectious diseases, have in the past negatively affected our results of operations, and any of these

factors or events may in the future negatively affect our results of operations and our ability to generate sufficient cash flow to make payments or maintain our covenants with respect to our debt.

***We are a parent company and our primary source of cash is and will be distributions from our subsidiaries.***

We are a parent company with limited business operations of our own. Our main asset is the capital stock of our subsidiaries. We conduct most of our business operations through our direct and indirect subsidiaries. Accordingly, our primary sources of cash are dividends and distributions with respect to our ownership interests in our subsidiaries that are derived from the earnings and cash flow generated by our operating properties. Our subsidiaries might not generate sufficient earnings and cash flow to pay dividends or distributions in the future.

Our subsidiaries' payments to us will be contingent upon their earnings and upon other business considerations, and may be impacted by potential changes in laws and regulations. In addition, our subsidiaries' debt instruments and other agreements limit or prohibit certain payments of dividends or other distributions to us. We expect that future debt instruments for the financing of our other developments will contain similar restrictions. An inability of our subsidiaries to pay us dividends and distributions would have a significant negative effect on our liquidity.

***Our casino, hotel, convention and other facilities and offerings face intense competition, which may increase in the future.***

*General.* The casino resort and hotel industry is highly competitive. Increased competition could result in a loss of customers which may negatively affect our cash flows and results of operations.

*Macau Operations.* We hold one of six gaming concessions authorized by the Macau government for the operation of casinos in Macau. If the Macau government were to allow additional competitors to operate in Macau, we would face additional competition, which could have a material adverse effect on our business, financial condition, results of operations and cash flows. Several of the current concessionaires have opened facilities in the Cotai area over the past few years, which has significantly increased gaming and non-gaming offerings in Macau, with continued development expected in the near future.

Our Macau Operations face competition from casinos throughout the world, including Singapore, South Korea, the Philippines, Malaysia, Vietnam, Cambodia, Australia, Las Vegas, cruise ships in Asia that offer gaming, and other casinos throughout Asia. Additionally, certain other Asian countries and regions have legalized or in the future may legalize gaming, such as Japan, Taiwan and Thailand, which could further increase competition for our Macau Operations.

*Las Vegas Operations and Encore Boston Harbor.* Our Las Vegas Operations compete with other Las Vegas Strip hotels and with other hotel casinos in Las Vegas on the basis of overall atmosphere, range of amenities, level of service, price, location, entertainment, theme and size, among other factors. There are currently several large-scale integrated resort projects either recently completed or under development in the vicinity of our Las Vegas Operations, which may present increased competition in the future. Wynn Las Vegas also competes with other casino resort and hotel facilities in other cities. The proliferation of gaming activities in other areas could significantly harm our business as well. In particular, the legalization or expansion of casino gaming in or near metropolitan areas from which we attract customers could have a negative effect on our business. In addition, new or renovated casinos in Macau or elsewhere in Asia could draw Asian gaming customers away from Wynn Las Vegas. Encore Boston Harbor competes with other casinos in the northeastern United States. Additional competition in the northeastern United States as a result of the upgrading or expansion of facilities by existing market participants, the entrance of new gaming participants into a market or legislative changes may harm our business. As competing properties and new markets are opened, our operating results may be negatively impacted.

***Our business relies on premium customers. We often extend credit, and we may not be able to collect gaming receivables from our credit players or credit play may decrease.***

*General.* A significant portion of our table games revenue at our resorts is attributable to the play of a limited number of premium customers. The loss or a reduction in the play of the most significant of these customers could have a material adverse effect on our business, financial condition, results of operations and cash flows. Adverse global or regional economic conditions, as discussed above, could also reduce the frequency of visits by these customers and revenue we generate from them.

We conduct our gaming activities on a credit, as well as a cash, basis. The casino credit we extend is generally unsecured and due on demand. We will extend casino credit to those customers whose level of play and financial resources, in the opinion of management, warrant such an extension. Table games players typically are extended more credit than slot players, and high-value players typically are extended more credit than customers who tend to wager lower amounts. The collectability of receivables from customers could be negatively affected by future business or economic trends or by significant events in the countries in which these customers reside. In addition, premium gaming is more volatile than other forms of gaming, and

variances in win-loss results attributable to high-value gaming may have a positive or negative impact on cash flow and earnings in a particular quarter.

*Macau Operations.* Although the law in Macau permits casino operators to extend credit to gaming customers, our Macau Operations may not be able to collect all of its gaming receivables from its credit players. We expect that our Macau Operations will be able to enforce these obligations only in a limited number of jurisdictions, including Macau. To the extent our gaming customers are visitors from other jurisdictions, we may not have access to a forum in which we will be able to collect all of our gaming receivables because, among other reasons, courts of many jurisdictions do not enforce gaming debts and we may encounter forums that will refuse to enforce such debts. Our inability to collect gaming debts could have a significant negative impact on our financial condition and results of operations.

Currently, the gaming tax in Macau is calculated as a percentage of gross gaming revenue, including the face value of credit instruments issued. The gross gaming revenues calculation in Macau does not include deductions for uncollectible gaming debts. As a result, if we extend credit to our customers in Macau and are unable to collect on the related receivables from them, we remain obligated to pay taxes on our winnings from these customers regardless of whether we collect on the credit instrument.

*Las Vegas Operations and Encore Boston Harbor.* While gaming debts evidenced by a credit instrument, including what is commonly referred to as a "marker," are enforceable under the current laws of Nevada and Massachusetts, and judgments on gaming debts are enforceable in all states of the United States under the Full Faith and Credit Clause of the United States Constitution, other jurisdictions may determine that direct or indirect enforcement of gaming debts is against public policy. Although courts of some foreign nations will enforce gaming debts directly and the assets in the United States of foreign debtors may be used to satisfy a judgment, judgments on gaming debts from U.S. courts are not binding on the courts of many foreign nations. We cannot assure that we will be able to collect the full amount of gaming debts owed to us, even in jurisdictions that enforce them. Changes in economic conditions may make it more difficult to assess creditworthiness and more difficult to collect the full amount of any gaming debt owed to us. Our inability to collect gaming debts could have a significant negative impact on our financial condition and results of operations.

***Win rates for our gaming operations depend on a variety of factors, some of which are beyond our control.***

The gaming industry is characterized by an element of chance. Win rates are also affected by other factors, including players' skill and experience, the mix of games played, the financial resources of players, the spread of table limits, the volume of bets played, the amount of time played and undiscovered acts of fraud or cheating. In addition, premium gaming is more volatile than other forms of gaming, and variances in win-loss results attributable to high-end gaming may have a positive or negative impact on cash flow and earnings in a particular quarter. Our gross gaming revenues are mainly derived from the difference between our casino winnings and the casino winnings of our gaming customers. Since there is an inherent element of chance in the gaming industry, we do not have full control over our winnings or the winnings of our gaming customers.

Acts of fraud or cheating through the use of counterfeit chips, covert schemes and other tactics, possibly in collusion with our employees, may be attempted or committed by our gaming customers with the aim of increasing their winnings. Our gaming customers, visitors and employees may also commit crimes such as theft in order to obtain chips not belonging to them. We have taken measures to safeguard our interests including the implementation of systems, processes and technologies to mitigate against these risks, extensive employee training, surveillance, security and investigation operations and adoption of appropriate security features on our chips such as embedded radio frequency identification tags. Despite our efforts, we may not be successful in preventing or detecting such culpable behavior and schemes in a timely manner and the relevant insurance we have obtained may not be sufficient to cover our losses depending on the incident, which could result in losses to our gaming operations and generate negative publicity, both of which could have an adverse effect on our reputation, business, results of operations and cash flows.

***We may not realize the anticipated benefits of our new projects, or co-investments in new projects. Construction projects are subject to development and construction risks, and being a co-investor in new projects decreases our ability to manage risks and exposes us to additional financial risks, which could have an adverse effect on our financial condition, results of operations or cash flows.***

In addition to the construction and regulatory risks associated with our current and future construction projects, we cannot assure you that the level of consumer demand for our casino resorts or for the type of luxury amenities that we will offer will meet our expectations. The operating results of our new projects may be materially different than the operating results of our current integrated resorts due to, among other reasons, differences in consumer and corporate spending and preferences in new geographic areas, increased competition from other markets or other developments that may be beyond our control. In addition, our new projects may be more sensitive to certain risks, including risks associated with downturns in the economy, and risks associated with disruptions of the supply chains through which we obtain construction materials and furniture, fixtures, and equipment, than the resorts we currently operate. The demands imposed by new developments on our managerial, operational and other resources may impact our operation of our existing resorts. Construction, equipment or staffing problems or difficulties in obtaining any of the requisite licenses, permits and authorizations from regulatory authorities could increase the total cost, delay or prevent the construction or opening or otherwise affect the design and features of our projects. If any of these issues were to occur, it could adversely affect our prospects, financial condition, or results of operations.

To the extent we conduct the development of new projects or engage in new strategies through investments in entities alongside other co-investors (as is the case with Wynn Al Marjan Island, in which we own a 40% equity interest), our expected return on our investment may be limited by our inability to exercise control over certain strategic and operations decisions that may influence the success of the venture. Furthermore, the occurrence of risks that adversely affect the businesses of our co-investors or our unconsolidated affiliates could reduce the value of our investments, impair their ability to make future distributions or pay management fees to us, or require that we make additional capital contributions to them. Inherent limitations on our ability to exercise control over such ventures may limit our ability to directly manage these risks.

In addition, investments with other investors involve risks such as the possibility that a co-investor might become bankrupt or not have the financial resources to meet its obligations, which could subject us to additional liability in cases where we may agree, on a joint and several basis with such co-investor, to provide a completion guarantee and/or other forms of credit support for a project (such as the completion guarantee and contingent equity credit support we provided related to the Wynn Al Marjan Island project as further described in Item 7—"Management's Discussion and Analysis of Financial Condition and Results of Operations," Liquidity and Capital Resources"), have economic or business interests or goals that are inconsistent with our business interests or goals, or take action contrary to our policies or objectives. Consequently, actions by a co-investor might subject the properties or businesses owned by such entities to additional risk. Further, we may be unable to take action without the approval of our co-investors, or our co-investors could take actions binding on the property without our consent. Additionally, should a co-investor become bankrupt, we could become liable for its share of liabilities, including pursuant to any of the above-mentioned credit support or similar types of instruments.

***We could encounter higher than expected cost increases in the development of our projects.***

The projected development costs for our projects reflect our best estimates and the actual development costs may be higher than expected. Contingencies that have been set aside by us to cover potential cost overruns or potential delays may be insufficient to cover the full amount of such overruns or delays. If these contingencies are not sufficient to cover these costs, or if we are not able to recover damages for these delays and contingencies, we may not have the funds required to pay the excess costs and our projects may not be completed. Failure to complete our projects may negatively affect our financial condition, our results of operations and our ability to pay our debt.

***Any violation of applicable anti-money laundering laws and regulations, the Foreign Corrupt Practices Act ("FCPA") and other anti-corruption laws, or resulting sanctions and penalties could adversely affect our business, performance, prospects, value, financial condition, and results of operations.***

We deal with significant amounts of cash in our operations and are subject to various jurisdictions' reporting and anti-money laundering laws and regulations. Both U.S. and Macau governmental authorities focus heavily on the gaming industry and compliance with anti-money laundering laws and regulations. From time to time, the Company receives governmental and regulatory inquiries about compliance with such laws and regulations. The Company cooperates with all such inquiries. Any violation of anti-money laundering laws or regulations could adversely affect our business, performance, prospects, value, financial condition, and results of operations.

Further, we have operations, and a significant portion of our revenue is derived outside of the United States. We are therefore subject to regulations imposed by the FCPA and other anti-corruption laws that generally prohibit U.S. companies and their intermediaries from offering, promising, authorizing or making improper payments to foreign government officials for the

purpose of obtaining or retaining business. Violations of the FCPA and other anti-corruption laws may result in severe criminal and civil sanctions as well as other penalties, and the SEC and U.S. Department of Justice have increased their enforcement activities with respect to such laws and regulations. The Office of Foreign Assets Control and the U.S. Department of Commerce administer and enforce economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign states, organizations, and individuals. Failure to comply with these laws and regulations could increase our cost of operations, reduce our profits, or otherwise adversely affect our business, financial condition, and results of operations.

Internal control policies and procedures and employee training and compliance programs that we have implemented to deter prohibited practices may not be effective in prohibiting our and our affiliates' directors, employees, contractors or agents from violating or circumventing our policies and the law. If we or our affiliates, or either of our respective directors, employees or agents fail to comply with applicable laws or Company policies governing our operations, the Company has, in the past, and may, in the future, face investigations, prosecutions and other legal proceedings and actions, which could result in civil penalties, administrative remedies and criminal sanctions. Any such future government investigations, prosecutions or other legal proceedings or actions could adversely affect our business, performance, prospects, value, financial condition, and results of operations.

***Because we own real property, we are subject to extensive environmental regulation, which creates uncertainty regarding future environmental expenditures and liabilities.***

We have incurred, and may in the future incur, costs to comply with environmental requirements, such as those relating to discharges into the air, water and land, the handling and disposal of solid and hazardous waste and the cleanup of properties affected by hazardous substances. Under these and other environmental requirements we have been and may be required to investigate and clean up hazardous or toxic substances or chemical releases at our property. As an owner or operator, we could also be held responsible to a governmental entity or third parties for property damage, personal injury and investigation and cleanup costs incurred by them in connection with any contamination.

These laws typically impose cleanup responsibility and liability without regard to whether the owner or operator knew of or caused the presence of the contaminants. The liability under those laws has been interpreted to be joint and several unless the harm is divisible and there is a reasonable basis for allocation of the responsibility. The costs of investigation, remediation or removal of those substances may be substantial, and the presence of those substances, or the failure to remediate a property properly, may impair our ability to use our property. Contamination has been identified at and in the vicinity of our site in Everett, Massachusetts. The ultimate cost of remediating contaminated sites is difficult to accurately predict, and we have exceeded our initial estimates of the remediation costs for the Everett site. We may also be required to conduct additional investigations and remediation with respect to this site.

***Adverse incidents or adverse publicity concerning our resorts or our corporate responsibilities could harm our brand and reputation and negatively impact our financial results.***

Our reputation and the value of our brand, including the perception held by our customers, business partners, other key stakeholders and the communities in which we do business, are important assets. Our business faces increasing scrutiny related to environmental, social and governance activities, and risk of damage to our reputation and the value of our brands if we fail to act responsibly in a number of areas, such as diversity and inclusion, environmental stewardship, supply chain management, sustainability, workplace conduct, human rights, philanthropy, and support for local communities. Any harm to our reputation could have a material adverse effect on our business, results of operations, and cash flows.

***Compliance with evolving laws and regulations, and the interpretations thereof, is expensive and results in compliance risks.***

Evolving laws and regulations create uncertainty for gaming companies. These evolving laws and regulations are subject to varying interpretations in many cases due to their complexity, ambiguity and/or lack of guidance. As a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. In addition, public companies, financial institutions, the gaming industry and casinos are highly regulated, and compliance with such regulations is costly and subjects us to liability if we are not, or are perceived to not be, compliant. This could result in continuing uncertainty and higher costs regarding compliance matters. Due to our commitment to maintain high standards of compliance with laws and public disclosure, our efforts to comply with evolving laws, regulations and standards have resulted in and are likely to continue to result in increased general and administrative expense.

***We are subject to taxation by various governments and agencies. The rate of taxation could change.***

We are subject to taxation by various governments and agencies in the jurisdictions in which we operate. Changes in the laws and regulations related to taxation, including changes in the rates of taxation, the amount of taxes we owe and the time when income is subject to taxation, our ability to claim U.S. foreign tax credits, failure to renew our Macau dividend agreement and Macau income tax exemption on gaming profits and the imposition of foreign withholding taxes could change our overall effective rate of taxation.

***System failure, information leakage and the cost of maintaining sufficient cybersecurity could adversely affect our business.***

We rely on information technology and other systems (including those maintained by third parties with whom we contract to provide data services) to maintain and transmit large volumes of customer financial information, credit card settlements, credit card funds transmissions, mailing lists, reservation information, and other personally identifiable information. We also maintain important internal company data such as personally identifiable information about our employees and information relating to our operations. The systems and processes we have implemented to protect customers, employees and company information are subject to the ever-changing risk of compromised security. Attempts by others to gain unauthorized access to information technology and other systems and the data contained therein are becoming increasingly sophisticated and difficult to anticipate and prevent. As a result, we face cybersecurity risks including cyber and physical security breaches, system failure, phishing attacks, computer viruses, worms, ransomware, malicious software programs and negligent or intentional misuse by customers, company employees, or employees of our third-party information system service providers. The steps we take to deter, detect, and mitigate these risks may not be successful. Cybercriminals, including hackers and those working in the capacity of State actors or on behalf of a cybercrime group, may circumvent security measures, and our insurance coverage for protecting against claims, liability and damages caused by cybersecurity risks and incidents, including those related to third-party information system service providers, may not be sufficient. Our third-party information system service providers face risks relating to cybersecurity similar to ours, and we do not directly control any of such parties' information security operations.

Despite the security measures we currently have in place, our facilities and systems and those of our third-party information system service providers may be vulnerable to security breaches, acts of vandalism, phishing attacks, computer viruses, worms, ransomware, malicious software programs, misplaced or lost data, programming or human errors and other events. Cyber-attacks are becoming increasingly more difficult to anticipate, prevent and detect due to their rapidly evolving nature and, as a result, the technology we use to protect our systems from being breached or compromised could become outdated due to advances in computer capabilities or other technological developments.

We have experienced data security incidents in the past, and expect to experience additional incidents in the future; however, to date no such incidents have been material to our business, operating results, or financial condition. Any future perceived or actual electronic or physical security breach involving the misappropriation, loss, or other unauthorized disclosure of confidential or personally identifiable information, including penetration of our network security, whether by us or by a third-party information system service provider, could disrupt our business, damage our reputation and our relationships with our customers or employees, expose us to risks of litigation, significant fines and penalties and liability, result in the deterioration of our customers' and employees' confidence in us, and adversely affect our business, results of operations and financial condition. Since we do not control third-party information system service providers and cannot guarantee that no electronic or physical computer break-ins and security breaches will occur in the future, any perceived or actual unauthorized disclosure of personally identifiable information regarding our employees, customers or website visitors could harm our reputation and credibility and reduce our ability to attract and retain employees and customers. As these threats develop and grow, we may find it necessary to make significant further investments to protect data and our infrastructure, including the implementation of new computer systems or upgrades to existing systems, deployment of additional personnel and protection-related technologies, engagement of third-party consultants, and training of employees. The future occurrence of any of the cyber incidents described above could have a material adverse effect on our business, results of operations and cash flows.

***The failure to protect the integrity and security of company employee and customer information could result in damage to reputation and/or subject us to fines, payment of damages, lawsuits or restrictions on our use or transfer of data.***

Our business uses and transmits large volumes of employee and customer data, including credit card numbers and other personal information in various information systems that we maintain in areas such as human resources outsourcing, website hosting, and various forms of electronic communications. Our customers and employees have a high expectation that we will adequately protect their personal information. Our collection and use of personal data are governed by privacy laws and regulations, and privacy law is an area that changes often and varies significantly by jurisdiction. For example, the European Union (EU)'s General Data Protection Regulation ("GDPR") requires companies to meet stringent requirements regarding the

handling of personal data. The GDPR captures data processing by non-EU firms with no EU establishment as long as firms' processing relates to "offering goods or services" or the "monitoring" of individuals in the EU. In addition to governmental regulations, there are credit card industry standards or other applicable data security standards we must comply with as well. Compliance with applicable privacy regulations may increase our operating costs and/or adversely impact our ability to market our products, properties and services to our guests. In addition, non-compliance with applicable privacy regulations by us (or in some circumstances non-compliance by third parties engaged by us) or a breach of security on systems storing our data may result in damage of reputation and/or subject us to fines, payment of damages, lawsuits or restrictions on our use or transfer of data. For example, failure to meet the GDPR requirements could result in penalties of up to four percent of worldwide revenue. Any misappropriation of confidential or personally identifiable information gathered, stored or used by us, be it intentional or accidental, could have a material impact on the operation of our business, including severely damaging our reputation and our relationships with our customers, employees and investors. Laws in the United States in this area are also developing quickly. Laws in all 50 states require businesses to provide notice to customers whose personally identifiable information has been disclosed as a result of a data breach. Some states, such as California, Virginia and Colorado, have adopted privacy laws. Such adoption may indicate a trend for further legislation across all states.

***Our business could suffer if our computer systems and websites are disrupted or cease to operate effectively.***

We are dependent on our computer systems to record and process transactions and manage and operate our business, including processing payments, accounting for and reporting financial results, and managing our employees and employee benefit programs. Given the complexity of our business, it is imperative that we maintain uninterrupted operation of our computer hardware and software systems. Despite our preventative efforts, our systems are vulnerable to damage or interruption from, among other things, security breaches, computer viruses, technical malfunctions, inadequate system capacity, power outages, natural disasters, and usage errors by our employees or third-party consultants. If our information technology systems become damaged or otherwise cease to function properly, we may have to make significant investments to repair or replace them. Additionally, confidential or sensitive data related to our customers or employees could be lost or compromised. Any material disruptions in our information technology systems could have a material adverse effect on our business, results of operations, and financial condition.

***If a third party successfully challenges our ownership of, or right to use, the Wynn-related trademarks and/or service marks, our business or results of operations could be harmed.***

Our intellectual property assets, especially the logo version of "Wynn," are among our most valuable assets. We have filed applications with the U.S. Patent and Trademark Office ("PTO") and with various foreign patent and trademark registries including registries in Macau, China, Hong Kong, Singapore, Taiwan, Japan, certain European countries and various other jurisdictions throughout the world, to register a variety of WYNN-related trademarks and service marks in connection with a variety of goods and services. Some of the applications are based upon ongoing use and others are based upon a bona fide intent to use the marks in the future.

A common element of most of these marks is the use of the surname "WYNN." As a general rule, a surname (or the portion of a mark primarily constituting a surname) is not eligible for registration unless the surname has acquired "secondary meaning." To date, we have been successful in demonstrating to the PTO such secondary meaning for the WYNN marks, in certain of the applications, based upon factors including the Company's long-term use, advertising and promotional efforts related to the marks and the level of international fame achieved by the marks, but we cannot assure you that we will be successful with the other pending applications.

Federal registrations are not completely dispositive of the right to such marks. Third parties who claim prior rights with respect to similar marks may nonetheless challenge our right to obtain registrations or our use of the marks and seek to overcome the presumptions afforded by such registrations.

Furthermore, due to the increased use of technology in computerized gaming machines and in business operations generally, other forms of intellectual property rights (such as patents and copyrights) are becoming of increased relevance. It is possible that, in the future, third parties might assert superior intellectual property rights or allege that their intellectual property rights cover some aspect of our operations. The defense of such allegations may result in substantial expenses, and, if such claims are successfully prosecuted, may have a material impact on our business. There has been an increase in the international operation of fraudulent online gambling and investment websites attempting to scam and defraud members of the public. Websites offering these or similar activities and opportunities that use our names or similar names or images in likeness to ours, are doing so without our authorization and possibly unlawfully and with criminal intent. If our efforts to cause these sites to be shut down through civil action and by reporting these sites to the appropriate authorities (where applicable) are unsuccessful or not timely completed, these unauthorized activities may continue and harm our reputation and negatively affect our business.

Efforts we take to acquire and protect our intellectual property rights against unauthorized use throughout the world may be costly and may not be successful in protecting and preserving the status and value of our intellectual property assets.

***Labor actions and other labor problems could negatively impact our operations.***

Some of our employees are represented by labor unions. From time to time, we have experienced attempts by labor organizations to organize certain of our non-union employees. These efforts have achieved some success to date. We cannot provide any assurance that we will not experience additional and successful organizing activity in the future. The impact of any future organizing activity or labor dispute or work stoppage with respect to those of our employees who are represented by labor unions could have a material adverse effect on our business, financial condition, results of operations and cash flows.

***Our insurance coverage may not be adequate to cover all possible losses that we could suffer, including losses resulting from terrorism, and our insurance costs may increase.***

We have comprehensive property and liability insurance policies for our properties with coverage features and insured limits that we believe are customary in their breadth and scope. However, in the event of a substantial loss, the insurance coverage we carry may not be sufficient to pay the full market value or replacement cost of our lost investment or could result in certain losses being totally uninsured. As a result, we could lose some or all of the capital we have invested in a property, as well as the anticipated future revenue from the property, and we could remain obligated for debt or other financial obligations related to the property.

Market forces beyond our control may limit the scope of the insurance coverage we can obtain in the future or our ability to obtain coverage at reasonable rates. Certain catastrophic losses may be uninsurable or too expensive to justify obtaining insurance. As a result, if we suffer such a catastrophic loss, we may not be successful in obtaining future insurance without increases in cost or decreases in coverage levels. Furthermore, our debt instruments and other material agreements require us to maintain a certain minimum level of insurance. Failure to satisfy these requirements could result in an event of default under these debt instruments or material agreements, which would negatively affect our business and financial condition.

**Risks Associated with our Macau Operations**

***Our Macau Operations may be affected by adverse political and economic conditions.***

Our Macau Operations are subject to significant political, economic and social risks inherent in doing business in an emerging market. The future success of our Macau Operations depends on political and economic conditions in Macau and PRC. For example, fiscal decline, international relations, and civil, domestic or international unrest in Macau, China or the surrounding region could significantly harm our business, not only by reducing customer demand for casino resorts, but also by increasing the risk of imposition of taxes and exchange controls or other governmental restrictions, laws or regulations that might impede our Macau Operations or our ability to repatriate funds.

***We compete for limited labor resources in Macau and local policies may also affect our ability to employ imported labor.***

The success of our operations in Macau will be affected by our success in hiring and retaining employees. We compete with a large number of casino resorts in Macau for a limited number of qualified employees. In addition, only Macau residents are eligible for the majority of positions within the casino including dealers and other gaming staff. Competition for these individuals in Macau has increased and is expected to continue for the foreseeable future. We seek employees from outside Macau to adequately staff our resorts where permitted and certain local policies affect our ability to import labor in certain job classifications. We coordinate with the labor and immigration authorities to ensure our labor needs are satisfied, but cannot be certain that we will be able to recruit and retain a sufficient number of qualified employees for our Macau Operations or that we will be able to obtain required work permits for those employees. If we are unable to obtain, attract, retain and train skilled employees, our ability to adequately manage and staff our existing and planned casino and resort properties and operations in Macau could be impaired, which could have a material adverse effect on our business, financial condition, results of operations and cash flows.

***The smoking control legislation in Macau could have an adverse effect on our business, financial condition, results of operations and cash flows.***

Under the Macau Smoking Prevention and Tobacco Control Law, as of January 1, 2019, smoking on casino premises is only permitted in authorized segregated smoking lounges with no gaming activities and such smoking lounges are required to comply with the conditions set out in the regulations. The existing smoking legislation, and any smoking legislation intended to fully ban all smoking in casinos, may deter potential gaming customers who are smokers from frequenting casinos in Macau, which could have an adverse effect on our business, financial condition, results of operations and cash flows.

***Extreme weather conditions have had and may in the future have an adverse impact on our Macau Operations.***

Macau's subtropical climate and location on the South China Sea are subject to extreme weather conditions including typhoons and heavy rainstorms, such as Typhoon Mangkhut in 2018 and Typhoon Hato in 2017. Unfavorable weather conditions could negatively affect the profitability of our resorts and prevent or discourage guests from traveling to Macau. Flooding, unscheduled interruption in the technology or transportation services or interruption in the supply of public utilities may lead to a shutdown of any of our resorts in Macau. The occurrence and timing of such events cannot be predicted or controlled by us and may have a material adverse effect on our business, financial condition, results of operations, and cash flows.

***If our Macau Operations fail to comply with the Gaming Concession Contract, or applicable Macau laws and administrative regulations, the Macau government may rescind our concession without compensation to us, which would have a material adverse effect on our business and financial condition.***

Pursuant to the Gaming Concession Contract and the Laws and Administrative Regulations, the Macau government may rescind the gaming concession if Wynn Macau SA fails to fulfill its obligations under the Macau law or the Gaming Concession Contract, including in the circumstances of (i) endangerment to the national security of mainland China or Macau, (ii) failure on the part of Wynn Macau SA to perform its obligations under the Gaming Concession Contract, (iii) public interest, and (iv) Wynn Macau SA ceasing to be eligible for the gaming concession under the Macau gaming law. If the Macau government rescinds the Gaming Concession Contract due to the Wynn Macau SA's non-fulfilment, or perceived non-fulfilment, of its obligations, Wynn Macau SA will be required to transfer to the Macau government, free from any encumbrance or lien and without compensation, all of its casinos, gaming assets and equipment and ownership rights to its casino areas in Macau. Beginning in the eighth year of Wynn Macau SA's concession, the Macau government may exercise its right to redeem the concession by providing Wynn Macau SA with at least one-year prior written notice. In such event, Wynn Macau SA would be entitled to fair and equitable compensation pursuant to the Macau gaming law. The amount of such compensation relating to the projects agreed with the Macau government would be determined based on the earnings of these projects, before interest, depreciation and amortization for the fiscal year immediately preceding the date the redemption is declared, multiplied by the number of years remaining on the term of the Gaming Concession Contract. Wynn Macau SA is currently in its third year of concession. The loss of our concession would prohibit us from conducting gaming operations in Macau, which would have a material adverse effect on our business and financial condition.

***Certain Nevada gaming laws apply to our gaming activities and associations outside of Nevada.***

Certain Nevada gaming laws also apply to gaming activities and associations in jurisdictions outside of Nevada. We and our subsidiaries that must be licensed to conduct gaming operations in Nevada are required to comply with certain reporting requirements concerning gaming activities and associations conducted by our subsidiaries in other jurisdictions. We and our licensed Nevada subsidiaries also will be subject to disciplinary action by the NGC if our subsidiaries operating in other jurisdictions knowingly violate any laws relating to their gaming operations; fail to conduct operations in other jurisdictions in accordance with the standards of honesty and integrity required of Nevada gaming operations; engage in any activity or enter into any association that is unsuitable for us because it poses an unreasonable threat to the control of gaming in Nevada, reflects or tends to reflect discredit or disrepute upon Nevada or gaming in Nevada, or is contrary to Nevada gaming policies; engage in any activity or enter into any association that interferes with the ability of Nevada to collect gaming taxes and fees; or employ, contract with or associate with any person in the foreign gaming operation who has been denied a license or a finding of suitability in Nevada on the ground of unsuitability, or who has been found guilty of cheating at gambling. Such disciplinary action could include suspension, conditioning, limitation or revocation of the registration, licenses or approvals held by us and our licensed Nevada subsidiaries, including Wynn Las Vegas, LLC, and the imposition of substantial fines.

In addition, if the NGCB determines that any actual or intended activities or associations of our subsidiaries operating in other states may be prohibited pursuant to one or more of the standards described above, the NGCB can require us and our licensed Nevada subsidiaries to file an application with the NGC for a finding of suitability of the activity or association. If the NGC finds that the activity or association in the other jurisdictions unsuitable or prohibited, those subsidiaries will either be required to terminate the activity or association, or will be prohibited from undertaking the activity or association. Consequently, should the NGC find that our subsidiaries' gaming activities or associations in other jurisdictions are unsuitable, those subsidiaries may be prohibited from undertaking their planned gaming activities or associations in the other jurisdiction or be required to divest their investment in the other jurisdiction, possibly on unfavorable terms.

***The Massachusetts Gaming Commission has broad authority to consider conduct outside of Massachusetts for continued licensure in Massachusetts.***

The Massachusetts Gaming Act requires a gaming licensee to affirmatively maintain its suitability to hold a gaming license in Massachusetts. Under the MGC's continuing duty regulations, we are required to report to notify and update the

MGC of certain matters including but not limited to any denial, suspension or revocation in any jurisdiction of a gaming related license; any discipline, including a fine or warning, related to gaming operations imposed upon the gaming licensee or qualifier by any government agency in any jurisdiction; any arrest, indictment, charge or criminal conviction of any qualifier in any jurisdiction; any complaints, allegations, or notice of investigation thereof against the gaming licensee, qualifier, or any gaming entity owned or operated by the parent to the gaming licensee, that if substantiated could reasonably lead to potential revocation or suspension of the license or approval held by the gaming licensee, qualifier, or gaming entity owned or operated by the parent to the gaming licensee, in that jurisdiction and/or imposition of a fine of \$50,000 or greater.

Licensing or other disciplinary action against us outside of Massachusetts, including by the government of Macau, may be considered by the MGC in assessment of our ongoing suitability to hold a license in Massachusetts and may subject us to fines, license conditions, license suspension or revocation.

***Unfavorable changes in currency exchange rates may increase our Macau Operations' obligations under the concession agreement and cause fluctuations in the value of our investment in Macau.***

The currency delineated in our Macau Operations' concession agreement with the Macau government is the Macau pataca. The Macau pataca is linked to the Hong Kong dollar, and the two are often 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.

If the Hong Kong dollar and the Macau pataca are no longer linked to the U.S. dollar, the exchange rate for these currencies may severely fluctuate. The current rate of exchange fixed by the applicable monetary authorities for these currencies may also change.

Many of our Macau Operations' payment and expenditure obligations are in Macau patacas. We expect that most of the revenues for any casino that we operate in Macau will be in Hong Kong dollars. As a result, we are subject to foreign exchange risk with respect to the exchange rate between Macau patacas and Hong Kong dollars and the Hong Kong dollar and the U.S. dollar. Because certain debt obligations of our Macau-related entities have incurred U.S. dollar-denominated debt, 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 our debt.

***Currency exchange controls and currency export restrictions could negatively impact our Macau Operations.***

Currency exchange controls and restrictions on the export of currency by certain countries may negatively impact the success of our Macau Operations. For example, there are currently existing currency exchange controls and restrictions on the export of the renminbi, the currency of the PRC. Restrictions on the export of the renminbi may impede the flow of gaming customers from the PRC to Macau, inhibit the growth of gaming in Macau and negatively impact our Macau Operations.

***Conflicts of interest may arise because certain of our directors and officers are also directors of Wynn Macau, Limited.***

Wynn Macau, Limited, an indirect majority owned subsidiary of Wynn Resorts and the developer, owner and operator of Wynn Macau and Wynn Palace, listed its ordinary shares of common stock on The Stock Exchange of Hong Kong Limited in October 2009. As of December 31, 2024, Wynn Resorts owned approximately 72% of Wynn Macau, Limited's ordinary shares of common stock. As a result of Wynn Macau, Limited having stockholders who are not affiliated with us, we and certain of our officers and directors who also serve as officers and/or directors of Wynn Macau, Limited may have conflicting fiduciary obligations to our stockholders and to the minority stockholders of Wynn Macau, Limited. Decisions that could have different implications for Wynn Resorts and Wynn Macau, Limited, including contractual arrangements that we have entered into or may in the future enter into with Wynn Macau, Limited, may give rise to the appearance of a potential conflict of interest.

***The Macau government has established a maximum number of gaming tables that can be operated in Macau and has limited the number of new gaming tables at new gaming areas in Macau.***

As of December 31, 2024, we had a total of 303 table games at Wynn Palace and 257 at Wynn Macau approved by the Macau's DICJ. We are approved by the Macau government to operate 570 gaming tables and 1,100 gaming machines at our Macau Operations currently. The mix of table games in operation at Wynn Palace and Wynn Macau changes from time to time as a result of marketing and operating strategies in response to changing market demand and industry competition. Failure to shift the mix of our table games in anticipation of market demands and industry trends may negatively impact our operating results.

## **Risks Related to Share Ownership and Stockholder Matters**

### ***Certain stockholders are able to exert significant influence over our operations and future direction.***

As of December 31, 2024, Elaine P. Wynn owned approximately 8.85% of our outstanding common stock. As a result, Elaine P. Wynn may be able to exert influence over all matters requiring our stockholders' approval, including the approval of significant corporate transactions. On August 3, 2018, we 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 date that Phil Satre no longer serves as Chair of the Board, unless earlier terminated pursuant to the circumstances described in the Cooperation Agreement.

### ***Our stock price may be volatile.***

The trading price of our common stock has been and may continue to be subject to wide fluctuations. Our stock price may fluctuate in response to a number of events and factors, such as general United States, China, and world economic and financial conditions, our own quarterly variations in operating results, increased competition, changes in financial estimates and recommendations by securities analysts, changes in applicable laws or regulations, changes affecting the travel industry, and other events impacting our business. The stock market in general, and prices for companies in our industry in particular, has experienced extreme volatility that may be unrelated to the operating performance of a particular company. These broad market and industry fluctuations may adversely affect the price of our common stock, regardless of our operating performance.

## **Risks Related to our Indebtedness**

### ***We are highly leveraged and future cash flow may not be sufficient for us to meet our obligations, and we might have difficulty obtaining more financing.***

We have a substantial amount of consolidated debt in relation to our equity. As of December 31, 2024, we had total outstanding debt of approximately \$10.64 billion. We may incur additional indebtedness in connection with the construction of future development projects or major capital enhancement at our existing properties. See Item 1—Business "Our Resorts."

Failure to meet our payment obligations or other obligations could result in acceleration of our indebtedness, foreclosure upon our assets that serve as collateral or bankruptcy and trigger cross defaults under other agreements. Servicing our indebtedness requires a substantial portion of our cash flow from our operations and reduces the amount of available cash to fund working capital and other cash requirements or pay for other capital expenditures. We may not be able to obtain additional financing, if needed. The applicable rates with respect to a portion of the interest we pay will fluctuate with market rates and, accordingly, our interest expense will increase as market interest rates increase.

We are permitted to incur additional indebtedness if certain conditions are met, including conditions under our WM Cayman II Revolver, our WRF Credit Facilities, and our indentures. If we incur additional indebtedness, the risks described above will be exacerbated.

### ***The agreements governing our debt facilities contain certain covenants that restrict our ability to engage in certain transactions and may impair our ability to respond to changing business and economic conditions.***

Some of our debt facilities require us to satisfy various financial covenants, which include requirements for minimum interest coverage ratios and leverage ratios pertaining to total debt to earnings before interest, tax, depreciation and amortization and a minimum earnings before interest, tax, depreciation and amortization. For more information on financial covenants we are subject to under our debt facilities, see Item 8—"Financial Statements and Supplementary Data," Note 7, "Long-Term Debt." Future indebtedness or other contracts could contain covenants more restrictive than those contained in our existing debt facilities.

The agreements governing our debt facilities also contain restrictions on our ability to engage in certain transactions and may limit our ability to respond to changing business and economic conditions. These restrictions include, among other things, limitations on our ability and the ability of our restricted subsidiaries to pay dividends or distributions or repurchase equity; incur additional debt; make investments; create liens on assets to secure debt; enter into transactions with affiliates; issue stock of, or member's interests in, subsidiaries; enter into sale-leaseback transactions; engage in other businesses; merge or consolidate with another company; undergo a change of control; transfer, sell or otherwise dispose of assets; issue disqualified stock; create dividend and other payment restrictions affecting subsidiaries; and designate restricted and unrestricted subsidiaries.

Our ability to comply with the terms of our outstanding facilities may be affected by general economic conditions, industry conditions and other events outside of our control. As a result, we may not be able to maintain compliance with these covenants. If our properties' operations fail to generate adequate cash flow, we may violate those covenants, causing a default under our agreements, which would materially and adversely affect our financial condition and results of operations or result in our lenders or holders of our debt taking action to enforce their security interests in our various assets or cause all outstanding amounts to be due and payable immediately.

**Item 1B. Unresolved Staff Comments**

None.

## Item 1C. Cybersecurity

Wynn Resorts' information security program is designed to preserve the accuracy and integrity of all forms of information processed by us and to protect such information, including our employees' and guests' personally identifiable information and information related to our operations, from misuse, loss, or theft. Our information security program is founded on principles and standards of the National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity issued by the U.S. government and is integrated into our overall enterprise risk management system.

The Chief Information Security Officer ("CISO") works closely with the Chief Information Officer and the Chief Privacy Counsel to collectively manage our global information security, information technology and data privacy programs. The Company's information security program includes a robust set of controls and safeguards for the systems, applications, and databases of the Company and of its third-party vendors. The CISO manages the information security program and sets annual targets and security objectives. The program includes regular risk assessments and recurring internal and external audits to assess the program's maturity and effectiveness. The results of these assessments and audits help inform decisions to make program adjustments and evaluate whether the program's security objectives are effective and up to date. Additional features of our cybersecurity program include security controls, such as firewalls and intrusion detection systems; data loss prevention tools; penetration testing of network, cloud, and application platforms; security assessments of our third-party vendors; and security awareness education for our employees and specialized training for our information security specialists.

We have implemented security monitoring capabilities, designed to alert us to suspicious activity and have developed an incident response program that includes periodic coordinated response exercises designed to restore business operations as quickly and as orderly as practicable in the event of a breach. In the event of a cyber incident which may be considered "material" under the SEC's disclosure rules, Wynn Resorts has established a separate committee comprised of the General Counsel, the Chief Financial Officer, the Chief Privacy Counsel, and the CISO. The Materiality Committee is responsible for determining whether a cyber incident, or series of incidents, is "material" and requires disclosure under Item 1.05 of Form 8-K as well as informing the Board of Directors about the incident from a risk oversight perspective.

The Board of Directors oversees risks relating to cybersecurity. The CISO presents to the Board of Directors on a quarterly basis and the results of the risk assessments and audits on at least an annual basis. These reports also include detailed updates on the Company's performance preparing for, preventing, detecting, responding to, and recovering from cyber incidents. The CISO has overseen the Company's information security program for the last 15 years. He holds a Bachelor of Arts degree in Business Administration, and has over 30 years' total experience in the information technology and security field, including various leadership roles before joining Wynn Resorts. In addition, he holds several industry technical certifications in information security, network engineering, systems engineering, database management, application development, and security intrusions.

Failure of our information security program to prevent or detect a cyber incident could result in the compromise of Company and customer information, reputational damage, and/or financial loss. During the periods covered by this report, we did not experience any material cyber incidents and the expenses we incurred from cyber incidents were immaterial. While prior incidents have not had a material impact on us, future incidents could have a material adverse effect on our business, results of operations and cash flows. For additional information about our cybersecurity risks, see "*System failure, information leakage and the cost of maintaining sufficient cybersecurity could adversely affect our business*" in Item 1A — "Risk Factors."

## Item 2. Properties

The following table presents our significant land holdings. We own or have obtained the right to use these properties. We also own or lease various other improved and unimproved properties which may be used for development projects.

Property	Approximate Acres	Location
<b>Macau Operations<sup>(1)</sup></b>		
Wynn Palace	51	Located in the Cotai area of Macau.
Wynn Macau	16	Located in downtown Macau's inner harbor.
	67	
<b>Las Vegas Operations</b>		
Wynn Las Vegas (main parcel)	75	Located at the intersection of Las Vegas Boulevard and Sands Avenue.
Golf course land <sup>(2)</sup>	128	Located adjacent to Wynn Las Vegas.
Meeting and Convention Expansion	12	Located adjacent to Wynn Las Vegas.
Employee parking lot and office building	18	Located across Sands Avenue.
Office building	5	Located adjacent to golf course land.
	238	
<b>Encore Boston Harbor<sup>(3)</sup></b>		
	34	Located in Everett, Massachusetts, adjacent to Boston along the Mystic River.
<b>Other<sup>(4)</sup></b>		
	53	Located in Las Vegas, Nevada, and Everett, Massachusetts.

(1) The government of Macau owns most of the land in Macau. In most cases, private interests in real property located in Macau are obtained through long-term leases known as concessions and other grants of rights to use land from the government. Wynn Palace and Wynn Macau are built on land leased under land concession contracts each with terms of 25 years from May 2012 and August 2004, respectively, which may be renewed with government approval for successive periods.

(2) We own approximately 834 acre-feet of permitted and certificated water rights, which we use to irrigate the golf course. We also own approximately 151.5 acre-feet of permitted and certificated water rights for commercial use. There are significant cost savings and conservation benefits associated with using water supplied pursuant to our water rights.

(3) Subject to a triple-net lease with an initial term of 30 years, with one 30-year renewal option.

(4) Includes approximately 38 acres of land on the Las Vegas Strip directly across from Wynn Las Vegas, and approximately 15 acres of land adjacent to Encore Boston Harbor in Everett, Massachusetts. This land may be used for future development.

## Item 3. 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 8—"Financial Statements and Supplementary Data," Note 18, "Commitments and Contingencies—Litigation" in this Annual Report on Form 10-K, which is incorporated herein by reference, and Item 1A—"Risk Factors" in this Annual Report on Form 10-K.

On September 6, 2024, Wynn Las Vegas, LLC, a wholly owned indirect subsidiary of Wynn Resorts, entered into a non-prosecution agreement ("NPA") with the United States Attorney's Office for the Southern District of California and the United States Department of Justice (the "DOJ"), resolving the previously-disclosed investigation into various transactions at Wynn Las Vegas relating to certain patrons who reside or operate in foreign jurisdictions which were facilitated by former employees, agents and other third parties that were unlicensed money transmitting businesses, in violation of 18 U.S.C. § 1960.

Pursuant to the NPA, Wynn Las Vegas agreed to forfeit \$130 million in funds involved in the transactions at issue and continue to make certain enhancements to its compliance program. The DOJ agreed that, subject to Wynn Las Vegas's fulfillment of its obligations under the NPA, it will not bring any criminal charges against Wynn Las Vegas concerning the subject matter of its investigation, subject to standard reservations of rights and certain reserved claims.

In reaching the resolution set forth in the NPA, the DOJ took into account the historical nature of the transactions at issue; Wynn Las Vegas's cooperation with the DOJ's multi-year investigation; that Wynn Las Vegas no longer employs or is affiliated with any of the individuals implicated in the transactions at issue; and Wynn Las Vegas's extensive remedial measures, many of which were undertaken prior to the parties entering into the NPA.

The NPA resolves all prior U.S. federal regulatory inquiries commenced in or about 2014 regarding compliance by Wynn Las Vegas with 18 U.S.C. § 1960 and the Bank Secrecy Act.

**Item 4. Mine Safety Disclosures**

Not applicable.

**PART II****Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities****Market Information**

Our outstanding common stock trades on the Nasdaq Global Select Market under the symbol "WYNN."

**Holders**

There were approximately 129 holders of record of our common stock as of February 4, 2025. This number does not include an estimate of the indeterminate number of beneficial holders whose shares may be held by brokerage firms and clearing agencies.

**Dividends**

During the year ended December 31, 2024, cash dividends of approximately \$111.1 million were paid to holders of our common stock. Any decision to declare and pay dividends on our common stock in the future, including the timing and amount of any such dividends, will be made at the discretion of our Board of Directors and will depend on, among things, our results of operations, financial conditions, cash requirements, contractual restrictions and other factors deemed relevant at the time.

**Issuer Purchases of Equity Securities**

The following table summarizes the share repurchases made by the Company during the three months ended December 31, 2024:

For the Month Ended	Number of Shares Repurchased <sup>(1)</sup>	Weighted Average Price Paid Per Share	Shares Repurchased as Part of a Publicly Announced Program <sup>(2)</sup>	Approximate Dollar Value Remaining Under the Program (in thousands)
October 1, 2024 to October 31, 2024	135,421	\$ 98.58	134,591	\$ 234,419
November 1, 2024 to November 30, 2024	912,043	\$ 91.74	904,306	\$ 917,001
December 1, 2024 to December 31, 2024	1,105,124	\$ 94.16	1,104,769	\$ 813,000

(1) Shares purchased in October 2024, November 2024, and December 2024 include 830, 7,737 and 355 shares, respectively, purchased in satisfaction of employee tax withholding obligations in connection with the vesting of restricted stock awards granted under our stock incentive plans. Refer to Item 8, "Financial Statements and Supplementary Data" for additional details on our stock incentive plans.

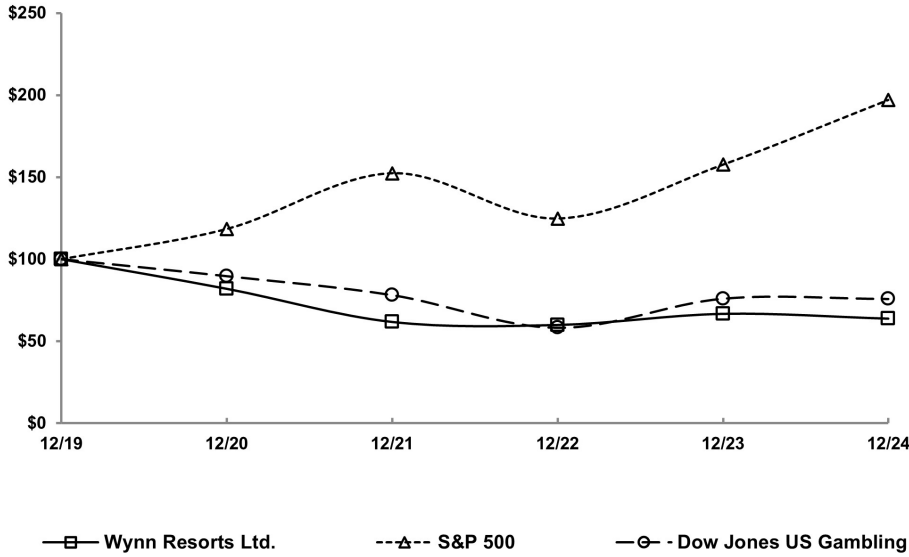
(2) On April 20, 2016, the Company announced that the Board of Directors authorized an equity repurchase program of up to \$1.0 billion of our common stock, with no expiration. On November 1, 2024, the Company's Board of Directors authorized the Company to repurchase a total of up to \$1.0 billion of the Company's outstanding shares of common stock, increasing the previously available repurchase authorization by approximately \$766 million. The equity repurchase program authorizes discretionary repurchases by the Company from time to time through open market purchases, including pursuant to plans designed to comply with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, privately negotiated transactions, accelerated share repurchases, or block trades, subject to market conditions, applicable legal requirements and other factors. The repurchase authorization has no expiration date, and the equity repurchase program may be suspended, discontinued or accelerated at any time. Any shares acquired are expected to be held as treasury shares and available for general corporate purposes.

### Stock Performance Graph

The graph below compares the five-year cumulative total return on our common stock to the cumulative total return of the Standard & Poor's 500 Stock Index ("S&P 500") and the Dow Jones US Gambling Index. The performance graph assumes that \$100 was invested on December 31, 2019 in each of the Company's common stock, the S&P 500 and the Dow Jones US Gambling Index, and that all dividends were reinvested. The stock price performance shown in this graph is neither necessarily indicative of, nor intended to suggest, future stock price performance.

#### COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN\*

Among Wynn Resorts Ltd., the S&P 500 Index and the Dow Jones US Gambling Index



\*\$100 invested on 12/31/19 in stock or index, including reinvestment of dividends.  
Fiscal year ending December 31.

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### Item 6. Reserved

## Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with, and is qualified in its entirety by, the consolidated financial statements and the notes thereto included elsewhere in this Annual Report on Form 10-K.

Discussion of 2022 items and year-to-year comparisons between 2023 and 2022 that are not included in this Form 10-K can be found in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II, Item 7 of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

### Overview

We are a designer, developer, and operator of integrated resorts featuring luxury hotel rooms, high-end retail space, an array of dining and entertainment options, meeting and convention facilities, and gaming, all supported by an unparalleled focus on our guests, our people, and our community. Through our approximately 72% ownership of Wynn Macau, Limited ("WML"), our concessionaire Wynn Resorts (Macau) S.A. ("Wynn Macau SA") operates two integrated resorts in the Macau Special Administrative Region of the People's Republic of China ("Macau"), Wynn Palace and Wynn Macau (collectively, our "Macau Operations"). In Las Vegas, Nevada, we operate and, with the exception of certain retail space, own 100% of Wynn Las Vegas. We are a 50.1% owner and managing member of a joint venture that owns and leases certain retail space at Wynn Las Vegas (the "Retail Joint Venture"). We refer to Wynn Las Vegas, Encore, an expansion at Wynn Las Vegas, and the Retail Joint Venture as our Las Vegas Operations. In Everett, Massachusetts, we operate Encore Boston Harbor, an integrated resort. During the twelve months ended December 31, 2024, Wynn Interactive Ltd. no longer met the requirements for a reportable segment due to the Company's decision to cease operating Wynn Interactive's digital sports betting and casino business. As a result, its assets and results of operations are presented in Corporate and other and previous period amounts have been reclassified to be consistent with the current period presentation of the Company's reportable segments.

The Company has a 40% equity interest in Island 3 AMI FZ-LLC ("Island 3"), an unconsolidated affiliate, which is constructing Wynn Al Marjan Island in Ras Al Khaimah, United Arab Emirates.

### 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 the Consolidated Statements of Operations are presented. These key operating measures are presented as supplemental disclosures because management and/or certain investors use these measures to better understand period-over-period fluctuations in our casino and hotel operating revenues. These key operating measures are defined below:

- 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.
- Table drop for Encore Boston Harbor is the amount of cash and gross 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. Table games win does not include poker rake.
- 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.
- Poker rake is the portion of cash wagered by patrons in our poker rooms that is retained by the casino as a service fee, after adjustment for progressive accruals, but before the allocation of casino revenues to rooms, food and beverage and other revenues for services provided to casino customers on a complimentary basis. Poker tables are not included in our measure of average number of table games.

- 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 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 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 typically expect our win as a percentage of turnover from these operations to be within the range of 3.1% to 3.4%.

In Las Vegas, customers purchase chips at the gaming tables in exchange for cash and markers. Customers may then redeem markers at the gaming tables or at the casino cage. The cash and markers, net of redemptions, 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. Each type of table game has its own theoretical win percentage. Our expected table games win percentage is 22% to 26%.

At Encore Boston Harbor, customers purchase chips at the gaming tables in exchange for cash and markers. Customers may then redeem markers only at the casino cage. The cash and gross 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. Each type of table game has its own theoretical win percentage. Our expected table games win percentage is 18% to 22%.

## Results of Operations

### Summary annual results

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

	Year Ended December 31,		Increase/ (Decrease)	Percent Change
	2024	2023		
Operating revenues	\$ 7,127,961	\$ 6,531,897	\$ 596,064	9.1
Net income attributable to Wynn Resorts, Limited	501,078	729,994	(228,916)	(31.4)
Diluted net income per share	4.35	6.32	(1.97)	(31.2)

The increase in operating revenues for the year ended December 31, 2024 was primarily driven by increases of \$330.8 million, \$251.1 million, and \$91.3 million from Wynn Palace, Wynn Macau, and our Las Vegas Operations, respectively, primarily due to an increase in gaming volumes and restaurant covers at our Macau Operations and an increase in ADR, entertainment venue sales and revenue from leased retail outlets at our Las Vegas Operations.

The decrease in net income attributable to Wynn Resorts, Limited for the year ended December 31, 2024 was primarily related to a decrease in the benefit from income taxes of \$500.5 million, partially offset by increased revenues at our Macau Operations.

**Financial results for the year ended December 31, 2024 compared to the year ended December 31, 2023**
**Operating revenues**

The following table presents our operating revenues (dollars in thousands):

	Year Ended December 31,		Increase/ (Decrease)	Percent Change
	2024	2023		
<b>Operating revenues</b>				
Macau Operations:				
Wynn Palace	\$ 2,217,671	\$ 1,886,844	\$ 330,827	17.5
Wynn Macau	1,464,646	1,213,534	251,112	20.7
<b>Total Macau Operations</b>	<b>3,682,317</b>	<b>3,100,378</b>	<b>581,939</b>	<b>18.8</b>
Las Vegas Operations	2,571,913	2,480,606	91,307	3.7
Encore Boston Harbor	857,164	865,786	(8,622)	(1.0)
Corporate and other	16,567	85,127	(68,560)	(80.5)
	<b>\$ 7,127,961</b>	<b>\$ 6,531,897</b>	<b>\$ 596,064</b>	<b>9.1</b>

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

	Year Ended December 31,		Increase/ (Decrease)	Percent Change
	2024	2023		
<b>Operating revenues</b>				
<b>Casino revenues</b>	<b>\$ 4,261,357</b>	<b>\$ 3,718,402</b>	<b>\$ 542,955</b>	<b>14.6</b>
Non-casino revenues:				
Rooms	1,242,058	1,185,671	56,387	4.8
Food and beverage	1,069,117	1,028,637	40,480	3.9
Entertainment, retail and other	555,429	599,187	(43,758)	(7.3)
<b>Total non-casino revenues</b>	<b>2,866,604</b>	<b>2,813,495</b>	<b>53,109</b>	<b>1.9</b>
	<b>\$ 7,127,961</b>	<b>\$ 6,531,897</b>	<b>\$ 596,064</b>	<b>9.1</b>

Casino revenues for the year ended December 31, 2024 were 59.8% of operating revenues, compared to 56.9% for the year ended December 31, 2023. Non-casino revenues for the year ended December 31, 2024 were 40.2% of operating revenues, compared to 43.1% for the year ended December 31, 2023.

**Casino revenues**

Casino revenues increased primarily due to higher gaming volumes at our Macau Operations which benefited from growing tourism in Macau during the year ended December 31, 2024. The table below sets forth our casino revenues and associated key operating measures (dollars in thousands, except for win per unit per day):

	Year Ended December 31,		Increase/ (Decrease)	Percent Change
	2024	2023		
<b>Macau Operations:</b>				
Wynn Palace:				
Total casino revenues	\$ 1,795,604	\$ 1,471,280	\$ 324,324	22.0
VIP:				
Average number of table games	57	56	1	1.8
VIP turnover	\$ 12,991,235	\$ 11,363,248	\$ 1,627,987	14.3
VIP table games win	\$ 449,461	\$ 383,384	\$ 66,077	17.2
VIP win as a % of turnover	3.46 %	3.37 %	0.09	
Table games win per unit per day	\$ 21,495	\$ 18,744	\$ 2,751	14.7
Mass market:				
Average number of table games	245	242	3	1.2
Table drop	\$ 6,893,092	\$ 6,126,841	\$ 766,251	12.5
Table games win	\$ 1,686,503	\$ 1,373,436	\$ 313,067	22.8
Table games win %	24.5 %	22.4 %	2.1	
Table games win per unit per day	\$ 18,770	\$ 15,574	\$ 3,196	20.5
Average number of slot machines	603	580	23	4.0
Slot machine handle	\$ 2,519,983	\$ 2,385,033	\$ 134,950	5.7
Slot machine win	\$ 109,488	\$ 102,816	\$ 6,672	6.5
Slot machine win per unit per day	\$ 496	\$ 486	\$ 10	2.1
Poker rake	\$ 736	\$ —	\$ 736	NM
Wynn Macau:				
Total casino revenues	\$ 1,230,351	\$ 970,269	\$ 260,082	26.8
VIP:				
Average number of table games	30	41	(11)	(26.8)
VIP turnover	\$ 5,047,888	\$ 5,132,628	\$ (84,740)	(1.7)
VIP table games win	\$ 177,435	\$ 191,936	\$ (14,501)	(7.6)
VIP win as a % of turnover	3.52 %	3.74 %	(0.22)	
Table games win per unit per day	\$ 16,084	\$ 12,699	\$ 3,385	26.7
Mass market:				
Average number of table games	221	216	5	2.3
Table drop	\$ 6,344,794	\$ 5,155,929	\$ 1,188,865	23.1
Table games win	\$ 1,164,012	\$ 910,825	\$ 253,187	27.8
Table games win %	18.3 %	17.7 %	0.6	
Table games win per unit per day	\$ 14,367	\$ 11,560	\$ 2,807	24.3
Average number of slot machines	615	530	85	16.0
Slot machine handle	\$ 3,133,488	\$ 2,212,196	\$ 921,292	41.6
Slot machine win	\$ 103,030	\$ 68,667	\$ 34,363	50.0
Slot machine win per unit per day	\$ 458	\$ 355	\$ 103	29.0
Poker rake	\$ 15,275	\$ 18,266	\$ (2,991)	(16.4)

	Year Ended December 31,		Increase/ (Decrease)	Percent Change
	2024	2023		
<b>Las Vegas Operations:</b>				
Total casino revenues	\$ 600,088	\$ 628,185	\$ (28,097)	(4.5)
Average number of table games	232	233	(1)	(0.4)
Table drop	\$ 2,376,473	\$ 2,425,621	\$ (49,148)	(2.0)
Table games win	\$ 611,663	\$ 599,001	\$ 12,662	2.1
Table games win %	25.7 %	24.7 %	1.0	
Table games win per unit per day	\$ 7,200	\$ 7,038	\$ 162	2.3
Average number of slot machines	1,609	1,645	(36)	(2.2)
Slot machine handle	\$ 6,752,952	\$ 6,423,374	\$ 329,578	5.1
Slot machine win	\$ 446,152	\$ 451,833	\$ (5,681)	(1.3)
Slot machine win per unit per day	\$ 758	\$ 752	\$ 6	0.8
Poker rake	\$ 24,599	\$ 25,720	\$ (1,121)	(4.4)
<b>Encore Boston Harbor:</b>				
Total casino revenues	\$ 635,314	\$ 648,668	\$ (13,354)	(2.1)
Average number of table games	180	191	(11)	(5.8)
Table drop	\$ 1,410,319	\$ 1,422,416	\$ (12,097)	(0.9)
Table games win	\$ 297,369	\$ 308,890	\$ (11,521)	(3.7)
Table games win %	21.1 %	21.7 %	(0.6)	
Table games win per unit per day	\$ 4,519	\$ 4,429	\$ 90	2.0
Average number of slot machines	2,633	2,550	83	3.3
Slot machine handle	\$ 5,604,462	\$ 5,256,696	\$ 347,766	6.6
Slot machine win	\$ 424,152	\$ 421,190	\$ 2,962	0.7
Slot machine win per unit per day	\$ 440	\$ 452	\$ (12)	(2.7)
Poker rake	\$ 21,750	\$ 21,505	\$ 245	1.1

NM - Not meaningful.

### Non-casino revenues

The table below sets forth our room revenues and associated key operating measures:

	Year Ended December 31,		Increase/ (Decrease)	Percent Change
	2024	2023		
<b>Macau Operations:</b>				
Wynn Palace:				
Total room revenues (dollars in thousands)	\$ 202,936	\$ 201,783	\$ 1,153	0.6
Occupancy	98.6 %	94.9 %	3.7	
ADR	\$ 310	\$ 323	\$ (13)	(4.0)
REVPAR	\$ 306	\$ 306	\$ —	—
Wynn Macau:				
Total room revenues (dollars in thousands)	\$ 100,631	\$ 109,308	\$ (8,677)	(7.9)
Occupancy	99.3 %	96.5 %	2.8	
ADR	\$ 248	\$ 281	\$ (33)	(11.7)
REVPAR	\$ 246	\$ 271	\$ (25)	(9.2)
<b>Las Vegas Operations:</b>				
Total room revenues (dollars in thousands)	\$ 845,660	\$ 784,385	\$ 61,275	7.8
Occupancy	89.0 %	89.6 %	(0.6)	
ADR	\$ 555	\$ 513	\$ 42	8.2
REVPAR	\$ 494	\$ 459	\$ 35	7.6
<b>Encore Boston Harbor:</b>				
Total room revenues (dollars in thousands)	\$ 92,831	\$ 90,195	\$ 2,636	2.9
Occupancy	93.6 %	93.0 %	0.6	
ADR	\$ 412	\$ 398	\$ 14	3.5
REVPAR	\$ 385	\$ 370	\$ 15	4.1

Room revenues increased \$56.4 million, primarily due to higher ADR at our Las Vegas Operations.

Food and beverage revenues increased \$40.5 million, primarily due to increased restaurant covers and average check amounts at our Las Vegas Operations and our Macau Operations.

Entertainment, retail and other revenues decreased \$43.8 million, primarily due to a decrease in operating revenues at Wynn Interactive as a result of our decision to close Wynn Interactive's digital sports betting and casino gaming business.

## Operating expenses

The table below presents operating expenses (dollars in thousands):

	Year Ended December 31,		Increase/ (Decrease)	Percent Change
	2024	2023		
<b>Operating expenses:</b>				
Casino	\$ 2,586,960	\$ 2,238,671	\$ 348,289	15.6
Rooms	330,359	307,132	23,227	7.6
Food and beverage	859,426	822,323	37,103	4.5
Entertainment, retail and other	249,679	340,437	(90,758)	(26.7)
General and administrative	1,080,475	1,065,022	15,453	1.5
Provision for credit losses	4,986	(3,964)	8,950	NM
Pre-opening	9,355	9,468	(113)	(1.2)
Depreciation and amortization	658,895	687,270	(28,375)	(4.1)
Impairment of goodwill and intangible assets	—	94,490	(94,490)	(100.0)
Property charges and other	215,095	130,877	84,218	64.3
<b>Total operating expenses</b>	<b>\$ 5,995,230</b>	<b>\$ 5,691,726</b>	<b>\$ 303,504</b>	<b>5.3</b>

NM - Not meaningful.

The increase in total operating expenses was primarily due to increased operating costs associated with higher business volumes at our properties, partially offset by decreased operating expenses related to Wynn Interactive following the closure of Wynn Interactive's digital sports betting and casino gaming business.

Casino expenses increased \$194.4 million and \$133.4 million at Wynn Palace and Wynn Macau, respectively. These increases resulted from higher operating costs, including increases of \$166.5 million and \$114.7 million in incremental gaming tax expense at Wynn Palace and Wynn Macau, respectively, driven by the increase in casino revenues.

Room expenses increased \$18.2 million at our Las Vegas Operations as a result of higher payroll and other operating costs.

Food and beverage expenses increased \$19.2 million and \$16.2 million at our Las Vegas Operations and our Macau Operations, respectively, as a result of higher payroll and other operating costs.

Entertainment, retail and other expenses decreased \$112.6 million at Corporate and other as a result of decreased operating costs related to Wynn Interactive. This decrease was partially offset by an increase of \$26.7 million at our Las Vegas Operations primarily due to increased costs from entertainment venue related revenue.

Depreciation and amortization decreased \$33.7 million at Encore Boston Harbor as result of certain furniture, fixtures and equipment assets being fully depreciated five years after the opening of the property in June of 2019.

During the year ended December 31, 2023, the Company recognized impairment of goodwill and other finite-lived intangible assets of \$72.1 million and \$22.4 million, respectively, as a result of our decision to close Wynn Interactive's digital sports betting and casino gaming business.

Property charges and other expenses for the year ended December 31, 2024 consisted primarily of \$130.0 million of forfeitures pursuant to a non-prosecution agreement and the Company's \$9.4 million contribution towards a legal settlement, both of which are described in Item 8—"Financial Statements and Supplementary Data," Note 18, "Commitments and Contingencies." Property charges and other expenses for the year ended December 31, 2024 also included \$20.7 million of asset abandonments at our Macau Operations, \$61.5 million of expensed project costs related to a discontinued development project at Corporate and other, \$16.9 million of contract termination and other costs related to Wynn Interactive and a gain of \$24.6 million related to the sale of certain Wynn Interactive assets.

Property charges and other expenses for the year ended December 31, 2023 consisted primarily of contract termination and other expenses of \$94.6 million, as a result of our decision to close Wynn Interactive's digital sports betting and casino gaming business. Property charges and other expenses for the year ended December 31, 2023 also included other contract terminations of \$8.7 million at Wynn Macau and asset abandonments of \$12.7 million and \$8.0 million at Wynn Palace and our Las Vegas Operations, respectively.

#### *Other non-operating income and expenses*

Interest expense, net of capitalized interest, decreased \$63.1 million primarily due to a decrease in the weighted average debt balance, from \$12.38 billion for the year ended December 31, 2023, to \$11.45 billion for the year ended December 31, 2024. In addition, we capitalized interest of \$23.0 million and \$5.8 million in the years ended December 31, 2024 and 2023, respectively.

We recorded interest income of \$130.3 million and \$175.8 million for the years ended December 31, 2024 and 2023, respectively, primarily related to interest earned on cash and cash equivalents held at financial institutions.

We incurred a foreign currency remeasurement gain of \$29.2 million and a loss of \$11.5 million for the years ended December 31, 2024 and 2023, respectively. 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 drove the variability between periods.

We recorded a gain of \$42.5 million and \$45.1 million for the years ended December 31, 2024 and 2023, respectively, primarily related to the change in derivative fair value of the conversion feature of the WML Convertible Bonds.

We recorded a \$2.9 million loss on debt financing transactions for the year ended December 31, 2024, primarily related to the issuance of the 2031 Add-On WRF Senior Notes, 2033 WRF Senior Notes, and the repurchase of the 2025 WLV Senior Notes. We recorded a \$12.7 million loss on debt financing transactions for the year ended December 31, 2023, primarily related to the issuance of the 2031 WRF Senior Notes and the repurchase of the tendered 2025 WRF Senior Notes.

#### *Income Taxes*

For the years ended December 31, 2024 and 2023, we recorded an income tax expense of \$3.7 million and a benefit of \$496.8 million, respectively. The 2024 income tax expense primarily relates to U.S. profitability as well as an increase in non-deductible expenses offset by the release of valuation allowance on certain deferred tax assets. The 2023 income tax benefit primarily relates to the release of valuation allowance on certain deferred tax assets.

In 2024, Wynn Macau SA received an exemption from Macau's 12% Complementary Tax on casino gaming profits from January 1, 2023 through December 31, 2027. Our non-gaming profits remain subject to the Macau Complementary Tax and casino winnings remain subject to the Macau special gaming tax and other levies in accordance with our concession agreement.

#### *Net income attributable to noncontrolling interests*

Net income attributable to noncontrolling interests was \$138.6 million and \$52.2 million for the years ended December 31, 2024 and 2023, respectively. These amounts are primarily related to the noncontrolling interests' share of net income from WML.

#### *Segment Information*

As further described in Item 8—"Financial Statements and Supplementary Data," Note 20, "Segment Information," we use Adjusted Property EBITDAR to manage the operating results of our segments. Adjusted Property EBITDAR is net income (loss) before interest, income taxes, depreciation and amortization, pre-opening expenses, impairment of goodwill and intangible assets, property charges and other expenses, triple-net operating lease rent expense related to Encore Boston Harbor, management and license fees, corporate expenses and other expenses (including intercompany golf course, meeting and convention, and water rights leases), stock-based compensation, change in derivatives fair value, loss on debt financing transactions, and other non-operating income and expenses. Adjusted Property EBITDAR 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 EBITDAR 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 EBITDAR because it is used by some investors to measure a company's ability to incur and service debt, make capital expenditures and meet working capital requirements. Gaming companies have historically reported EBITDAR 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 EBITDAR 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 EBITDAR 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 EBITDAR 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, triple-net operating lease rent expense related to Encore Boston Harbor, interest payments, debt principal repayments, income taxes and other non-recurring charges, which are not reflected in Adjusted Property EBITDAR. Also, our calculation of Adjusted Property EBITDAR may be different from the calculation methods used by other companies and, therefore, comparability may be limited.

The following table summarizes Adjusted Property EBITDAR (in thousands) for Wynn Palace, Wynn Macau, Las Vegas Operations, Encore Boston Harbor, and Corporate and other as reviewed by management and summarized in Item 8—"Financial Statements and Supplementary Data," Note 20, "Segment Information." That footnote also presents a reconciliation of Adjusted Property EBITDAR to net income (loss) attributable to Wynn Resorts, Limited.

	Year Ended December 31,		Increase/ (Decrease)
	2024	2023	
Wynn Palace	\$ 733,710	\$ 615,846	\$ 117,864
Wynn Macau	441,852	338,091	103,761
Las Vegas Operations	946,762	946,243	519
Encore Boston Harbor	247,128	257,409	(10,281)
Corporate and other	(4,535)	(42,646)	38,111

Adjusted Property EBITDAR at Wynn Palace and Wynn Macau increased \$117.9 million and \$103.8 million, respectively, for the year ended December 31, 2024, primarily due to an increase in operating revenues of \$330.8 million and \$251.1 million, respectively, partially offset by an increase in operating expenses.

Adjusted Property EBITDAR at our Las Vegas Operations remained relatively consistent in the years ended December 31, 2024 and 2023.

Adjusted Property EBITDAR at Encore Boston Harbor decreased \$10.3 million for the year ended December 31, 2024, primarily due to a decrease in operating revenues of \$8.6 million.

Adjusted Property EBITDAR at Corporate and other increased \$38.1 million for the year ended December 31, 2024, primarily due to a decrease in marketing and promotional expenses related to Wynn Interactive following our decision, announced in August 2023, to close Wynn Interactive's digital sports betting and casino gaming business.

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

## Liquidity and Capital Resources

Our cash flows were as follows (in thousands):

<i>Cash Flows - Summary</i>	Year Ended December 31,	
	2024	2023
<b>Cash flows from operating activities</b>	<b>\$ 1,426,203</b>	<b>\$ 1,247,879</b>
<b>Cash flows from investing activities:</b>		
Capital expenditures, net of construction payables and retention	(419,929)	(442,793)
Investment in unconsolidated affiliates	(563,418)	(53,631)
Purchase of investments	—	(836,519)
Proceeds from maturity of investments	850,000	—
Purchase of intangible and other assets	(2,615)	(10,752)
Proceeds from sale of assets and other	52,404	1,162
<b>Net cash used in investing activities</b>	<b>(83,558)</b>	<b>(1,342,533)</b>
<b>Cash flows from financing activities:</b>		
Proceeds from issuance of long-term debt	1,883,794	1,200,000
Repayments of long-term debt	(3,059,832)	(1,533,124)
Repurchase of common stock	(401,802)	(212,455)
Proceeds from exercise of stock options	1,017	1,965
Distribution to noncontrolling interest	(16,988)	(22,579)
Dividends paid	(139,564)	(84,733)
Finance lease payments	(19,219)	(19,267)
Payments for financing costs	(36,714)	(41,240)
Other	(4,486)	(7,773)
<b>Net cash used in financing activities</b>	<b>(1,793,794)</b>	<b>(719,206)</b>
<b>Effect of exchange rate on cash, cash equivalents and restricted cash</b>	<b>3,530</b>	<b>282</b>
<b>Decrease in cash, cash equivalents and restricted cash</b>	<b>\$ (447,619)</b>	<b>\$ (813,578)</b>

### *Operating Activities*

Our operating cash flows primarily consist of operating income (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 is a mix of cash play 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 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 revenue is conducted on a cash and credit basis. Accordingly, operating cash flows will be impacted by changes in operating income and accounts receivable, net.

During the year ended December 31, 2024, the increase in cash flows from operating activities was primarily due to increased revenues from our Macau Operations and our Las Vegas Operations, which was partially offset by an increase in operating expenses associated with higher business volumes.

During the year ended December 31, 2023, the increase in cash flows from operating activities was primarily due to increased revenues from our Macau Operations and our Las Vegas Operations, which was partially offset by an increase in operating expenses associated with higher business volumes.

### Investing Activities

Our investing activities primarily consist of project capital expenditures and maintenance capital expenditures associated with maintaining and continually refining our world-class integrated resort properties.

During the year ended December 31, 2024, we incurred capital expenditures of \$159.8 million at our Las Vegas Operations, \$107.5 million at Wynn Palace, \$57.7 million at Wynn Macau, and \$32.7 million at Encore Boston Harbor, primarily related to enhancements at our properties and maintenance capital expenditures, and \$62.4 million at Corporate and other, primarily related to future development projects. In addition, during the year ended December 31, 2024, we invested \$557.3 million, including \$541.7 million of cash contributions, in the joint venture that is constructing Wynn Al Marjan Island, and received proceeds of \$850.0 million upon the maturity of investments.

During the year ended December 31, 2023, we incurred capital expenditures of \$187.2 million at our Las Vegas Operations, \$70.6 million at Encore Boston Harbor, \$66.3 million at Wynn Palace, and \$25.6 million at Wynn Macau, primarily related to enhancements at our properties and maintenance capital expenditures, and \$93.2 million at Corporate and other primarily related to future development projects. In addition, during the year ended December 31, 2023, we purchased \$836.5 million in investments, comprised of debt securities and fixed deposits maturing in less than one year.

### Financing Activities

The below table presents proceeds from the issuance, repayments, and repurchases of the specified debt instruments during the year ended December 31, 2024 (in thousands):

	Proceeds from issuance	Repayments and repurchases
WRF 6 1/4% Senior Notes, due 2033	\$ 800,000	\$ —
WRF 7 1/8% Senior Notes, due 2031	412,000	—
WML 4 7/8% Senior Notes, due 2024	—	600,000
WM Cayman II Revolver, due 2028	—	351,787
WLV 5 1/2% Senior Notes, due 2025	—	1,380,001
WRF Term Loan, due 2024	—	73,683
WRF Term Loan, due 2027	71,794	39,361
Retail Term Loan, due 2025	—	600,000
Retail Term Loan, due 2027	600,000	15,000
<b>Total</b>	<b>\$ 1,883,794</b>	<b>\$ 3,059,832</b>

In addition, during the year ended December 31, 2024, we repurchased 4,500,888 shares of our common stock for an aggregate cost of \$401.8 million, including 4,349,779 shares of our common stock repurchased pursuant to our publicly announced equity repurchase program for an aggregate cost of \$386.0 million. We also made dividend payments of \$139.6 million, paid \$36.7 million for financing costs related to the debt financing activities above and used cash of \$17.0 million for distributions to the noncontrolling interest holder of the Retail Joint Venture.

The below table presents proceeds from the issuance, repayments, and repurchases of the specified debt instruments during the year ended December 31, 2023 (in thousands):

	Proceeds from issuance	Repayments and repurchases
WRF 7 1/8% Senior Notes, due 2031	\$ 600,000	\$ —
WML 4 1/2% Convertible Bonds, due 2029	600,000	—
WRF 7 3/4% Senior Notes, due 2025	—	600,000
WLV 4 1/4% Senior Notes, due 2023	—	500,000
WLV 5 1/2% Senior Notes, due 2025	—	399,999
WRF Term Loan, due 2024	—	14,390
WRF Term Loan, due 2027	—	18,735
<b>Total</b>	<b>\$ 1,200,000</b>	<b>\$ 1,533,124</b>

In addition, during the year ended December 31, 2023, we repurchased 2,374,925 shares of our common stock for an aggregate cost of \$212.5 million, including 2,206,573 shares of our common stock repurchased pursuant to our publicly announced equity repurchase program for an aggregate cost of \$195.5 million. We also made dividend payments of \$84.7 million, paid \$41.2 million for financing costs related to the debt financing activities above and used cash of \$22.6 million for distributions to the noncontrolling interest holder of the Retail Joint Venture.

### Capital Resources

The following table summarizes our unrestricted cash and cash equivalents and available revolver borrowing capacity, presented by significant financing entity as of December 31, 2024 (in thousands):

	Total Cash and Cash Equivalents	Revolver Borrowing Capacity
Wynn Macau, Limited and subsidiaries	\$ 1,459,860	\$ 353,847
Wynn Resorts Finance, LLC <sup>(1)</sup>	437,870	735,306
Wynn Resorts, Limited and other	528,425	—
<b>Total</b>	<b>\$ 2,426,155</b>	<b>\$ 1,089,153</b>

(1) Excluding Wynn Macau, Limited and subsidiaries.

*Wynn Macau, Limited and subsidiaries.* WML generates cash from our Macau Operations and may utilize proceeds from the WM Cayman II Revolver as needed. We expect to use this cash to service our WML Senior Notes, WM Cayman II Revolver, and WML Convertible Bonds, to pay dividends to shareholders of WML (of which we own approximately 72%), and to fund working capital and capital expenditure requirements at WML and our Macau Operations.

We expect to make estimated project capital expenditures of between \$250 million and \$300 million during 2025 and between \$450 million and \$500 million during 2026 related to enhancements at our Macau Operations. We expect to make maintenance capital expenditures at our Macau Operations of between \$70 million and \$80 million during 2025.

WML is a holding company and, as a result, its ability to pay dividends to WRF is dependent on WML receiving distributions from its subsidiaries. WML, as guarantor under the WM Cayman II Revolver facility agreement, may be subject to certain restrictions on payments of dividends or distributions to its shareholders, unless certain financial criteria have been satisfied. The WM Cayman II Revolver facility agreement contains representations, warranties, covenants and events of default customary for similar financings, including, but not limited to, restrictions on indebtedness to be incurred by WM Cayman II or its subsidiaries.

In May 2024, the WML Board of Directors announced an amendment to WML's dividend policy, pursuant to which the WML Board of Directors will meet semiannually to consider the declaration of dividends, and may also meet at any time during the year as the WML Board of Directors deems fit to consider the declaration of special dividends. On June 19, 2024, WML paid a cash dividend of HK\$0.075 per share for a total U.S. dollar equivalent of approximately \$50.4 million in respect of the year ended December 31, 2023. Our share of this dividend was \$36.0 million. On September 12, 2024, WML paid a cash dividend of HK\$0.075 per share for a total U.S. dollar equivalent of approximately \$50.5 million in respect of the six months ended June 30, 2024. Our share of this dividend was \$36.1 million.

In September 2024, WM Cayman II and WML entered into an amendment agreement to its existing facility agreement to extend the maturity date of the outstanding loans under the existing facility agreement from September 2025 to September 2028.

In October 2024, we repaid the \$600.0 million aggregate principal amount of WML's 4 7/8% Senior Notes due 2024 on their stated maturity date.

If our portion of cash available for repatriation was repatriated on December 31, 2024, it would be subject to minimal U.S. taxes.

*Wynn Resorts Finance, LLC and subsidiaries.* Wynn Resorts Finance, LLC ("WRF" or "Wynn Resorts Finance") generates cash from distributions from its subsidiaries, which include our Macau Operations, Wynn Las Vegas, and Encore Boston Harbor, and capital contributions from Wynn Resorts, as required. In addition, WRF may utilize its available revolving borrowing capacity as needed. We expect to use this cash to service our WRF Credit Facilities, the WRF Senior Notes, and the Wynn Las Vegas Senior Notes, and to fund working capital and capital expenditure requirements as needed.

We expect to make estimated project capital expenditures of between \$375 million and \$400 million during 2025 and between \$200 million and \$225 million during 2026 related to enhancements at our Las Vegas Operations. We expect to make total maintenance capital expenditures at our Las Vegas Operations and Encore Boston Harbor of between \$90 million and \$115 million, on a combined basis, during 2025.

WRF is a holding company and, as a result, its ability to pay dividends to Wynn Resorts is dependent on WRF receiving distributions from its subsidiaries. The WRF Credit Agreement contains customary negative and financial covenants, including, but not limited to, covenants that restrict WRF's ability to pay dividends or distributions and incur additional indebtedness.

In February 2024, WRF issued an additional \$400.0 million aggregate principal amount of 7 1/8% Senior Notes due 2031 (the "2031 WRF Add-On Senior Notes") in a private offering. The 2031 WRF Add-On Senior Notes were issued at a price equal to 103.0% of the principal amount, for net proceeds of approximately \$409.5 million.

In February and March 2024, we repurchased \$800.0 million aggregate principal amount of our 5 1/2% Senior Notes due 2025 (the "2025 WLV Senior Notes"), which consisted of i) \$681.0 million aggregate principal amount of validly tendered notes repurchased at a price equal to 97.2% of the principal amount, plus accrued interest and an early tender premium of \$20.3 million, and ii) \$119.0 million aggregate principal amount of notes repurchased on a pro-rata basis at a price equal to 100% of the principal amount plus accrued interest under the terms of its indenture. Included in the \$119.0 million repurchase was \$3.3 million aggregate principal amount of 2025 WLV Senior Notes held by Wynn Resorts. We used the net proceeds from the 2031 WRF Add-On Senior Notes and cash held by WRF to purchase such validly tendered 2025 WLV Senior Notes and to pay the early tender premium and related fees and expenses.

In September 2024, WRF and certain of its subsidiaries entered into an amendment (the "WRF Credit Agreement Amendment") to its existing credit agreement (the "WRF Credit Agreement"). The WRF Credit Agreement Amendment amends the WRF Credit Agreement to (i) extend the stated maturity date for lenders electing to extend their revolving commitments in an amount equal to approximately \$68.7 million from September 20, 2024 to September 20, 2027, and (ii) extend the stated maturity date for lenders electing to extend their term loan commitments in an amount equal to approximately \$71.8 million from September 20, 2024 to September 20, 2027.

Also in September 2024, WRF issued \$800 million aggregate principal amount of 6 1/4% Senior Notes due 2033 (the "2033 WRF Senior Notes") in a private offering exempt from the registration requirements of the Securities Act, as amended. The 2033 WRF Senior Notes were issued at par, for net proceeds of \$795.0 million. A portion of the proceeds from the offering of the 2033 WRF Senior Notes was used in October 2024 to repurchase the remaining outstanding \$600.0 million aggregate principal amount of WLV 5.500% Senior Notes due 2025 at a price equal to 100.0% of the principal amount, plus accrued interest. Included in the \$600.0 million repurchase was \$16.7 million aggregate principal amount of 2025 WLV Senior Notes held by Wynn Resorts.

*Wynn Resorts, Limited and other subsidiaries.* Wynn Resorts, Limited is a holding company and, as a result, our ability to pay dividends is dependent on our ability to obtain funds and our subsidiaries' ability to provide funds to us. Wynn Resorts, Limited and other primarily generates cash from royalty (including intellectual property license) and management agreements with our resorts, dividends and distributions from our subsidiaries, and the operations of the Retail Joint Venture of which we own 50.1%. Fees payable by Wynn Macau SA to Wynn Resorts, Limited under its intellectual property license agreement are capped at \$150.0 million for the year ending December 31, 2025. We expect to use cash held by Wynn Resorts, Limited and other to service our Retail Term Loan, to fund working capital needs of our subsidiaries, pay dividends, make required capital contributions to the entity which owns Wynn Al Marjan Island, and for general corporate purposes.

During the year ended December 31, 2024, the Company determined not to proceed with its planned phased development project adjacent to Encore Boston Harbor, and expensed \$61.5 million of costs, including \$4.7 million of internally allocated overhead, that had been previously capitalized.

During the year ended December 31, 2024, the Company contributed \$541.7 million of cash into Island 3, bringing our life-to-date cash contributions to \$631.7 million. The cash contributed during the year was used primarily to fund our pro rata portion of the purchase of approximately 155 acres of land underlying the Wynn Al Marjan Island development site, including the remaining 70 acres of land on Island 3 for potential future development (the "Marjan Land Bank"). We estimate our remaining 40% pro-rata share of the required equity for the construction of Wynn Al Marjan Island is between \$700 million and \$775 million inclusive of capitalized interest, fees, and certain improvements on the Island. Wynn Al Marjan Island is currently expected to open in 2027.

The Company paid a cash dividend of \$0.25 per share in each of the quarters ended March 31, 2024, June 30, 2024, September 30, 2024, and December 31, 2024 and recorded an aggregate amount of \$111.1 million against accumulated deficit in the year ended December 31, 2024.

On February 13, 2025, the Company's Board of Directors declared a cash dividend of \$0.25 per share on its common stock, payable on March 5, 2025 to stockholders of record as of February 24, 2025.

In October 2024, we amended the retail term loan agreement to, among other things, extend the scheduled maturity date to July 2027 and provide for an interest rate adjustment. We also made a principal repayment of the term loan in the amount of \$15.0 million.

#### *Other Factors Affecting Liquidity*

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 8—"Financial Statements and Supplementary Data," Note 18, "Commitments and Contingencies."

In November 2024, the Company's Board of Directors authorized the Company to repurchase a total of up to \$1.0 billion of the Company's outstanding shares of common stock, increasing the previously available repurchase authorization by approximately \$766 million. The equity repurchase program authorizes discretionary repurchases by the Company from time to time through open market purchases, including pursuant to plans designed to comply with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, privately negotiated transactions, accelerated share repurchases, or block trades, subject to market conditions, applicable legal requirements and other factors. The repurchase authorization has no expiration date, and the equity repurchase program may be suspended, discontinued or accelerated at any time. As of December 31, 2024, we had \$813.0 million in repurchase authority remaining 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 shares and/or 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 may

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, Boston or Macau-related entities.

*Off Balance Sheet Arrangements*

In February 2025, Wynn Al Marjan Island FZ-LLC (the "Borrower"), a wholly-owned subsidiary of Island 3, an unconsolidated affiliate, entered into a facility agreement with a syndicate of lenders (the "Al Marjan Facility Agreement") which provides the Borrower with a \$2.4 billion (or equivalent in local currency) delayed draw secured term loan facility to finance the development of Wynn Al Marjan Island (the "Al Marjan Facility"). The Company is not a party to the Al Marjan Facility Agreement, but as a condition precedent to the Al Marjan Facility being made available to the Borrower, the Company and the government of Ras Al Khaimah entered into a completion guarantee agreement in favor of certain secured parties under the Al Marjan Facility Agreement. For additional information, refer to Item 8—"Financial Statements and Supplementary Data," Note 18, "Commitments and Contingencies."

## Contractual Commitments

The following table summarizes our scheduled contractual commitments as of December 31, 2024 (in thousands):

	Payments Due By Period				
	Less Than 1 Year	1 to 3 Years	4 to 5 Years	After 5 Years	Total
Long-term debt obligations	\$ 41,250	\$ 3,951,875	\$ 4,851,874	\$ 1,800,000	\$ 10,644,999
Fixed interest payments	456,325	765,754	491,651	240,573	1,954,303
Estimated variable interest payments <sup>(1)</sup>	156,325	280,405	54,431	—	491,161
Macau gaming premium <sup>(2)</sup>	14,583	29,166	29,166	44,653	117,568
Macau Property Transfer Agreement payments <sup>(3)</sup>	7,073	44,277	44,277	66,415	162,042
Construction contracts and commitments	133,571	11,612	—	—	145,183
Operating leases	141,522	287,189	293,659	3,680,177	4,402,547
Finance leases	23,412	45,255	18,366	60,806	147,839
Employment agreements <sup>(4)</sup>	106,871	102,423	6,092	1,276	216,662
Massachusetts surrounding community payments <sup>(5)</sup>	15,194	31,166	32,248	57,963	136,571
Other <sup>(6)</sup>	179,838	65,469	32,242	20,909	298,458
<b>Total contractual commitments</b>	<b>\$ 1,275,964</b>	<b>\$ 5,614,591</b>	<b>\$ 5,854,006</b>	<b>\$ 5,972,772</b>	<b>\$ 18,717,333</b>

- (1) Amounts for all periods represent our estimated future interest payments on our debt facilities based upon amounts outstanding and SOFR or HIBOR rates as of December 31, 2024. Actual rates will vary.
- (2) Represents the fixed and minimum variable gaming premium amounts payable under the Gaming Concession Contract, based on the number and type of gaming tables and machines we operate.
- (3) Represents amounts payable under the Property Transfer Agreements (as defined in Item 8—"Financial Statements and Supplementary Data," Note 5, "Property and Equipment, net").
- (4) Represents payments to executive officers, other members of management and certain key employees. Employment agreements generally have three to five year terms and typically indicate a base salary and often contain provisions for discretionary bonuses. Certain of the executives are also entitled to a separation payment if terminated without "cause" or upon voluntary termination of employment for "good reason" following a "change of control" (as these terms are defined in the employment contracts).
- (5) Represents payments to certain communities surrounding Encore Boston Harbor, required as a condition of the gaming license awarded to Wynn MA, LLC.
- (6) Other includes open purchase orders, future charitable contributions, performance contracts and other contracts. As further discussed in Item 8—"Financial Statements and Supplementary Data," Note 14, "Income Taxes," we had \$131.0 million of unrecognized tax benefits as of December 31, 2024. Due to the inherent uncertainty of the underlying tax positions, it is not practicable to assign the related potential tax obligations to any particular year and therefore it is not included in the table above as of December 31, 2024.

### Gaming Concession Contract

In December 2022, Wynn Macau SA entered into a definitive gaming concession contract (the "Gaming Concession Contract") with the government of Macau, pursuant to which Wynn Macau SA was granted a 10-year gaming concession commencing on January 1, 2023 and expiring on December 31, 2032, to operate games of chance at Wynn Palace and Wynn Macau.

In addition to the Macau gaming premium and Property Transfer Agreements payment commitments included in the table above, Wynn Macau SA committed to make certain non-gaming and gaming investments in the amount of MOP21.03 billion (approximately \$2.63 billion) over the course of the ten-year term of the Gaming Concession Contract. MOP19.80 billion (approximately \$2.48 billion) of the committed investment will be used for non-gaming capital projects and event programming in connection with, among others, attraction of foreign tourists, conventions and exhibitions, entertainment performances, sports events, culture and art, health and wellness, themed amusement, gastronomy, community tourism and maritime tourism.

Additionally, Wynn Macau SA committed to make the following payments throughout the term of the Gaming Concession Contract:

- (i) Special gaming premium - Wynn Macau SA is obligated to pay a special annual gaming premium if the average of the gross gaming revenues of the Company's gaming tables and gaming machines is lower than a certain minimum amount determined by the Macau government. A minimum average annual gross gaming revenue of MOP7.0 million (approximately

\$0.9 million) per gaming table and MOP300,000 (approximately \$38 thousand) per gaming machine has been set by Macau government. If Wynn Macau SA fails to reach such minimum gross gaming revenue, Wynn Macau SA will be required to pay a special premium equal to the difference between the special gaming tax calculated based on the actual gross gaming revenue and that of such minimum gross gaming revenue. No special gaming premium was paid for the year ended December 31, 2024 and 2023;

(ii) Special levies, totaling 5% of gross gaming revenues. The Macau government may reduce the special levies payable by Wynn Macau SA (1) based on Wynn Macau SA's contribution to the attraction of tourists who enter Macau for tourism and business purposes and hold travel documents issued by countries or regions other than the People's Republic of China; (2) if Wynn Macau SA's operations are adversely affected by abnormal, unpredictable or force majeure circumstances associated with the prevailing economic conditions of Macau; or (3) factors as determined by the Chief Executive of Macau; and

(iii) Special gaming tax assessed at the rate of 35% of gross gaming revenues.

See Item 8—"Financial Statements and Supplementary Data," Note 18, "Commitments and Contingencies," for additional information regarding the amounts owed under the Gaming Concession Contract and Macau Gaming Law.

#### *Wynn Al Marjan Island Funding Commitment*

We estimate our remaining 40% pro-rata share of the required equity for the construction of Wynn Al Marjan Island integrated resort is between \$700 million and \$775 million inclusive of capitalized interest, fees, and certain improvements on the Island. Wynn Al Marjan Island is currently expected to open in 2027.

## Critical Accounting Policies and Estimates

The preparation of our consolidated financial statements in conformity with GAAP involves the use of estimates and assumptions that affect the amounts reported in the consolidated financial statements. Certain of our accounting policies require management to apply significant judgment in defining the appropriate assumptions integral to financial estimates and on an ongoing basis, management evaluates those estimates. Judgments are based on historical experience, terms of existing contracts, industry trends and information available from outside sources, as appropriate. However, by their nature, judgments are subject to an inherent degree of uncertainty, and therefore actual results could differ from our estimates.

### *Income Taxes*

We are subject to income taxes in the United States and other foreign jurisdictions where we operate. Accounting standards require the recognition of deferred tax assets, net of applicable reserves, and liabilities for the estimated future tax consequences attributable to differences between financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. The effect of a change in tax rates on the income tax provision and deferred tax assets and liabilities generally is recognized in the results of operations in the period that includes the enactment date. Accounting standards require recognition of a future tax benefit to the extent that realization of such benefit is more likely than not. Otherwise, a valuation allowance is applied.

As of December 31, 2024, we had deferred tax assets of \$1.50 billion, including a foreign tax credit ("FTC") carryforward of \$533.5 million and deferred tax assets related to interest expense carryforwards of \$157.6 million and net operating loss carryforwards of \$201.7 million. In assessing the need for a valuation allowance, the Company considers whether it is more likely than not that the deferred tax assets will be realized. In this assessment, appropriate consideration was given to all positive and negative evidence including recent operating profitability, forecasts of future earnings, ability to carryback, the reversal of net taxable temporary differences, the duration of statutory carryforward periods, and tax planning strategies. The need for valuation allowances against deferred tax assets will be reassessed on a continuous basis in future periods and, as a result, the allowance may increase or decrease based on changes in facts and circumstances.

In 2024, we recorded a \$735.9 million net decrease to valuation allowances, including a \$693.3 million decrease to valuation allowance on FTC carryforwards. Of the \$693.3 million net decrease, \$614.9 million relates to expirations of FTCs in 2024 and the remaining \$78.4 million represents FTCs more likely than not to be realized based on changes in future taxable income and tax planning strategies.

In 2023, we considered both the achievement of sustained profitability and cumulative income as well as forecasted income and tax planning strategies to be significant forms of positive evidence. We determined that the positive evidence outweighed the negative evidence and supported a release of a portion of the valuation allowance. Therefore, we recorded a \$1.10 billion net decrease to valuation allowances, including a \$971.7 million decrease to the valuation allowance on FTC carryforwards. Of the \$971.7 million decrease, \$97.5 million related to utilization and \$572.6 million related to expirations of FTCs in 2023. The remaining \$301.6 million represented FTCs more likely than not to be realized based on future taxable income and tax planning strategies. We also recorded a \$158.0 million decrease in valuation allowance on disallowed interest expense carryforward.

Our income tax returns are subject to examination by the IRS and other tax authorities in the locations where we operate. We assess potentially unfavorable outcomes of such examinations based on accounting standards for uncertain income taxes. The accounting standards prescribe a minimum recognition threshold that a tax position is required to meet before being recognized in the financial statements.

Uncertain tax position accounting standards apply to all tax positions related to income taxes. These accounting standards utilize a two-step approach for evaluating tax positions. The tax benefit is measured as the largest amount of benefit that is more likely than not to be realized upon settlement.

As applicable, we recognize accrued penalties and interest related to unrecognized tax benefits in the provision for income taxes.

Recommendations made by the Organization for Economic Cooperation and Development's Base Erosion and Profit Shifting 2.0 ("BEPS 2.0") project have the potential to lead to changes in the tax laws in numerous countries, including the implementation of a global minimum tax. Several countries around the world have enacted or proposed changes to their existing tax laws based on these recommendations. We are monitoring the potential changes in tax laws resulting from the Organization for Economic Cooperation and Development's multi-jurisdictional plan of action to address base erosion and profit shifting, which could impact our effective tax rate.

#### *WML Convertible Bond Conversion Option Derivative*

In March 2023, WML completed the offering of the WML Convertible Bonds. The Company determined that the conversion feature contained within the WML Convertible Bonds is not indexed to WML's equity and, as such, is required to be bifurcated from the debt host contract and accounted for as a free-standing derivative (the "WML Convertible Bonds Conversion Option Derivative"). In accordance with applicable accounting standards, the WML Convertible Bond Conversion Option Derivative is reported at fair value as of the end of each reporting period, with changes recognized in the statements of operations.

The Company used a binomial lattice model in order to estimate the fair value of the embedded derivative in the WML Convertible Bonds. Inherent in a binomial options pricing model are unobservable (Level 3) inputs and assumptions related to expected share-price volatility, risk-free interest rate, expected term, and dividend yield. The Company estimates the volatility of shares of WML common stock based on historical volatility that matches the expected remaining term to maturity of the WML Convertible Bonds. The risk-free interest rate is based on the Hong Kong and United States benchmark yield curves on the valuation date for a maturity similar to the expected remaining term of the WML Convertible Bonds. The expected life of the WML Convertible Bonds is assumed to be equivalent to their remaining term to maturity. Dividend yield is assumed to be zero due to a dividend protection feature in the WML Convertible Bond agreement. The output of the lattice model can be highly sensitive to fluctuations in its inputs.

#### *Allowance for Credit Losses*

A substantial portion of our outstanding receivables relates to casino credit play. Credit play, through the issuance of markers, represents a significant portion of the table games volume. Our goal is to maintain strict controls over the issuance of credit and aggressively pursue collection from those customers who fail to pay their balances in a timely fashion. These collection efforts may include the mailing of statements and delinquency notices, personal contacts, the use of outside collection agencies, and litigation. Markers issued at our Las Vegas Operations and Encore Boston Harbor are generally legally enforceable instruments in the United States, and United States assets of foreign customers may be used to satisfy judgments entered in the United States.

The enforceability of markers and other forms of credit related to gaming debt outside of the United States varies from country to country. Some foreign countries do not recognize the enforceability of gaming related debt, or make enforcement burdensome. We closely consider the likelihood and difficulty of enforceability, among other factors, when issuing credit to customers who are not residents of the United States. In addition to our internal credit and collection departments, we have a network of legal, accounting and collection professionals to assist us in our determinations regarding enforceability and our overall collection efforts.

We regularly evaluate our reserve for credit losses based on a specific review of customer accounts and outstanding gaming promoter accounts, taking into consideration the amount owed, the age of the account, the customer's financial condition, management's experience with historical and current collection trends, current economic and business conditions, and management's expectations of future economic and business conditions and forecasts. Accounts are written off when management deems them to be uncollectible. Recoveries of accounts previously written off are recorded when received.

The following table presents key statistics related to our casino accounts receivable (dollars in thousands):

	December 31,	
	2024	2023
Casino accounts receivable	\$ 236,642	\$ 218,694
Allowance for casino credit losses	\$ 34,676	\$ 34,739
Allowance as a percentage of casino accounts receivable	14.7 %	15.9 %

The decrease in allowance for casino credit losses as shown in the table above is primarily due to the impact of historical collection patterns and expectations of current and future collection trends, as well as the specific review of customer accounts. Although the Company believes that its allowance is adequate, it is possible the estimated amounts of cash collections with respect to receivables could change. Our allowance for credit losses is based on our estimates of amounts collectible and depends on the risk assessments and judgments by management regarding realizability, the current and expected future state of the economy and our credit policy. Our reserve methodology is applied similarly to credit extended at each of our resorts. As of December 31, 2024 and 2023, 40.3% and 41.8%, respectively, of our outstanding casino accounts receivable balance originated at our Macau Operations.

As of December 31, 2024, a 100 basis point change in the allowance for credit losses as a percentage of casino accounts receivable would change the provision for credit losses by approximately \$2.4 million.

As our customer payment experience evolves, we will continue to refine our estimated allowance for credit losses. Accordingly, the associated provision for credit losses may fluctuate. Because individual customer account balances can be significant, the reserve and the provision can change significantly between periods as we become aware of additional information about a customer or changes occur in a region's economy or legal system.

#### *Impairment of Long-lived Assets, Intangible assets, and Goodwill*

We evaluate our property and equipment and other long-lived assets for impairment in accordance with applicable accounting standards. For assets to be disposed of we recognize the asset at the lower of carrying value or fair market value less costs of disposal, as estimated based on comparable asset sales, solicited offers, or a discounted cash flow model. For assets to be held and used, we review for impairment whenever indicators of impairment exist. In reviewing for impairment, we compare the estimated future cash flows of the asset, on an undiscounted basis, to the carrying value of the asset. If the undiscounted cash flows exceed the carrying value, no impairment is indicated. If the undiscounted cash flows do not exceed the carrying value, an impairment is recorded based on the fair value of the asset, typically measured using a discounted cash flow model. If an asset is still under development, future cash flows include remaining construction costs. All recognized impairment losses, whether for assets to be disposed of or assets to be held and used, are recorded as operating expenses.

The Company tests goodwill for impairment annually, or more frequently if events or changes in circumstances indicate that this asset may be impaired. The Company's test of goodwill impairment starts with a qualitative assessment to determine whether it is necessary to perform a quantitative goodwill impairment test. If qualitative factors indicate that the fair value of the reporting unit is more likely than not less than its carrying amount, then a quantitative goodwill impairment test is performed. For the quantitative analysis, the Company compares the fair value of its reporting unit to its carrying value. If the estimated fair value exceeds its carrying value, goodwill is considered not to be impaired and no additional steps are necessary. However, if the fair value of the reporting unit is less than its carrying amount, goodwill impairment is recorded equal to the difference between the carrying amount of the reporting unit and its fair value, not to exceed the carrying amount of goodwill. The Company did not recognize any goodwill impairment losses during the year ended December 31, 2024.

During the year ended December 31, 2023, as a result of the Company's decision to cease operating Wynn Interactive's digital sports betting and casino business, the Company identified interim indicators of impairment related to the goodwill assigned to the WynnBET reporting unit. As a result, the Company performed an impairment test as of December 31, 2023, and determined that the carrying value of its goodwill exceeded the estimated fair value of that reporting unit based on a combination of the income and cost approaches, causing the Company to recognize a goodwill impairment loss of \$72.1 million. As of December 31, 2023, the Company had no remaining goodwill recorded related to the acquisition of BetBull Limited ("BetBull"), a subsidiary of Wynn Interactive. The Company also recognized impairment of other finite-lived intangible assets related to Wynn Interactive's closed operations totaling \$22.4 million during the year ended December 31, 2023.

During the year ended December 31, 2022, as a result of changes in forecasts and other industry-specific factors and management's decision to cease the operations of Betbull, the Company recognized impairment of goodwill and other finite-lived intangible assets of \$37.8 million and \$10.3 million, respectively.

#### *Litigation and Contingency Estimates*

We are subject to various claims, legal actions and other contingencies, and we accrue for these matters when they are both probable and estimable. For matters that arose on or prior to the balance sheet date, we estimate any accruals based on the relevant facts and circumstances available through the date of issuance of the financial statements. We include the accruals associated with any contingent matters in other accrued liabilities on the Consolidated Balance Sheets.

#### *Sale-leaseback Transaction*

In December 2022, the Company closed on a sale-leaseback arrangement with respect to certain real estate assets related to Encore Boston Harbor (the "EBH Transaction"). Upon closing of the EBH Transaction, the Company received cash proceeds of approximately \$1.70 billion in exchange for the sale of such real estate assets, recognizing a gain on sale of \$182.0 million, and concurrently entered into a lease agreement with respect to the sold assets for the purpose of continuing to operate the Encore Boston Harbor integrated resort. Upon entering into the lease agreement, the Company recognized an operating lease asset and a corresponding operating lease liability of \$1.51 billion.

Accounting for sale-leaseback transactions requires significant management judgement and estimates, including with respect to the determination of whether the transaction qualifies as a sale as defined within GAAP, operating versus finance lease classification, and inputs into the measurement of lease assets and liabilities.

In determining whether the transaction qualifies as a sale, we are required to assess whether a contract exists and if so, whether control has passed to the counterparty in the contract. Control indicators include, but are not limited to, whether the entity has a present right to payment for the asset, whether the customer has legal title to the asset, whether the entity has transferred physical possession of the asset, whether the customer has significant risks and rewards of ownership of the asset, and whether the customer has accepted the asset. Concluding whether a sale has occurred requires significant judgement in determining whether the rights and obligations created by the sale agreement convey control to the counterparty in the transaction.

In a sale-leaseback arrangement, we are required to determine whether the lease is classified as an operating lease or a finance lease. A finance lease would preclude sale accounting. A lessee is required to classify a lease as a finance lease if, among other factors, 1) the term is for the major part of the remaining economic life of the underlying asset or 2) the present value of the sum of the lease payments equals or exceeds substantially all of the fair value of the underlying asset. Lease terms include options to extend the lease when it is reasonably certain that such option will be exercised. The Company's operating lease related to Encore Boston Harbor contains an initial term of 30 years from December 2022 to November 2052 with one thirty-year renewal period at the Company's option, which, in management judgement, is not considered to be reasonably certain of being exercised. The determination of whether the present value of the sum of the lease payments equals or exceeds substantially all of the fair value of the underlying asset requires the use of estimates, in both determining the discount rate to measure the present value of the sum of the lease payments and in determining the fair value of the underlying assets. As the interest rate implicit in our leases is not readily determinable, we use our incremental borrowing rate, which is defined by GAAP as the "rate of interest that a lessee would have to pay to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment," to determine the present value of lease payments. Inputs into our selected incremental borrowing rate which require management's judgement include quantifying our entity-specific credit risk and risks associated with the economic environment specific to the leased assets. In determining the fair value of the underlying assets, we use a combination of the income, market, and cost approaches, which include inputs such as estimated future cash flows, the selection of recently sold comparable properties, and estimated cost to construct a comparable asset.

## Item 7A. 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 and cash flows.

The following table provides estimated future cash flow information derived from our best estimates of repayments as of December 31, 2024, of our expected long-term indebtedness and related weighted average interest rates by expected maturity dates. However, we cannot predict the SOFR or HIBOR rates that will be in effect in the future. Actual rates will vary. The one-month SOFR and HIBOR rates as of December 31, 2024 of 4.49% and 4.60%, respectively, were used for all variable rate calculations in the table below.

The information is presented in U.S. dollar equivalents as applicable.

	Year Ending December 31,						
	Expected Maturity Date						
	2025	2026	2027	2028	2029	Thereafter	Total
	(dollars in millions)						
<b>Long-term debt:</b>							
Fixed rate	\$ —	\$ 1,000.0	\$ 1,630.0	\$ 1,350.0	\$ 2,350.0	\$ 1,800.0	\$ 8,130.0
Average interest rate	— %	5.5 %	5.4 %	5.6 %	5.0 %	6.7 %	5.6 %
Variable rate	\$ 41.3	\$ 41.3	\$ 1,280.5	\$ 1,151.9	\$ —	\$ —	\$ 2,515.0
Average interest rate	6.2 %	6.2 %	5.9 %	6.4 %	— %	— %	6.1 %

### Interest Rate Sensitivity

As of December 31, 2024, approximately 76.0% of our long-term debt was based on fixed rates. In order to mitigate exposure to interest rate fluctuations on the Retail Term Loan, in October 2024, the Company entered into an interest rate swap with a notional value of \$600.0 million, maturing in February 2027. The interest rate swap effectively fixes the variable component of the interest rate on the Retail Term Loan at 3.385% through February 2027.

Based on our outstanding borrowings as of December 31, 2024 and an interest rate swap on the Retail Term Loan, an assumed 100 basis point change in the variable rates would cause our annual interest expense to change by \$19.1 million.

### Foreign Currency Risks

The currency delineated in Wynn Macau SA's Gaming Concession Contract with the government of Macau is the Macau pataca (see Item 1 - "Business - Regulation and Licensing - Macau" for further discussion). 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 denominated in Hong Kong dollars or Macau patacas; however, a significant portion of our Wynn Macau, Limited and Wynn Macau SA debt is denominated in U.S. dollars. Fluctuations in the exchange rates resulting in weakening of the Macau pataca or the Hong Kong dollar in relation to the U.S. dollar could have materially adverse effects on our results, financial condition, and ability to service debt. Based on our balances as of December 31, 2024, an assumed 1% change in the U.S. dollar/Hong Kong dollar exchange rate would cause a foreign currency transaction gain/loss of \$41.5 million.

**Item 8. Financial Statements and Supplementary Data**

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## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Wynn Resorts, Limited and subsidiaries

### Opinion on Internal Control Over Financial Reporting

We have audited Wynn Resorts, Limited and subsidiaries' internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Wynn Resorts, Limited and subsidiaries (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2024 and 2023, the related consolidated statements of operations, comprehensive income (loss), stockholders' deficit and cash flows for each of the three years in the period ended December 31, 2024, and the related notes and financial statement schedule listed in the Index at Item 15(a)2 and our report dated February 13, 2025 expressed an unqualified opinion thereon.

### Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

### Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Las Vegas, Nevada  
February 13, 2025

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders of Wynn Resorts, Limited and subsidiaries

### Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Wynn Resorts, Limited and subsidiaries (the Company) as of December 31, 2024 and 2023, the related consolidated statements of operations, comprehensive income (loss), stockholders' deficit and cash flows for each of the three years in the period ended December 31, 2024, and the related notes and financial statement schedule listed in the Index at Item 15(a)2 (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 13, 2025 expressed an unqualified opinion thereon.

### Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

### Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosure to which it relates.

**Valuation of Deferred Tax Assets**

*Description of the Matter*

As more fully described in Note 14 to the consolidated financial statements, at December 31, 2024, the Company had deferred tax assets related to foreign tax credit carryforwards, disallowed interest expense carryforwards and other U.S. and foreign deferred tax assets of \$1.5 billion reduced by a \$604.6 million valuation allowance. Deferred tax assets are reduced by a valuation allowance if, based on the weight of all available evidence, in management's judgment it is more likely than not that some portion, or all, of the deferred tax assets will not be realized.

Auditing management's assessment of the realizability of the Company's deferred tax assets involved complex judgments due to the significant estimation required in measuring deferred tax assets. The measurement of deferred tax assets is affected by significant assumptions, including forecasted domestic and foreign-sourced income and related intercompany royalties, the amount of interest expense and other expenses allocated to foreign sourced income and the execution of tax planning strategies. Fluctuations in actual results from those forecasted can have a material impact on the measurement of deferred tax assets.

*How We Addressed the Matter in Our Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over management's process for evaluating the realization of the Company's deferred tax assets, including controls over management's review of its significant assumptions described above and identification and use of available tax planning strategies.

To test the valuation of deferred tax assets, we performed audit procedures that included, among others, assessing methodologies and testing the significant assumptions described above and the underlying data used by the Company in its analysis. We compared the significant assumptions used by management to the Company's business plans and current industry and economic trends and evaluated whether changes to the Company's business plans, economic trends and other factors would affect the significant assumptions. We assessed the historical accuracy of management's estimates and performed sensitivity analyses of significant assumptions to evaluate the changes in the valuation allowance that would result from changes in the assumptions. We involved our tax professionals to evaluate the application of tax law in the Company's available tax planning strategies, the scheduling of the reversal of existing taxable temporary differences and carryforward amounts, and the evaluation of the utilization of the deferred tax assets.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2006.

Las Vegas, Nevada  
February 13, 2025

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

	December 31,	
	2024	2023
<b>ASSETS</b>		
<b>Current assets:</b>		
Cash and cash equivalents	\$ 2,426,155	\$ 2,879,186
Restricted cash	—	18
Investments	—	845,192
Accounts receivable, net of allowance for credit losses of \$37,694 and \$40,075	324,016	341,712
Inventories	75,783	75,552
Prepaid expenses and other	95,725	99,961
<b>Total current assets</b>	<b>2,921,679</b>	<b>4,241,621</b>
Property and equipment, net	6,521,283	6,688,479
Restricted cash	95,638	90,208
Goodwill and intangible assets, net	273,062	329,708
Operating lease assets	1,797,276	1,832,896
Deferred income taxes, net	507,716	500,877
Other assets	861,309	312,434
<b>Total assets</b>	<b>\$ 12,977,963</b>	<b>\$ 13,996,223</b>
<b>LIABILITIES AND STOCKHOLDERS' DEFICIT</b>		
<b>Current liabilities:</b>		
Accounts and construction payables	\$ 205,146	\$ 208,263
Customer deposits	508,651	543,288
Gaming taxes payable	171,983	172,832
Accrued compensation and benefits	229,305	212,645
Accrued interest	132,510	141,902
Current portion of long-term debt	41,250	709,593
Other accrued liabilities	250,689	211,931
<b>Total current liabilities</b>	<b>1,539,534</b>	<b>2,200,454</b>
Long-term debt	10,500,484	11,028,744
Long-term operating lease liabilities	1,623,890	1,631,749
Other long-term liabilities	282,658	236,210
<b>Total liabilities</b>	<b>13,946,566</b>	<b>15,097,157</b>
<b>Commitments and contingencies (Note 18)</b>		
<b>Stockholders' deficit:</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; 133,584,126 and 132,998,916 shares issued; 107,821,567 and 111,737,245 shares outstanding, respectively	1,336	1,330
Treasury stock, at cost; 25,762,599 and 21,261,671 shares, respectively	(2,241,607)	(1,836,326)
Additional paid-in capital	3,698,800	3,647,161
Accumulated other comprehensive income (loss)	(5,700)	3,406
Accumulated deficit	(1,676,990)	(2,066,953)
<b>Total Wynn Resorts, Limited stockholders' deficit</b>	<b>(224,161)</b>	<b>(251,382)</b>
Noncontrolling interests	(744,442)	(849,552)
<b>Total stockholders' deficit</b>	<b>(968,603)</b>	<b>(1,100,934)</b>
<b>Total liabilities and stockholders' deficit</b>	<b>\$ 12,977,963</b>	<b>\$ 13,996,223</b>

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

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

	Year Ended December 31,		
	2024	2023	2022
<b>Operating revenues:</b>			
Casino	\$ 4,261,357	\$ 3,718,402	\$ 1,632,541
Rooms	1,242,058	1,185,671	802,138
Food and beverage	1,069,117	1,028,637	846,214
Entertainment, retail and other	555,429	599,187	475,932
<b>Total operating revenues</b>	<b>7,127,961</b>	<b>6,531,897</b>	<b>3,756,825</b>
<b>Operating expenses:</b>			
Casino	2,586,960	2,238,671	1,099,801
Rooms	330,359	307,132	261,343
Food and beverage	859,426	822,323	700,549
Entertainment, retail and other	249,679	340,437	328,529
General and administrative	1,080,475	1,065,022	830,450
Provision for credit losses	4,986	(3,964)	(7,295)
Pre-opening	9,355	9,468	20,643
Depreciation and amortization	658,895	687,270	692,318
Gain on EBH Transaction, net	—	—	(181,989)
Impairment of goodwill and intangible assets	—	94,490	48,036
Property charges and other	215,095	130,877	65,116
<b>Total operating expenses</b>	<b>5,995,230</b>	<b>5,691,726</b>	<b>3,857,501</b>
<b>Operating income (loss)</b>	<b>1,132,731</b>	<b>840,171</b>	<b>(100,676)</b>
<b>Other income (expense):</b>			
Interest income	130,342	175,785	29,758
Interest expense, net of amounts capitalized	(688,410)	(751,509)	(650,885)
Change in derivatives fair value	42,478	45,098	15,956
Loss on debt financing transactions	(2,913)	(12,683)	—
Other	29,170	(11,479)	5,811
<b>Other expense, net</b>	<b>(489,333)</b>	<b>(554,788)</b>	<b>(599,360)</b>
<b>Income (loss) before income taxes</b>	<b>643,398</b>	<b>285,383</b>	<b>(700,036)</b>
(Provision) benefit for income taxes	(3,682)	496,834	(9,332)
<b>Net income (loss)</b>	<b>639,716</b>	<b>782,217</b>	<b>(709,368)</b>
Less: net (income) loss attributable to noncontrolling interests	(138,638)	(52,223)	285,512
<b>Net income (loss) attributable to Wynn Resorts, Limited</b>	<b>\$ 501,078</b>	<b>\$ 729,994</b>	<b>\$ (423,856)</b>
Basic and diluted net income (loss) per common share:			
Net income (loss) attributable to Wynn Resorts, Limited:			
Basic	\$ 4.56	\$ 6.49	\$ (3.73)
Diluted	\$ 4.35	\$ 6.32	\$ (3.73)
Weighted average common shares outstanding:			
Basic	109,966	112,523	113,623
Diluted	110,267	112,855	113,623

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

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

	Year Ended December 31,		
	2024	2023	2022
Net income (loss)	\$ 639,716	\$ 782,217	\$ (709,368)
Other comprehensive income (loss):			
Foreign currency translation adjustments, before and after tax	(12,700)	5,297	(8,849)
<b>Total comprehensive income (loss)</b>	<b>627,016</b>	<b>787,514</b>	<b>(718,217)</b>
Less: comprehensive (income) loss attributable to noncontrolling interests	(135,044)	(53,710)	287,953
<b>Comprehensive income (loss) attributable to Wynn Resorts, Limited</b>	<b>\$ 491,972</b>	<b>\$ 733,804</b>	<b>\$ (430,264)</b>

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

**WYNN RESORTS, LIMITED AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIT**  
(in thousands, except share data)

	Common stock			Additional paid-in capital	Accumulated other comprehensive income (loss)	Accumulated deficit	Total Wynn Resorts, Limited stockholders' deficit	Noncontrolling interests	Total stockholders' deficit
	Shares outstanding	Par value	Treasury stock						
<b>Balances, January 1, 2022</b>	115,714,943	\$ 1,314	\$ (1,436,373)	\$ 3,502,715	\$ 6,004	\$ (2,288,078)	\$ (214,418)	\$ (621,797)	\$ (836,215)
Net loss	—	—	—	—	—	(423,856)	(423,856)	(285,512)	(709,368)
Currency translation adjustment	—	—	—	—	(6,408)	—	(6,408)	(2,441)	(8,849)
Issuance of restricted stock	797,419	9	—	9,279	—	—	9,288	—	9,288
Cancellation of restricted stock	(115,521)	(1)	—	1	—	—	—	—	—
Shares repurchased by the Company and held as treasury shares	(3,151,883)	—	(187,499)	—	—	—	(187,499)	—	(187,499)
Distribution to noncontrolling interest	—	—	—	—	—	—	—	(27,744)	(27,744)
Contribution from noncontrolling interest	—	—	—	48,559	—	—	48,559	1,474	50,033
Transactions with subsidiary minority shareholders	124,481	1	—	(14,053)	—	—	(14,052)	14,052	—
Subsidiary equity issuance	—	—	—	(18,717)	—	—	(18,717)	21,613	2,896
Stock-based compensation	—	—	—	56,139	—	126	56,265	10,828	67,093
<b>Balances, December 31, 2022</b>	<b>113,369,439</b>	<b>1,323</b>	<b>(1,623,872)</b>	<b>3,583,923</b>	<b>(404)</b>	<b>(2,711,808)</b>	<b>(750,838)</b>	<b>(889,527)</b>	<b>(1,640,365)</b>
Net income	—	—	—	—	—	729,994	729,994	52,223	782,217
Currency translation adjustment	—	—	—	—	3,810	—	3,810	1,487	5,297
Exercise of stock options	32,284	—	—	1,965	—	—	1,965	—	1,965
Issuance of restricted stock	727,522	7	—	6,631	—	—	6,638	—	6,638
Cancellation of restricted stock	(23,256)	—	—	—	—	—	—	—	—
Shares repurchased by the Company and held as treasury shares	(2,374,925)	—	(212,454)	—	—	—	(212,454)	—	(212,454)
Cash dividends declared	—	—	—	—	—	(85,139)	(85,139)	—	(85,139)
Distribution to noncontrolling interest	—	—	—	(2,994)	—	—	(2,994)	(19,584)	(22,578)
Transactions with subsidiary minority shareholders	6,181	—	—	(754)	—	—	(754)	754	—
Stock-based compensation	—	—	—	58,390	—	—	58,390	5,095	63,485
<b>Balances, December 31, 2023</b>	<b>111,737,245</b>	<b>1,330</b>	<b>(1,836,326)</b>	<b>3,647,161</b>	<b>3,406</b>	<b>(2,066,953)</b>	<b>(251,382)</b>	<b>(849,552)</b>	<b>(1,100,934)</b>
Net income	—	—	—	—	—	501,078	501,078	138,638	639,716
Currency translation adjustment	—	—	—	—	(9,106)	—	(9,106)	(3,594)	(12,700)
Exercise of stock options	17,285	—	—	1,017	—	—	1,017	—	1,017
Issuance of restricted stock	597,633	6	—	8,009	—	—	8,015	38	8,053
Cancellation of restricted stock	(29,708)	—	—	—	—	—	—	—	—
Shares repurchased by the Company and held as treasury shares	(4,500,888)	—	(405,281)	—	—	—	(405,281)	—	(405,281)
Cash dividends declared	—	—	—	—	—	(111,115)	(111,115)	(28,779)	(139,894)
Distribution to noncontrolling interest	—	—	—	—	—	—	—	(16,988)	(16,988)
Transactions with subsidiary minority shareholders	—	—	—	(11,643)	—	—	(11,643)	11,643	—
Stock-based compensation	—	—	—	54,256	—	—	54,256	4,152	58,408
<b>Balances, December 31, 2024</b>	<b>107,821,567</b>	<b>\$ 1,336</b>	<b>\$ (2,241,607)</b>	<b>\$ 3,698,800</b>	<b>\$ (5,700)</b>	<b>\$ (1,676,990)</b>	<b>\$ (224,161)</b>	<b>\$ (744,442)</b>	<b>\$ (968,603)</b>

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

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

	Year Ended December 31,		
	2024	2023	2022
<b>Cash flows from operating activities:</b>			
Net income (loss)	\$ 639,716	\$ 782,217	\$ (709,368)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:			
Depreciation and amortization	658,895	687,270	692,318
Deferred income taxes	(6,838)	(502,784)	3,241
Stock-based compensation expense	59,029	64,515	67,627
Amortization of debt issuance costs	39,428	39,532	29,427
Loss on debt financing transactions	2,913	12,683	—
Provision for credit losses	4,986	(3,964)	(7,295)
Change in derivatives fair value	(42,478)	(45,098)	(15,956)
Gain on EBH Transaction, net	—	—	(181,989)
Impairment of goodwill and intangible assets	—	94,490	48,036
Property charges and other	106,332	117,176	59,305
Increase (decrease) in cash from changes in:			
Receivables, net	13,478	(123,747)	(9,335)
Inventories, prepaid expenses and other	26,632	(6,025)	(19,737)
Customer deposits	(36,967)	37,951	69,692
Accounts payable and accrued expenses	(38,923)	93,663	(97,238)
<b>Net cash provided by (used in) operating activities</b>	<b>1,426,203</b>	<b>1,247,879</b>	<b>(71,272)</b>
<b>Cash flows from investing activities:</b>			
Capital expenditures, net of construction payables and retention	(419,929)	(442,793)	(300,127)
Investment in unconsolidated affiliates	(563,418)	(53,631)	(40,181)
Purchase of investments	—	(836,519)	—
Proceeds from maturity of investments	850,000	—	—
Purchase of intangible and other assets	(2,615)	(10,752)	(12,196)
Proceeds from EBH Transaction	—	—	1,700,000
Proceeds from sale of assets and other	52,404	1,162	1,471
<b>Net cash (used in) provided by investing activities</b>	<b>(83,558)</b>	<b>(1,342,533)</b>	<b>1,348,967</b>
<b>Cash flows from financing activities:</b>			
Proceeds from issuance of long-term debt	1,883,794	1,200,000	211,435
Repayments of long-term debt	(3,059,832)	(1,533,124)	(50,000)
Repurchase of common stock	(401,802)	(212,455)	(187,499)
Proceeds from exercise of stock options	1,017	1,965	—
Proceeds from issuance of subsidiary common stock	—	—	2,895
Proceeds from sale of noncontrolling interest in subsidiary	—	—	50,033
Distribution to noncontrolling interest	(16,988)	(22,579)	(27,744)
Dividends paid	(139,564)	(84,733)	(1,445)
Finance lease payments	(19,219)	(19,267)	(18,188)
Payments for financing costs	(36,714)	(41,240)	(3,165)
Other	(4,486)	(7,773)	—
<b>Net cash used in financing activities</b>	<b>(1,793,794)</b>	<b>(719,206)</b>	<b>(23,678)</b>
<b>Effect of exchange rate on cash, cash equivalents and restricted cash</b>	<b>3,530</b>	<b>282</b>	<b>(2,094)</b>
<b>Cash, cash equivalents and restricted cash:</b>			
(Decrease) increase in cash, cash equivalents and restricted cash	(447,619)	(813,578)	1,251,923
Balance, beginning of period	2,969,412	3,782,990	2,531,067
Balance, end of period	<u>\$ 2,521,793</u>	<u>\$ 2,969,412</u>	<u>\$ 3,782,990</u>

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

**WYNN RESORTS, LIMITED AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**Note 1 - Organization and Business***Organization*

Wynn Resorts, Limited, a Nevada corporation (together with its subsidiaries, "Wynn Resorts" or the "Company") is a designer, developer, and operator of integrated resorts featuring luxury hotel rooms, high-end retail space, an array of dining and entertainment options, meeting and convention facilities, and gaming.

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 Palace and Wynn Macau resorts. The Company refers to Wynn Palace and Wynn Macau as its Macau Operations. In Las Vegas, Nevada, the Company operates and, with the exception of certain retail space, owns 100% of Wynn Las Vegas. Additionally, the Company is a 50.1% owner and managing member of a joint venture that owns and leases certain retail space at Wynn Las Vegas (the "Retail Joint Venture"). The Company refers to Wynn Las Vegas, Encore, an expansion at Wynn Las Vegas, and the Retail Joint Venture as its Las Vegas Operations. In Everett, Massachusetts, the Company operates Encore Boston Harbor, an integrated resort. Additionally, the Company has a 40% equity interest in Island 3 AMI FZ-LLC ("Island 3"), an unconsolidated affiliate, which is constructing an integrated resort property ("Wynn Al Marjan Island") in Ras Al Khaimah, United Arab Emirates, currently expected to open in 2027.

*Macau Operations*

Wynn Palace features a luxury hotel tower with 1,706 guest rooms, suites and villas, approximately 468,000 square feet of casino space, 14 food and beverage outlets, approximately 37,000 square feet of meeting and convention space, approximately 107,000 square feet of retail space, public attractions including a performance lake, an immersive entertainment center, Western and Asian art displays, and a gondola ride offering convenient street-level access.

Wynn Macau features two luxury hotel towers with a total of 1,010 guest rooms and suites, approximately 294,000 square feet of casino space, 12 food and beverage outlets, approximately 31,000 square feet of meeting and convention space, approximately 64,500 square feet of retail space, a performance lake, a rotunda show and recreation and leisure facilities.

In December 2022, Wynn Resorts (Macau), S.A. ("Wynn Macau SA"), an indirect subsidiary of the Company, entered into a definitive gaming concession contract (the "Gaming Concession Contract") with the Macau government, pursuant to which Wynn Macau SA was granted a 10-year gaming concession commencing on January 1, 2023 and expiring on December 31, 2032, to operate games of chance at Wynn Palace and Wynn Macau.

*Las Vegas Operations*

Wynn Las Vegas features two luxury hotel towers with a total of 4,748 guest rooms, suites and villas, approximately 195,000 square feet of casino space, 34 food and beverage outlets, approximately 513,000 square feet of meeting and convention space, approximately 178,000 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, two nightclubs and a beach club and recreation and leisure facilities.

*Encore Boston Harbor*

Encore Boston Harbor, an integrated resort in Everett, Massachusetts, adjacent to Boston along the Mystic River, features a luxury hotel tower with a total of 671 guest rooms and suites, approximately 210,000 square feet of casino space, 16 food and beverage outlets, one nightclub, approximately 71,000 square feet of meeting and convention space, and approximately 8,186 square feet of retail space. Public attractions include a waterfront park, floral displays, and water shuttle service to downtown Boston.

In December 2022, the Company closed on a sale-leaseback arrangement with respect to certain real estate assets related to Encore Boston Harbor (the "EBH Transaction"). Upon closing of the EBH Transaction, the Company received cash proceeds of approximately \$1.70 billion in exchange for the sale of such real estate assets, and concurrently entered into a lease agreement for the purpose of continuing to operate the Encore Boston Harbor integrated resort. For more information on the EBH Transaction, see Note 5, "Property and Equipment, net" and Note 16, "Leases."

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

**Note 2 - Basis of Presentation and Significant Accounting Policies***Basis of Presentation and Principles of Consolidation*

The accompanying consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP") and include the accounts of the Company, its majority-owned subsidiaries, and entities the Company identifies as variable interest entities ("VIEs") of which the Company is determined to be the primary beneficiary. For information on the Company's VIEs, see Note 19, "Retail Joint Venture." If the entity does not qualify for consolidation and the Company has significant influence over the operating and financial decisions of the entity, the Company accounts for the entity under the equity method. For more information on the Company's equity method investments, see *Investments in Unconsolidated Affiliate* within Note 2, "Basis of Presentation and Significant Accounting Policies." All significant intercompany accounts and transactions have been eliminated. Certain amounts in the consolidated financial statements for the years ended December 31, 2023 and 2022 have been reclassified to be consistent with the current period presentation. These reclassifications had no effect on the previously reported net income (loss) or operating income (loss).

*Use of Estimates*

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates and assumptions reflected in the financial statements relate to and include, but are not limited to, inputs into the Company's estimated allowance for deferred tax assets and credit losses, estimates regarding the useful lives and recoverability of long-lived and intangible assets, valuations of derivatives, and litigation and contingency estimates.

*Cash, Cash Equivalents and Restricted Cash*

Cash and cash equivalents consist of cash and 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. Restricted cash consists of cash collateral associated with obligations, cash held in a trust in accordance with WML's share award plan, and an amount held in the form of a first demand bank guarantee in favor of the Macau government to support Wynn Macau SA's legal and contractual obligations under the Gaming Concession Contract.

*Investments*

The Company's investments include financial assets in the form of interest-bearing fixed deposits with original maturities of greater than three months, which are recorded at fair value (see Note 10, "Fair Value Measurements"), and debt securities in the form of United States treasury bills. Investments in debt securities which the Company has the positive intent and ability to hold to maturity are classified as held-to-maturity and are carried at amortized cost. Debt securities held primarily for the purpose of selling in the near term are classified as trading securities and are reported at fair value, with unrealized gains and losses included in income. Debt securities not classified as held-to-maturity or trading are classified as available-for-sale and are reported at fair value with unrealized gains and losses as a separate component of other comprehensive income. Premiums and discounts on debt securities are amortized or accreted into interest income using the effective interest method. All of the Company's debt securities are classified as held-to-maturity.

The Company received proceeds of \$300.0 million upon the maturity of its investments in debt securities and \$550.0 million upon the maturity of its investments in fixed deposits during the year ended December 31, 2024. The Company held no short-term investments as of December 31, 2024.

As of December 31, 2023, the Company held \$550.0 million in fixed deposits, recorded at fair value, and \$295.2 million in debt securities, recorded at amortized cost within Investments on the Consolidated Balance Sheets. The estimated fair value of the Company's debt securities as of December 31, 2023 was approximately \$294.8 million and the gross unrecognized holding loss was \$0.4 million. As of December 31, 2023, the Company had \$8.7 million in accrued interest on its debt securities, recorded in Investments on the Consolidated Balance Sheets.

As of the balance sheet date, the Company evaluates whether the unrealized losses are attributable to credit losses or other factors. The Company considers the severity of the decline in value, creditworthiness of the issuer and other relevant factors and

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

records an allowance for credit losses, limited to the excess of amortized cost over fair value, with a corresponding charge to earnings. The allowance may be subsequently increased or decreased based on the prevailing facts and circumstances. During the years ended December 31, 2024 and 2023, the Company recorded no allowance for credit losses related to its investments.

#### *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.

Accounts receivable, including casino and hotel receivables, are typically non-interest bearing and are recorded at amortized cost. Casino receivables primarily consist of credit issued to patrons in the form of markers. The Company issues credit based on factors such as level of play and financial resources, following background and credit checks. The casino credit extended by the Company is generally unsecured and due on demand.

An estimated allowance for credit losses is maintained to reduce the Company's receivables to their carrying amount, which reflects the net amount the Company expects to collect. The allowance estimate reflects specific review of customer accounts taking into consideration the amount owed, the age of the account, the customer's financial condition, management's experience with historical and current collection trends, current economic and business conditions, and management's expectations of future economic and business conditions and forecasts. Accounts are written off when management deems them to be uncollectible. Recoveries of accounts previously written off are recorded when received.

#### *Inventories*

Inventories consist of retail merchandise and food and beverage items, which are stated at the lower of cost or net realizable value, and certain operating supplies. Cost is determined by the first-in, first-out, weighted average and specific identification methods.

#### *Property and Equipment*

Purchases of property and equipment are stated at cost, and when placed into service, are depreciated over the estimated useful lives of the assets using the straight-line method as follows:

	<b>Estimated Useful Life in Years</b>
Buildings and improvements	10 - 45
Land improvements	10 - 45
Furniture, fixtures and equipment	3 - 20
Leasehold interest in land	25
Airplanes	20

Costs related to improvements are capitalized, while costs of repairs and maintenance are charged to expense as incurred. The cost and accumulated depreciation of property and equipment retired or otherwise disposed of are eliminated from the respective accounts and any resulting gain or loss is included in property charges and other expenses in the accompanying Consolidated Statements of Operations.

#### *Capitalized Interest*

The interest cost associated with major development and construction projects, and interest cost associated with equity method investments incurred during the investee's initial development period, is capitalized and included in the cost of the project or investment in unconsolidated affiliate balance. Interest capitalization ceases once a project is substantially complete or no longer undergoing construction activities to prepare it for its intended use. When no debt is specifically identified as being incurred in connection with a construction project, the Company capitalizes interest on amounts expended on the project using the weighted average cost of the Company's outstanding borrowings. Interest of \$23.0 million and \$5.8 million was capitalized for the years ended December 31, 2024 and 2023, respectively, including \$21.7 million and \$3.6 million related to equity

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

method investments for the years ended December 31, 2024 and 2023, respectively. No interest was capitalized for the year ended December 31, 2022.

### *Goodwill*

Goodwill represents the excess of the purchase price in a business combination over the fair value of the tangible and intangible assets acquired and the liabilities assumed. Goodwill is not amortized, but rather is subject to an annual impairment test.

The Company tests goodwill for impairment annually, or more frequently if events or changes in circumstances indicate that this asset may be impaired. The Company's test of goodwill impairment starts with a qualitative assessment to determine whether it is necessary to perform a quantitative goodwill impairment test. If qualitative factors indicate that the fair value of the reporting unit is more likely than not less than its carrying amount, then a quantitative goodwill impairment test is performed. For the quantitative analysis, the Company compares the fair value of its reporting unit to its carrying value. If the estimated fair value exceeds its carrying amount, goodwill is considered not to be impaired and no additional steps are necessary. However, if the fair value of the reporting unit is less than its carrying amount, goodwill impairment is recorded equal to the difference between the carrying amount of the reporting unit and its fair value, not to exceed the carrying amount of goodwill.

### *Intangible Assets other than Goodwill*

The Company's intangible assets other than goodwill consist primarily of finite-lived intangible assets, including its Macau gaming concession and Massachusetts gaming license. Finite-lived intangible assets are amortized over the shorter of their contractual terms or estimated useful lives. The Company's indefinite-lived intangible assets are not amortized, but are reviewed for impairment annually.

### *Long-Lived Assets*

Long-lived assets, which are to be held and used, including finite-lived intangible assets and property and equipment, are periodically reviewed by management for impairment whenever events or changes in circumstances indicate that the carrying value of the asset may not be recoverable. If an indicator of impairment exists, the Company compares the estimated future cash flows of the asset, on an undiscounted basis, to the carrying value of the asset. If the undiscounted cash flows exceed the carrying value, no impairment is indicated. If the undiscounted cash flows do not exceed the carrying value, then impairment is measured as the difference between fair value and carrying value, with fair value typically based on a discounted cash flow model. If an asset is still under development, future cash flows include remaining construction costs.

### *Leases*

#### *Lessee Arrangements*

The Company is the lessee under non-cancelable real estate and equipment leases. The Company determines if an arrangement is or contains a lease at inception or modification of the arrangement. An arrangement is or contains a lease if there are identified assets and the right to control the use of an identified asset is conveyed for a period of time in exchange for consideration. Control over the use of the identified asset means the lessee has both the right to obtain substantially all of the economic benefits from the use of the asset and the right to direct the use of the asset.

Finance and operating lease assets and liabilities are measured and recorded upon lease commencement at the present value of the future minimum lease payments. The Company combines lease and nonlease components in its determination of minimum lease payments, except for certain asset classes that have significant nonlease components. As the interest rate implicit in its leases is not readily determinable, the Company uses its incremental borrowing rate as the discount rate to determine the present value of lease payments. Lease terms include options to extend the lease when it is reasonably certain that such option will be exercised. The Company's triple-net operating lease related to Encore Boston Harbor contains a renewal period at the Company's option, which is not considered to be reasonably certain of being exercised. Many of the Company's leases include fixed rental escalation clauses that are factored into the determination of lease payments. A lessee is required to classify a lease as a finance lease if, among other factors, 1) the term is for the major part of the remaining economic life of the underlying asset or 2) the present value of the sum of the lease payments equals or exceeds substantially all of the fair value of the underlying asset. For operating leases, lease expense for minimum lease payments is recognized on a straight-line basis over

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

the expected lease term. For finance leases, the Company records depreciation of the lease asset on a straight-line basis over the shorter of the lease term or useful life of the lease asset, and the lease liability accretes interest using the discount rate determined at lease commencement. The Company does not record an asset or liability for leases with a term of less than one year. Variable lease costs generally arise from changes in an index, such as the consumer price index. Variable lease costs are expensed as incurred and are not included in the determination of lease assets or liabilities.

For sale-leaseback arrangements, such as the EBH Transaction, the Company is required to determine whether the transaction qualifies as a sale, which includes assessing whether a contract exists and if so, whether control has passed to the counterparty in the contract. Control indicators include, but are not limited to, whether the entity has a present right to payment for the asset, whether the customer has legal title to the asset, whether the entity has transferred physical possession of the asset, whether the customer has significant risks and rewards of ownership of the asset, and whether the customer has accepted the asset. If it is determined that a sale has occurred, the Company recognizes an operating or finance lease based on the factors outlined in the preceding paragraph. A finance lease would preclude sale accounting.

#### *Lessor Arrangements*

The Company is the lessor under non-cancelable operating leases for retail and food and beverage outlet space at its integrated resorts, which represents approximately 102,000, 63,000, 187,000, and 52,000 square feet of space at Wynn Palace, Wynn Macau, Wynn Las Vegas, and Encore Boston Harbor, respectively. The lease arrangements generally include minimum base rent and contingent rental clauses based on a percentage of net sales. Generally, the terms of the leases range between five and 10 years. The Company records revenue on a straight-line basis over the term of the lease, and recognizes revenue for contingent rentals when the contingency has been resolved. The Company has elected to combine lease and nonlease components for the purpose of measuring lease revenue.

#### *Investments in Unconsolidated Affiliate*

The Company accounts for its investment in Island 3, an unconsolidated affiliate which is constructing Wynn Al Marjan Island, using the equity method. Under the equity method, the investment's carrying value is adjusted for the Company's share of the investee's earnings and losses, capital contributions to and distributions from this company, and capitalization of interest cost incurred by the Company during the investee's initial development period. As of December 31, 2024 and 2023, the Company had investments in unconsolidated affiliate of \$648.2 million and \$90.9 million, respectively, recorded in noncurrent other assets in the accompanying Consolidated Balance Sheets.

The Company classifies operating income and losses as well as gains and impairments related to its investment in unconsolidated affiliate as a component of Operating income (loss) within the Company's accompanying Consolidated Statements of Operations, and classifies non-operating income or losses related to its investments in unconsolidated affiliates as a component of Other income (expense) within the Company's accompanying Consolidated Statements of Operations, as the Company's investments in unconsolidated affiliate are an extension of the Company's core business operations. The Company recognized a loss on investments in unconsolidated affiliate of \$6.1 million and \$2.4 million during the years ended December 31, 2024 and 2023, respectively, recorded in Pre-opening within the Company's accompanying Consolidated Statements of Operations.

#### *Debt Issuance Costs*

Direct and incremental costs and original issue discounts and premiums incurred in connection with the issuance of long-term debt are deferred and amortized to interest expense using the effective interest method or, if the amounts approximate the effective interest method, on a straight-line basis. Debt issuance costs incurred in connection with the issuance of the Company's revolving credit facilities are presented in noncurrent other assets on the Consolidated Balance Sheets. All other debt issuance costs are presented as a direct reduction of long-term debt on the Consolidated Balance Sheets. Approximately \$39.3 million, \$39.5 million, and \$29.4 million was amortized to interest expense during the years ended December 31, 2024, 2023, and 2022, respectively.

#### *Derivative Financial Instruments*

The Company enters into interest rate protection agreements to manage interest rate exposure on certain debt. The fair value of such agreements is recognized as an asset or liability at each balance sheet date, with changes in fair value recorded in earnings as these agreements do not qualify for hedge accounting. See Note 7, "Long-Term Debt" for additional information.

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

See Note 8, "WML Convertible Bond Conversion Option Derivative" for accounting policy disclosures relating to the WML Convertible Bond Conversion Option Derivative (as defined therein).

#### *Revenue Recognition*

The Company's revenue from contracts with customers primarily consists 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 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 each of its resorts. Customers earn points based on their level of table games and slots play, which can be redeemed for slots free play, gifts and complimentary goods or services provided by the Company. 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 points with third parties, the redemption amount is deducted from the liability and paid directly to the third party with any difference between the amount paid and the stand-alone selling price recorded as Entertainment, retail and other revenue in the accompanying Consolidated Statements of Operations.

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. As previously noted, Entertainment, retail and other revenue also includes lease revenue, which is recognized in accordance with the relevant accounting principles.

#### *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. These gaming taxes are recorded as casino expenses in the accompanying Consolidated Statements of Operations. These taxes totaled \$1.83 billion, \$1.57 billion, and \$526.3 million for the years ended December 31, 2024, 2023, and 2022, respectively.

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

### *Advertising Costs*

The cost of advertising is expensed as incurred, and totaled \$50.9 million, \$112.6 million, and \$148.6 million for the years ended December 31, 2024, 2023, and 2022, respectively.

### *Pre-opening Expenses*

Pre-opening expenses represent personnel, advertising, and other costs incurred prior to the opening of new ventures and are expensed as incurred. During the year ended December 31, 2024, pre-opening expenses primarily included the Company's share of net losses from Island 3, the unconsolidated affiliate constructing Wynn Al Marjan Island. During the year ended December 31, 2023, the Company incurred pre-opening expenses primarily in connection with the launch of sports betting operations in Massachusetts. During the year ended December 31, 2022, the Company incurred pre-opening expenses primarily in connection with reconfiguring the theater space at Wynn Las Vegas to host an exclusive theatrical production, *Awakening*.

### *Income Taxes*

The Company is subject to income taxes in the U.S. and foreign jurisdictions where it operates. Accounting standards require the recognition of deferred tax assets, net of applicable reserves, and liabilities for the estimated future tax consequences attributable to differences between financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. The effect of a change in tax rates on the income tax provision and deferred tax assets and liabilities generally is recognized in the results of operations in the period that includes the enactment date. Accounting standards also require recognition of a future tax benefit to the extent that realization of such benefit is more likely than not; otherwise, a valuation allowance is applied.

The Company's income tax returns are subject to examination by the Internal Revenue Service ("IRS") and other tax authorities in the locations where it operates. The Company assesses potentially unfavorable outcomes of such examinations based on accounting standards for uncertain income taxes. The accounting standards prescribe a minimum recognition threshold a tax position is required to meet before being recognized in the financial statements.

Uncertain tax position accounting standards apply to all tax positions related to income taxes. These accounting standards utilize a two-step approach for evaluating tax positions. If a tax position, based on its technical merits, is deemed more likely than not to be sustained, then the tax benefit is measured as the largest amount of benefit that is more likely than not to be realized upon settlement.

As applicable, the Company will recognize accrued penalties and interest related to unrecognized tax benefits in the provision for income taxes.

### *Foreign Currency*

Gains or losses from foreign currency remeasurements are included in Other income (expense) in the accompanying Consolidated Statements of Operations. Balance sheet accounts are translated at the exchange rate in effect at each balance sheet date and income statement accounts are translated at the average rate of exchange prevailing during the year. Translation adjustments resulting from this process are charged or credited to other comprehensive loss.

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

Comprehensive income (loss) includes net income (loss) 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 Consolidated Statements of Stockholders' Deficit and Consolidated Statements of Comprehensive Income (Loss).

### *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:

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

- **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.

*Stock-Based Compensation*

The Company accounts for stock-based compensation in accordance with accounting standards, which require the compensation cost relating to share-based payment transactions be recognized in the Company's Consolidated Statements of Operations. The cost is measured at the grant date, based on the estimated fair value of the award using the Black-Scholes option pricing model for stock options, based on the estimated fair value of the award using the Monte Carlo simulation approach for performance share units, and based on the closing share price of the Company's stock on the grant date for nonvested share awards. Dividend yield is based on the estimate of annual dividends expected to be paid at the time of the grant. Expected volatility is based on implied and historical factors related to the Company's common stock. The risk-free interest rate used for each period presented is based on the U.S. Treasury yield curve for stock options issued under the WRL Omnibus Plan (as defined and discussed in Note 13, "Stock-Based Compensation") and the Hong Kong Exchange Fund rates for stock options issued under the WML Share Option Plan (as defined in Note 13, "Stock-Based Compensation"), both at the time of grant for the period equal to the expected term. Expected term represents the weighted average time between the option's grant date and its exercise date. The Company uses historical award exercise activity and termination activity in estimating the expected term for the WRL Omnibus Plan and WML Share Option Plan. The cost is recognized as an expense on a straight-line basis over the employee's requisite service period (the vesting period of the award), and forfeitures are recognized as they occur. The Company's stock-based employee compensation arrangements are more fully discussed in Note 13, "Stock-Based Compensation."

*Recently Issued Accounting Standards*

The Company's management has evaluated all of the recently issued, but not yet effective, accounting standards that have been issued or proposed by the Financial Accounting Standards Board ("FASB") or other standards-setting bodies through the filing date of these financial statements and does not believe the future adoption of any such pronouncements will have a material effect on the Company's financial position, results of operations and cash flows.

**Note 3 - Cash, Cash Equivalents and Restricted Cash**

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

	December 31,	
	2024	2023
<b>Cash and cash equivalents:</b>		
Cash <sup>(1)</sup>	\$ 1,639,151	\$ 1,076,474
Cash equivalents <sup>(2)</sup>	787,004	1,802,712
<b>Total cash and cash equivalents</b>	<b>2,426,155</b>	<b>2,879,186</b>
Restricted cash <sup>(3)</sup>	95,638	90,226
<b>Total cash, cash equivalents and restricted cash</b>	<b>\$ 2,521,793</b>	<b>\$ 2,969,412</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 subject to certain contractual restrictions, cash collateral associated with obligations and cash held in a trust in accordance with WML's share award plan, and as of December 31, 2024 and 2023 includes \$87.5 million and \$87.0 million, respectively, in the form of a first demand bank guarantee in favor of the Macau government to support Wynn Macau SA's legal and contractual obligations through the term of the Gaming Concession Contract.

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

The following table disclose the supplemental cash flow disclosures of the Company (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Cash paid for interest, net of amounts capitalized	\$ 658,438	\$ 688,350	\$ 618,395
Capitalized stock-based compensation	\$ 5,242	\$ 5,268	\$ 3,246
Cash paid for income taxes	\$ 10,160	\$ 10,310	\$ 5,290
Finance lease liabilities arising from obtaining finance lease assets	\$ 80,021	\$ 8,842	\$ 5,906
Liability settled with shares of common stock	\$ 8,015	\$ 6,639	\$ 9,287
Accounts and construction payables related to property and equipment	\$ 85,949	\$ 60,313	\$ 64,861
Other liabilities related to intangible assets <sup>(1)</sup>	\$ —	\$ 209,410	\$ 4,220
Net settlement of liabilities in connection with an asset sale	\$ 27,655	\$ —	\$ —

(1) For the year ended December 31, 2023, included \$206.5 million related to the Macau gaming premium in connection with the Gaming Concession Contract. See Note 6, "Goodwill and Intangible Assets, net" for further information.

**Note 4 - Receivables, net**

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

	December 31,	
	2024	2023
Casino	\$ 236,642	\$ 218,694
Hotel	45,996	54,596
Other	79,072	108,497
	<b>361,710</b>	<b>381,787</b>
Less: allowance for credit losses	(37,694)	(40,075)
	<b>\$ 324,016</b>	<b>\$ 341,712</b>

As of December 31, 2024 and 2023, approximately 70.9% and 68.2%, 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 the countries in which the Company's customers reside could affect the collectability of such receivables.

The Company's allowance for casino credit losses was 14.7% and 15.9% of gross casino receivables as of December 31, 2024 and 2023, respectively. Although the Company believes that its allowance is adequate, it is possible the estimated amounts of cash collections with respect to receivables could change. The Company's allowance for credit losses from its hotel and other receivables is not material.

The following table shows the movement in the Company's allowance for credit losses recognized for receivables that occurred during the period (in thousands):

	December 31,	
	2024	2023
<b>Balance at beginning of year</b>	\$ 40,075	\$ 78,842
Provision for credit losses	4,986	(3,964)
Write-offs	(13,262)	(47,611)
Recoveries of receivables previously written-off	5,801	12,897
Effect of exchange rate	94	(89)
<b>Balance at end of period</b>	<b>\$ 37,694</b>	<b>\$ 40,075</b>

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

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

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

	December 31,	
	2024	2023
Buildings and improvements	\$ 8,547,922	\$ 8,459,085
Land and improvements	1,210,455	1,228,652
Furniture, fixtures and equipment	3,424,361	3,311,478
Airplanes	110,623	110,623
Construction in progress	287,436	162,592
	<b>13,580,797</b>	<b>13,272,430</b>
Less: accumulated depreciation	(7,059,514)	(6,583,951)
	<b>\$ 6,521,283</b>	<b>\$ 6,688,479</b>

As of December 31, 2024 and 2023, construction in progress consisted primarily of costs capitalized for various capital enhancements at the Company's properties. During the year ended December 31, 2024, the Company expensed \$61.5 million of project costs related to a discontinued development project, inclusive of \$4.7 million of internally allocated overhead, that had been previously capitalized. The expense was recorded in Property charges and other expenses in the accompanying Consolidated Statements of Operations for the year ended December 31, 2024.

Depreciation expense for the years ended December 31, 2024, 2023 and 2022 was \$601.4 million, \$625.0 million, and \$652.1 million, respectively.

*Encore Boston Harbor Real Estate Sale*

Upon closing of the EBH Transaction in December 2022, the Company received cash proceeds of approximately \$1.70 billion in exchange for the sale of certain real estate assets associated with Encore Boston Harbor. In connection with the sale, the Company recognized a gain of \$182.0 million in the fourth quarter of 2022.

*Macau Operations Property Transfer Agreements*

In December 2022, in accordance with the requirements of the Macau Gaming Law, Wynn Macau SA and Palo Real Estate Company Limited ("Palo"), a subsidiary of Wynn Macau SA, entered into agreements (collectively, the "Property Transfer Agreements") with the Macau government, pursuant to which Wynn Macau SA and Palo transferred the casino areas and gaming equipment of the Company's Macau Operations to the Macau government without compensation on December 31, 2022, and the Macau government agreed to transfer such casino areas and gaming equipment back to Wynn Macau SA as of January 1, 2023, for its use in the operation of games of chance at Wynn Macau and Wynn Palace as permitted under the Gaming Concession Contract through December 31, 2032. As the Company expects to continue to operate the casino areas and gaming equipment at its Macau Operations in the same manner as under the previous concession, obtain substantially all of the economic benefits, and bear all of the risks arising from the use of these assets, and believes it will be awarded a new concession upon the expiration of the Gaming Concession Contract, the Company will continue to recognize the casino areas and gaming equipment as property and equipment over their remaining estimated useful lives. Pursuant to the Gaming Concession Contract, Wynn Macau SA will revert to the Macau government the casino areas and gaming equipment, without compensation and free of encumbrance, upon the rescission or termination of the gaming concession on December 31, 2032.

In exchange for the use of casino areas and gaming equipment in the operations of games of chance at Wynn Macau and Wynn Palace under the Property Transfer Agreements, Wynn Macau SA has agreed to pay the Macau government an annual amount of MOP53.1 million (approximately \$6.6 million) in the year ending December 31, 2023, subject to adjustment in each year based on the average price index in Macau for the years ending December 31, 2024, and 2025, and an annual amount of MOP177.0 million (approximately \$22.1 million) in the year ending December 31, 2026, subject to adjustment annually based on the average price index in Macau for each of the remaining years of the term of the Gaming Concession Contract through December 31, 2032.

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

**Note 6 - Goodwill and Intangible Assets, net**

Goodwill and intangible assets, net consisted of the following (in thousands):

	December 31,	
	2024	2023
<b>Finite-lived intangible assets:</b>		
Macau gaming concession	\$ 210,630	\$ 209,199
Less: accumulated amortization	(42,126)	(20,920)
	<b>168,504</b>	<b>188,279</b>
Massachusetts gaming license	117,700	117,700
Less: accumulated amortization	(43,331)	(35,484)
	<b>74,369</b>	<b>82,216</b>
Other finite-lived intangible assets	5,400	50,154
Less: accumulated amortization	(2,071)	(17,801)
	<b>3,329</b>	<b>32,353</b>
<b>Total finite-lived intangible assets</b>	<b>246,202</b>	<b>302,848</b>
<b>Indefinite-lived intangible assets:</b>		
Water rights and other	8,397	8,397
<b>Total indefinite-lived intangible assets</b>	<b>8,397</b>	<b>8,397</b>
<b>Goodwill:</b>		
Balance at beginning of year	18,463	90,520
Impairment	—	(72,057)
Balance end of period	18,463	18,463
<b>Total goodwill and intangible assets, net</b>	<b>\$ 273,062</b>	<b>\$ 329,708</b>

*Massachusetts Finite-Lived Intangible Assets*

The Massachusetts gaming license is a finite-lived intangible asset that is being amortized over the 15 year life of the license. The Company expects that amortization of the Massachusetts gaming license will be \$7.8 million each year from 2025 through 2033, and \$3.7 million in 2034.

*Wynn Interactive Goodwill and Finite-Lived Intangible Assets*

Other finite-lived intangible assets consisted of market access rights and gaming license fees. During the year ended December 31, 2024, the Company sold its market access rights and related obligations in Michigan, and pursuant to a separate equity purchase agreement, sold WSI US, LLC, Wynn Interactive's domestic operating subsidiary, which included the Company's gaming license in New York. As a result of these transactions, the Company recognized a gain of \$24.6 million in Property charges and other expenses in the accompanying Consolidated Statements of Operations for the year ended December 31, 2024. As of December 31, 2024, the Company had no remaining goodwill or intangible assets related to Wynn Interactive.

During the year ended December 31, 2023, as a result of the Company's decision to cease operating Wynn Interactive's digital sports betting and casino platform announced in August 2023, the Company identified interim indicators of impairment related to the goodwill assigned to the WynnBet reporting unit. As a result, the Company performed an impairment test and determined that the carrying value of its goodwill exceeded the estimated fair value of that reporting unit based on a

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

combination of the income and cost approaches, causing the Company to recognize a goodwill impairment loss of \$72.1 million. The Company also recognized impairment of other finite-lived intangible assets related to Wynn Interactive's closed operations totaling \$22.4 million during the year ended December 31, 2023.

During the year ended December 31, 2022, as a result of changes in forecasts and other industry-specific factors and management's decision to cease the operations of Betbull Limited, a subsidiary of Wynn Interactive, the Company recognized impairment of goodwill and other finite-lived intangible assets of \$37.8 million and \$10.3 million, respectively.

*Macau Gaming Concession*

On January 1, 2023, the Company recognized an intangible asset and financial liability of MOP1.68 billion (approximately \$208.3 million), representing the right to operate games of chance at Wynn Palace and Wynn Macau and the unconditional obligation to make payments under the Gaming Concession Contract. This intangible asset comprises the contractually obligated annual payments of fixed and variable premiums, as well as fees associated with the Property Transfer Agreements (as described in Note 5, "Property and Equipment, net"). The contractually obligated annual variable premium payments associated with the intangible asset were determined using the total number of gaming tables and gaming machines that Wynn Macau SA is currently approved to operate by the Macau government. In the accompanying Consolidated Balance Sheets, the noncurrent portion of the financial liability is included in "Other long-term liabilities" and the current portion is included in "Other accrued liabilities." The intangible asset is being amortized on a straight-line basis over the 10-year term of the Gaming Concession Contract. The Company expects that amortization of the Macau Gaming Concession will be \$21.1 million each year from 2025 to 2032.

As of December 31, 2024, the Company expects to pay fixed and variable premium payment amounts of \$14.6 million in each of the years ending December 31, 2025, 2026, 2027, 2028, and 2029, and an aggregate amount of \$44.7 million thereafter through December 31, 2032.

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

**Note 7 - Long-Term Debt**

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

	December 31,	
	2024	2023
<b>Macau Related:</b>		
WM Cayman II Revolver, due 2028 <sup>(1)</sup>	\$ 1,151,874	\$ 1,497,610
WML 4 7/8% Senior Notes, due 2024 <sup>(2)</sup>	—	600,000
WML 5 1/2% Senior Notes, due 2026	1,000,000	1,000,000
WML 5 1/2% Senior Notes, due 2027	750,000	750,000
WML 5 5/8% Senior Notes, due 2028	1,350,000	1,350,000
WML 5 1/8% Senior Notes, due 2029	1,000,000	1,000,000
WML 4 1/2% Convertible Bonds, due 2029 <sup>(3)</sup>	600,000	600,000
<b>U.S. and Corporate Related:</b>		
<b>WRF Credit Facilities<sup>(4)</sup>:</b>		
WRF Term Loan, due 2024	—	73,683
WRF Term Loan, due 2027	763,125	730,692
WLV 5 1/2% Senior Notes, due 2025 <sup>(2)</sup>	—	1,380,001
WLV 5 1/4% Senior Notes, due 2027	880,000	880,000
WRF 5 1/8% Senior Notes, due 2029	750,000	750,000
WRF 7 1/8% Senior Notes, due 2031	1,000,000	600,000
WRF 6 1/4% Senior Notes, due 2033	800,000	—
Retail Term Loan, due 2027 <sup>(5)</sup>	600,000	615,000
	<b>10,644,999</b>	<b>11,826,986</b>
WML Convertible Bond Conversion Option Derivative	33,007	73,744
Less: Unamortized debt issuance costs and original issue discounts and premium, net	(136,272)	(162,393)
	<b>10,541,734</b>	<b>11,738,337</b>
Less: Current portion of long-term debt	(41,250)	(709,593)
<b>Total long-term debt, net of current portion</b>	<b>\$ 10,500,484</b>	<b>\$ 11,028,744</b>

- (1) As of December 31, 2024, the borrowings under the WM Cayman II Revolver bear interest at the term secured overnight financing rate ("Term SOFR") plus a credit adjustment spread of 0.10% or the Hong Kong Interbank Offered Rate ("HIBOR"), in each case plus a margin of 1.875% to 2.875% per annum based on WM Cayman II's leverage ratio on a consolidated basis. Approximately \$239.1 million and \$912.8 million of the WM Cayman II Revolver bears interest at a rate of Term SOFR plus 1.975% per year and HIBOR plus 1.875% per year, respectively. As of December 31, 2024 and 2023, the weighted average interest rate was approximately 6.43% and 7.20%, respectively. As of December 31, 2024, the available borrowing capacity under the WM Cayman II Revolver was \$353.8 million.
- (2) In October 2024, the Company repaid or repurchased the 2024 WML Senior Notes and 2025 WLV Senior Notes.
- (3) As of December 31, 2024, the net carrying amount of the WML Convertible Bonds was \$498.4 million, with unamortized debt discount and debt issuance costs of \$101.6 million. The Company recorded contractual interest expense of \$27.0 million and \$22.1 million and amortization of discounts and issuance costs of \$18.9 million and \$14.2 million during the years ended December 31, 2024 and 2023.
- (4) The WRF Credit Facilities bear interest at a rate of Term SOFR plus 1.75% per year. As of December 31, 2024 and 2023, the weighted average interest rate was approximately 6.21% and 7.21%, respectively. Additionally, as of December 31, 2024, the available borrowing capacity under the WRF Revolver was \$735.3 million, net of \$14.7 million in outstanding letters of credit.
- (5) As of December 31, 2024, the Retail Term Loan bears interest at a rate of adjusted daily simple secured overnight financing rate ("SOFR") plus 2.15% per year. As of December 31, 2023, the Retail Term Loan bore interest at a rate of adjusted daily SOFR plus 1.80% per year. As of December 31, 2024 and 2023, the effective interest rate was 5.54% and 5.47%, respectively.

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

**Macau Related Debt***WM Cayman II Revolver*

In September 2021, WM Cayman Holdings Limited II, an indirect wholly owned subsidiary of WML, as borrower ("WM Cayman II") and WML as guarantor, each an indirect subsidiary of Wynn Resorts, entered into a facility agreement with, among others, Bank of China Limited, Macau Branch as agent and a syndicate of lenders (the "Facility Agreement"), pursuant to which the lenders will make available in an aggregate amount of \$1.50 billion equivalent revolving unsecured credit facility consisting of a U.S. dollar tranche in an amount of \$312.5 million ("Facility A") and a Hong Kong dollar tranche ("Facility B") in an amount of HK\$9.26 billion (approximately \$1.19 billion) to WM Cayman II (the "WM Cayman II Revolver"). WM Cayman II has the ability to upsize the total WM Cayman II Revolver by an additional \$1.00 billion equivalent under the Facility Agreement and related agreements upon the satisfaction of various conditions. WML, as guarantor, may be subject to certain restrictions on payments of dividends or distributions to its shareholders, unless certain financial criteria have been satisfied through the Facility Agreement.

Pursuant to the Facility Agreement, as amended in May 2022 and as amended and restated in June 2023 (the "Amended and Restated Facility Agreement"), loans provided under Facility A bear interest at a variable rate per annum equal to: (a) Term SOFR, plus a credit adjustment spread of 0.10% (subject to a minimum floor of 0.00%), plus (b) a margin of 1.875% to 2.875% based on the consolidated leverage ratio of WM Cayman II and its subsidiaries (as calculated pursuant to the Amended and Restated Facility Agreement), and loans provided under Facility B bear interest at a variable rate per annum equal to: (i) HIBOR plus (ii) a margin of 1.875% to 2.875% based on the consolidated leverage ratio of WM Cayman II and its subsidiaries (as calculated pursuant to the Amended and Restated Facility Agreement).

In September 2024, WM Cayman II, as borrower and WML, as guarantor, entered into an amendment agreement (the "Second Amendment Agreement") to the Amended and Restated Facility Agreement, to extend the maturity date of the outstanding loans from September 16, 2025 to September 16, 2028, or the immediately preceding business day if September 16, 2028 is not a business day. In connection with the Second Amendment Agreement, the Company recorded debt issuance costs of \$19.2 million within the Consolidated Balance Sheet.

*WML Convertible Bonds*

In March 2023, WML completed an offering of \$600 million 4.50% convertible bonds due 2029 (the "WML Convertible Bonds"). The WML Convertible Bonds are governed by a trust deed dated March 7, 2023 (the "Trust Deed"), between WML and DB Trustees (Hong Kong) Limited, as trustee. WML, DB Trustees (Hong Kong) Limited, as trustee, and Deutsche Bank Trust Company Americas entered into an agency agreement, appointing Deutsche Bank Trust Company Americas as the principal paying agent, principal conversion agent, transfer agent and registrar in relation to the WML Convertible Bonds.

The WML Convertible Bonds bear interest on their outstanding principal amount from and including March 7, 2023 at the rate of 4.50% per annum, payable semi-annually in arrears on March 7 and September 7 of each year. At any time on or after April 17, 2023, the WML Convertible Bonds are convertible at the option of the holder thereof into fully paid ordinary shares of WML, each with a nominal value of HK\$0.001 per share ("Ordinary Shares"), at the initial conversion price of approximately HK\$10.24 (equivalent to approximately \$1.32) per share, subject to and upon compliance with the terms and conditions of the WML Convertible Bonds (the "Terms and Conditions," and such right, the "Conversion Right"). The conversion price is at the fixed exchange rate of HK\$7.8497 per \$1.00, subject to standard adjustments for certain dilutive events as described in the Terms and Conditions. WML has the option upon conversion by a bondholder to pay an amount of cash equivalent described in the Terms and Conditions in order to satisfy such Conversion Right in whole or in part. As of December 31, 2024, the adjusted conversion price was HK\$10.01 (equivalent to approximately \$1.29) per share as a result of dividend payments made by WML during the year ended December 31, 2024.

Holders of the WML Convertible Bonds have the option to require WML to redeem all or some of such holder's WML Convertible Bonds (i) on March 7, 2027 at their principal amount together with interest accrued but unpaid to, but excluding, the date fixed for redemption; or (ii) on the Relevant Event Redemption Date (as defined in the Terms and Conditions) at their principal amount together with interest accrued but unpaid to, but excluding, such date, following the occurrence of (a) when the Ordinary Shares cease to be listed or admitted to trading or are suspended from trading for a period equal to or exceeding 10 consecutive trading days on the Stock Exchange of Hong Kong Limited ("HKSE"), or if applicable, the alternative stock exchange, (b) when there is a Change of Control (as defined in the Terms and Conditions), or (c) when less than 25% of

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

WML's total number of issued Ordinary Shares are held by the public (as interpreted under Rule 8.24 of the Rules Governing the Listing of Securities on the HKSE).

The WML Convertible Bonds may also be redeemed at the option of WML under certain circumstances specified in the Terms and Conditions, in whole, but not in part, at any time after March 7, 2027, but prior to March 7, 2029, upon giving notice to the bondholders in accordance with the Terms and Conditions. The WML Convertible Bonds constitute direct, unsubordinated, unconditional and, subject to the Terms and Conditions, unsecured obligations of WML and rank pari passu and without any preference or priority among themselves. The Ordinary Shares to be issued upon exercise of Conversion Right will be fully-paid and will in all respects rank pari passu with the fully-paid Ordinary Shares in issue on the relevant registration date set forth in the Terms and Conditions.

The Trust Deed contains covenants limiting WML's and all of its subsidiaries' ability to, among other things, create, permit to subsist or arise or have outstanding any mortgage, charge, pledge, lien or other encumbrance or certain security interest; consolidate or merge with or into another company; and sell, assign, transfer, convey or otherwise dispose of all or substantially all of its and its subsidiaries' properties or assets, with certain exceptions. The Trust Deed also contains customary events of default.

The Company determined that the conversion feature contained within the WML Convertible Bonds is required to be bifurcated from the debt host contract and accounted for as a free-standing derivative (the "WML Convertible Bond Conversion Option Derivative") recorded within Long-term debt within the accompanying Consolidated Balance Sheet. In accordance with applicable accounting standards, the WML Convertible Bond Conversion Option Derivative is reported at fair value as of the end of each reporting period, with changes recognized in the statements of operations. For more information, see "Note 8 - WML Convertible Bond Conversion Option Derivative."

#### *WML Senior Notes*

WML 5 1/2% Senior Notes due 2026, WML 5 1/2% Senior Notes due 2027, WML 5 5/8% Senior Notes due 2028, and WML 5 1/8% Senior Notes due 2029 (collectively, the "WML Senior Notes") bear interest at each of their respective interest rates and interest is payable semi-annually. The WML Senior Notes are WML's general unsecured obligations and rank pari passu in right of payment with all of WML's existing and future senior unsecured indebtedness, will rank senior to all of WML's future subordinated indebtedness, if any; will be effectively subordinated to all of WML's future secured indebtedness to the extent of the value of the assets securing such debt; and will be structurally subordinated to all existing and future obligations of WML's subsidiaries, including the WM Cayman II Revolver. The WML Senior Notes are not registered under the Securities Act of 1933, as amended (the "Securities Act") and are subject to restrictions on transferability and resale.

The WML Senior Notes were issued pursuant to indentures between WML and Deutsche Bank Trust Company Americas, as trustee (the "WML Senior Notes Indentures"). The WML Senior Notes Indentures contain covenants limiting WML's (and certain of its subsidiaries') ability to, among other things: merge or consolidate with another company; transfer or sell all or substantially all of its properties or assets; and lease all or substantially all of its properties or assets. The WML Senior Notes Indentures also contain customary events of default. In the case of an event of default arising from certain events of bankruptcy or insolvency, all WML Senior Notes then outstanding will become due and payable immediately without further action or notice.

Upon the occurrence of (a) any event after which none of WML or any subsidiary of WML has the applicable gaming concessions or authorizations in Macau in substantially the same manner and scope as WML and its subsidiaries are entitled to at the date on which each of the WML Senior Notes are issued, for a period of 10 consecutive days or more, and such event has a material adverse effect on WML and its subsidiaries, taken as a whole; or (b) the termination or modification of any such concessions or authorizations which has a material adverse effect on WML and its subsidiaries, taken as a whole, each holder of the WML Senior Notes will have the right to require WML to repurchase all or any part of such holder's WML Senior Notes at a purchase price in cash equal to 100% of the principal amount thereof, plus accrued and unpaid interest. If WML undergoes a Change of Control (as defined in the WML Senior Notes Indentures), it must offer to repurchase the WML Senior Notes at a price equal to 101% of the aggregate principal amount thereof, plus accrued and unpaid interest.

In October 2024, WML repaid the \$600.0 million aggregate principal amount of WML's 4 7/8% Senior Notes due 2024 on their stated maturity date.

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

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

### *WRF Credit Facilities*

During 2019, WRF entered into a credit agreement (the "WRF Credit Agreement") providing for a first lien term loan facility in an aggregate principal amount of \$1.00 billion (the "WRF Term Loan") and a first lien revolving credit facility in an aggregate principal amount of \$850.0 million (the "WRF Revolver" and together with the WRF Term Loan, the "WRF Credit Facilities").

In May 2023, WRF and certain of its subsidiaries entered into an amendment to the WRF Credit Facility Agreement to: (i) transition the benchmark rate from LIBOR to Term SOFR and to make conforming changes, (ii) reduce the aggregate principal amount of revolving commitments under the revolving credit facility by \$100.0 million, from \$850.0 million to \$750.0 million, (iii) extend the stated maturity date for lenders electing to extend their revolving commitments in an amount equal to approximately \$681.3 million from September 20, 2024 to September 20, 2027, and (iv) extend the stated maturity date for lenders electing to extend their term loan commitments in an amount equal to approximately \$749.4 million from September 20, 2024 to September 20, 2027. Lenders who elected not to extend their revolving commitments in an amount equal to approximately \$68.7 million remained subject to a stated maturity date of September 20, 2024, and lenders who elected not to extend their term loan commitments in an amount equal to approximately \$75.6 million remained subject to a stated maturity date of September 20, 2024.

Subject to certain exceptions, the WRF Credit Facilities bear interest at Term SOFR plus 1.75% per annum. The annual fee required to pay for unborrowed amounts under the WRF Revolver, if any, is 0.25% per annum. The Company is required to make quarterly repayments on the WRF Term Loan of \$10.3 million, with any remaining principal amount outstanding repayable in full on the term loan's respective stated maturity date.

In September 2024, WRF and certain of its subsidiaries entered into an amendment (the "WRF Credit Facility Amendment") to its existing credit agreement to extend the stated maturity of \$68.7 million aggregate principal amount of revolving commitments and \$71.8 million aggregate principal of term loan commitments from September 20, 2024 to September 20, 2027. In connection with the 2024 WRF Credit Facility Amendment, the Company recognized a loss on debt financing transactions of \$0.1 million within the accompanying Consolidated Statement of Operations, and the Company recorded debt issuance costs of \$0.5 million within the Consolidated Balance Sheet.

The WRF Credit Agreement contains customary representations and warranties, events of default and negative and affirmative covenants, including, but not limited to, covenants that restrict our ability to pay dividends or distributions to any direct or indirect subsidiaries, to incur and/or repay indebtedness, to make certain restricted payments, and to enter into mergers and acquisitions, negative pledges, liens, transactions with affiliates, and sales of assets. In addition, WRF is subject to financial covenants, including maintaining a Consolidated First Lien Net Leverage Ratio, as defined in the WRF Credit Agreement. The Consolidated Senior Secured Net Leverage Ratio is not to exceed 3.75 to 1.00.

The WRF Credit Facilities are guaranteed by each of WRF's existing and future wholly owned domestic restricted subsidiaries (the "Guarantors"), subject to certain exceptions, and are secured by a first priority lien on substantially all of WRF's and each of the guarantors' existing and future property and assets, subject to certain exceptions, including a limitation on the amount of collateral granted by Wynn Las Vegas, LLC ("WLV") and its subsidiaries so as to not violate the indenture governing WLV's outstanding senior notes.

### *WRF Senior Notes*

In April 2020, WRF and its subsidiary Wynn Resorts Capital Corp. (collectively with WRF, the "WRF Issuers"), each an indirect wholly owned subsidiary of the Company, issued \$750.0 million aggregate principal amount of 5 1/8% Senior Notes due 2029 (the "2029 WRF Senior Notes").

In February 2023, the WRF Issuers issued \$600.0 million aggregate principal amount of 7 1/8% Senior Notes due 2031 (the "2031 WRF Senior Notes") in a private offering. The 2031 WRF Senior Notes were issued at par, for net proceeds of \$596.2 million, which were used to repurchase WRF senior notes outstanding at that time.

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

In February 2024, the WRF Issuers issued an additional \$400.0 million aggregate principal amount of 7 1/8% Senior Notes due 2031 (the "2031 WRF Add-On Senior Notes"), and collectively with the 7 1/8% Senior Notes due 2031 (the "2031 WRF Senior Notes"). The 2031 WRF Add-On Senior Notes were issued at a price equal to 103.00% of the principal amount plus accrued interest, resulting in net proceeds of \$409.5 million. The net proceeds from the 2031 WRF Add-On Senior Notes, together with cash held by Wynn Resorts, were used to repurchase an aggregate \$796.7 million of the outstanding principal amount of the 2025 WLV Senior Notes (as defined below) and to pay the applicable tender premium and related fees and expenses. In connection with the issuance of the 2031 WRF Add-On Senior Notes and the repurchase of the 2025 WLV Senior Notes in February and March 2024 (as further discussed below), the Company recognized a loss on debt financing transactions of \$1.6 million within the accompanying Consolidated Statements of Operations, and the Company recorded debt issuance costs of \$5.6 million within the accompanying Consolidated Balance Sheet.

In September 2024, the WRF Issuers issued \$800.0 million aggregate principal amount of 6 1/4% Senior Notes due 2033 (the "2033 WRF Senior Notes") in a private offering exempt from the registration requirements of the Securities Act, as amended. The 2033 WRF Senior Notes were issued at par, for proceeds of \$795.0 million, net of \$5.0 million of related fees and expenses. A portion of the proceeds from the offering of the 2033 WRF Senior Notes was used in October 2024 to repurchase the remaining outstanding principal amount of the 2025 WLV Senior Notes (as defined below) in full. In connection with the issuance of the 2033 WRF Senior Notes and the repurchase of the 2025 WLV Senior Notes in October 2024 (as further discussed below), the Company recognized a loss on debt financing transactions of \$1.1 million within the accompanying Consolidated Statements of Operations, and the Company recorded debt issuance costs of \$8.2 million within the accompanying Consolidated Balance Sheet.

The 2029 WRF Senior Notes, the 2031 WRF Senior Notes and the 2033 WRF Senior Notes (collectively the "WRF Senior Notes") were issued pursuant to indentures (the "WRF Indentures") among the WRF Issuers, the Guarantors party thereto, and U.S. Bank National Association, as trustee (the "Trustee"). The WRF Senior Notes bear interest at each of their respective interest rates and interest is payable semi-annually.

The WRF Senior Notes are the WRF Issuers' senior unsecured obligations and rank pari passu in right of payment with the WLV Senior Notes (as defined below), and rank equally in right of payment with Wynn Las Vegas' guarantee of the WRF Credit Facilities, and rank senior in right of payment to all of the WRF Issuers' existing and future subordinated debt. The WRF Senior Notes are effectively subordinated in right of payment to all of the WRF Issuers' existing and future secured debt (to the extent of the value of the collateral securing such debt), and structurally subordinated to all of the liabilities of any of the WRF Issuers' subsidiaries that do not guarantee the WRF Senior Notes, including WML and its subsidiaries.

The WRF Senior Notes are jointly and severally guaranteed by each of WRF's existing domestic restricted subsidiaries that guarantee indebtedness under the WRF Credit Agreement, including Wynn Las Vegas, LLC and each of its subsidiaries that guarantees the WLV Senior Notes. The guarantees are senior unsecured obligations of the Guarantors and rank senior in right of payment to all of their future subordinated debt. The guarantees rank equally in right of payment with all existing and future liabilities of the Guarantors that are not so subordinated and will be effectively subordinated in right of payment to all of such Guarantors' existing and future secured debt (to the extent of the collateral securing such debt).

The WRF Indentures contains covenants that limit the ability of the WRF Issuers and the Guarantors to, among other things, enter into sale-leaseback transactions, create or incur liens to secure debt, and merge, consolidate or sell all or substantially all of the WRF Issuers' assets. These covenants are subject to exceptions and qualifications set forth in the WRF Indentures. The WRF Indentures also contain customary events of default, including, but not limited to, failure to make required payments, failure to comply with certain covenants, certain events of bankruptcy and insolvency, and failure to pay certain judgments.

The WRF Senior Notes were offered only to qualified institutional buyers in reliance on Rule 144A under the Securities Act. The WRF Senior Notes have not been and will not be registered under the Securities Act or under any state securities laws. Therefore, the WRF Senior Notes may not be offered or sold within the United States to, or for the account or benefit of, any United States person unless the offer or sale would qualify for a registration exemption from the Securities Act and applicable state securities laws.

#### *WLV Senior Notes*

Wynn Las Vegas, LLC and Wynn Las Vegas Capital Corp. ("Capital Corp." and together with Wynn Las Vegas, LLC, the "Issuers") issued \$1.80 billion 5 1/2% Senior Notes due 2025 (the "2025 WLV Senior Notes"), and \$900.0 million 5 1/4%

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

Senior Notes due 2027 (the 2027 WLV Senior Notes) pursuant to indentures, dated February 18, 2015 (the "2025 Indenture"), and May 11, 2017 (the "2027 Indenture"), respectively, among the Issuers, the WLV Guarantors (as defined below) and the Trustee.

In February and March 2024, Wynn Las Vegas repurchased \$800.0 million aggregate principal amount of 2025 WLV Senior Notes, which consisted of i) \$681.0 million aggregate principal amount of validly tendered notes repurchased at a price equal to 97.2% of the principal amount, plus accrued interest and an early tender premium of \$20.3 million, and ii) \$119.0 million aggregate principal amount of notes repurchased on a pro-rata basis at a price equal to 100% of the principal amount, plus accrued interest, under the terms of its indenture. Included in the \$119.0 million repurchase was \$3.3 million aggregate principal amount of 2025 WLV Senior Notes held by Wynn Resorts. The Company used the net proceeds from the 2031 WRF Add-On Senior Notes and cash held by WRF to purchase such validly tendered 2025 WLV Senior Notes and to pay the early tender premium and related fees and expenses.

In October 2024, Wynn Las Vegas repurchased the remaining \$600.0 million aggregate principal amount of its 2025 WLV Senior Notes at a price equal to 100.0% of the principal amount, plus a "make-whole" amount and accrued interest, under the terms of its indenture. Included in the \$600.0 million repurchase was \$16.7 million aggregate principal amount of 2025 WLV Senior Notes held by Wynn Resorts.

In 2018, Wynn Resorts purchased \$20.0 million principal amount of 2027 WLV Senior Notes through open market purchases. As of December 31, 2024, Wynn Resorts holds the 2027 WLV Senior Notes and has not contributed it to its wholly owned subsidiary, WLV.

The 2027 WLV Senior Notes are the WLV Issuers' senior unsecured obligations and each rank pari passu in right of payment. The 2027 WLV Senior Notes are unsecured, except by the first priority pledge by Wynn Las Vegas Holdings, LLC ("WLVH"), a direct wholly owned subsidiary of Wynn Resorts Finance, LLC, of its equity interests in Wynn Las Vegas, LLC. If Wynn Resorts receives an investment grade rating from one or more ratings agencies, the first priority pledge securing the 2027 WLV Senior Notes will be released.

The 2027 WLV Senior Notes are jointly and severally guaranteed by all of the WLV Issuers' subsidiaries, other than Capital Corp., which was a co-issuer (the "WLV Guarantors"). The guarantees are senior unsecured obligations of the WLV Guarantors and rank senior in right of payment to all of their existing and future subordinated debt. The guarantees rank equally in right of payment with all existing and future liabilities of the WLV Guarantors that are not so subordinated and will be effectively subordinated in right of payment to all of such WLV Guarantors' existing and future secured debt (to the extent of the collateral securing such debt).

The 2027 Indenture contains covenants limiting the WLV Issuers' and the WLV Guarantors' ability to create liens on assets to secure debt; enter into sale-leaseback transactions; and merge or consolidate with another company. These covenants are subject to a number of important and significant limitations, qualifications and exceptions. Events of default under the 2027 Indenture includes, among others, the following: default for 30 days in the payment of interest when due on the 2027 WLV Senior Notes; default in payment of the principal or premium, if any, when due on the 2027 WLV Senior Notes; failure to comply with certain covenants in the 2027 Indenture; and certain events of bankruptcy or insolvency. In the case of an event of default arising from certain events of bankruptcy or insolvency with respect to the Issuers or any WLV Guarantor, all 2027 WLV Senior Notes then outstanding will become due and payable immediately without further action or notice.

The Issuers and certain of their subsidiaries will guarantee and secure their obligation under the WRF Credit Facilities with liens on substantially all of their assets, with such liens limiting the amount of such obligations secured to 15% of their total assets.

The 2027 WLV Senior Notes were offered pursuant to an exemption under the Securities Act only to qualified institutional buyers in reliance on Rule 144A under the Securities Act. The 2027 WLV Senior Notes have not been and will not be registered under the Securities Act or under any state securities laws. Therefore, the 2027 WLV Senior Notes may not be offered or sold within the United States to, or for the account or benefit of, any United States person unless the offer or sale would qualify for a registration exemption from the Securities Act and applicable state securities laws.

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

*Retail Term Loan*

In 2018, Wynn/CA Plaza Property Owner, LLC and Wynn/CA Property Owner, LLC (collectively, the "Retail Borrowers"), subsidiaries of the Retail Joint Venture, entered into a term loan agreement (together with its subsequent amendments, the "Retail Term Loan Agreement"). On June 2, 2023, the Borrowers entered into an amendment effective as of July 3, 2023, which amended the Retail Term Loan Agreement to transition the benchmark interest rate applicable to the secured loan in an aggregate principal amount of \$615.0 million issued to the Borrowers thereunder from LIBOR to SOFR and to make related conforming changes to the Retail Term Loan Agreement. The Retail Term Loan Agreement provides for a term loan facility to the Retail Borrowers of \$615.0 million (the "Retail Term Loan"). The Retail Term Loan is secured by substantially all of the assets of the Retail Borrowers. The Retail Borrowers distributed approximately \$589 million of the net proceeds of the Retail Term Loan to their members on a proportionate basis to each member's ownership percentage. The Retail Borrowers may prepay the Retail Term Loan, in whole or in part, at any time with no premium above the principal amount.

In accordance with the terms of the Retail Term Loan Agreement, the Retail Borrowers entered into an interest rate collar with a notional value of \$615.0 million and a termination date of August 1, 2024, the underlying reference rate of which was transitioned from LIBOR to SOFR concurrently with the Retail Term Loan. The Company measured the fair value of the interest rate collar based on a Black-Scholes option pricing model, which incorporates observable market inputs such as market volatility and interest rates, with changes in fair value recorded in earnings. As of December 31, 2023, the fair value of the interest rate collar was an asset of \$5.8 million, recorded in Prepaid expenses and other in the accompanying Consolidated Balance Sheets.

In October 2024, the Retail Borrowers entered into a third amendment (the "Retail Term Loan Amendment") to their existing term loan agreement. The Retail Term Loan Amendment, amends the Retail Term Loan Agreement to, among other things: (i) extend the scheduled maturity date of the term loan to July 24, 2027; (ii) provide for an interest rate on the term loan equal to One Month Term SOFR (as defined in, and determined in accordance with, the Retail Term Loan Agreement) plus a spread of 215 basis points; and (iii) require that the Retail Borrowers meet a specified maximum loan to value ratio annually (which, if not met, triggers a mandatory excess cash sweep until such ratio has been achieved) as well as certain specified minimum debt yields. In connection with, and as provided under, the Retail Term Loan Amendment, the Retail Borrowers made a principal prepayment of the term loan in the amount of \$15.0 million. In connection with the Retail Term Loan Amendment, the Company recognized a loss on debt financing transaction of \$0.1 million within the accompanying Consolidated Statements of Operations, and the Company recorded debt issuance costs of \$2.4 million within the accompanying Consolidated Balance Sheet.

In accordance with the terms of the Retail Term Loan Amendment, the Retail Borrowers entered into an interest rate swap agreement in October 2024 with a notional value of \$600.0 million. The interest rate swap effectively fixes the variable component of the interest rate on the Retail Term Loan at 3.385% whereby the Retail Borrowers will pay the counterparty 3.385% and the counterparty will pay the Retail Borrowers one-month SOFR. The interest rate swap settles monthly through the termination date in February 2027. The Company measures the fair value of the interest rate swap at each balance sheet date based on a discounting the future cash flows of both the fixed and variable rate interest payments based on market yield curves, with changes in fair value recorded in earnings. As of December 31, 2024, the fair value of the interest rate swap was an asset of \$7.5 million, of which \$3.9 million was recorded in Prepaid expenses and other and \$3.6 million was recorded in Other assets in the accompanying Consolidated Balance Sheets.

The Retail Term Loan Agreement contains customary representations and warranties, 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 Agreement also provides for customary sweeps of the Retail Borrowers' excess cash in the event of a default or in the event the Retail Borrowers fail to maintain certain financial ratios as defined in the Retail Term Loan Agreement. In addition, 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*

As of December 31, 2024, management believes the Company was in compliance with all debt covenants.

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

*Scheduled Maturities of Long-Term Debt*

Scheduled maturities of long-term debt as of December 31, 2024 were as follows (in thousands):

Years Ending December 31,		
2025	\$	41,250
2026		1,041,250
2027		2,910,625
2028		2,501,874
2029		2,350,000
Thereafter		1,800,000
		<b>10,644,999</b>
WML Convertible Bond Conversion Option Derivative		33,007
Unamortized debt issuance costs and original issue discounts and premium, net		(136,272)
	<b>\$</b>	<b>10,541,734</b>

*Fair Value of Long-Term Debt*

The estimated fair value of the Company's long-term debt as of December 31, 2024 and 2023, was approximately \$10.46 billion and \$11.49 billion, respectively, compared to its carrying value, excluding debt issuance costs and original issue discount and premium, of \$10.64 billion, and \$11.83 billion, respectively. 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 8 - WML Convertible Bond Conversion Option Derivative**

An embedded derivative is a feature contained within a contract that affects some or all of the cash flows or the value of other exchanges required by the contract in a manner similar to a derivative instrument. Embedded derivatives are required to be bifurcated and accounted for separately from the host contract and carried at fair value when: (a) the embedded derivative possesses economic characteristics that are not clearly and closely related to the economic characteristics of the host contract; and (b) a separate, freestanding instrument with the same terms would qualify as a derivative instrument. The Company determined that the conversion feature contained within the WML Convertible Bonds is not indexed to WML's equity and, as such, is required to be bifurcated from the debt host contract and accounted for as a free-standing derivative. In accordance with applicable accounting standards, the WML Convertible Bond Conversion Option Derivative will be reported at fair value as of the end of each reporting period, with changes recognized in the statements of operations.

The Company used a binomial lattice model in order to estimate the fair value of the embedded derivative in the WML Convertible Bonds. Inherent in a binomial options pricing model are unobservable (Level 3) inputs and assumptions related to expected share-price volatility, risk-free interest rate, expected term, and dividend yield. The Company estimates the volatility of shares of WML common stock based on historical volatility that matches the expected remaining term to maturity of the WML Convertible Bonds. The risk-free interest rate is based on the Hong Kong and United States benchmark yield curves on the valuation date for a maturity similar to the expected remaining term of the WML Convertible Bonds. The expected life of the WML Convertible Bonds is assumed to be equivalent to their remaining term to maturity. Dividend yield is assumed to be zero due to a dividend protection feature in the WML Convertible Bond Agreement.

The following table sets forth the inputs to the lattice models that were used to value the embedded derivative:

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

	December 31, 2024		December 31, 2023	
WML stock price	HK\$	5.39	HK\$	6.43
Estimated volatility		31.2 %		34.0 %
Risk-free interest rate		3.6 %		3.3 %
Expected term (years)		4.2		5.2
Dividend yield <sup>(1)</sup>		0.0 %		0.0 %

(1) Dividend yield is assumed to be zero in the lattice model used to value the WML Convertible Bond Conversion Option Derivative, due to a dividend protection feature in the WML Convertible Bond Agreement.

In connection with the completion of the offering of the WML Convertible Bonds in March 2023, the Company recognized a debt discount and a corresponding liability for the embedded derivative, based on an estimated fair value of \$123.5 million. The debt discount will be amortized to interest expense over the term of the WML Convertible Bonds using the effective interest method. As of December 31, 2024 and 2023, the estimated fair value of the embedded derivative was a liability of \$33.0 million and \$73.7 million, recorded within Long-term debt within the accompanying Consolidated Balance Sheet. In connection with the change in fair value, the Company recorded a gain of \$40.7 million and \$49.7 million within Change in derivatives fair value in the accompanying Consolidated Statements of Operations for the years ended December 31, 2024 and 2023.

## Note 9 - Stockholders' Deficit

### *Equity Repurchase Program*

In November 2024, the Company's Board of Directors authorized the Company to repurchase a total of up to \$1.0 billion of the Company's outstanding shares of common stock, increasing the previously available repurchase authorization by approximately \$766.0 million. The equity repurchase program authorizes discretionary repurchases by the Company from time to time through open market purchases, including pursuant to plans designed to comply with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, privately negotiated transactions, accelerated share repurchases, or block trades, subject to market conditions, applicable legal requirements and other factors. The repurchase authorization has no expiration date, and the equity repurchase program may be suspended, discontinued or accelerated at any time.

During the year ended December 31, 2024, the Company repurchased 4,349,779 shares of its common stock at an average price of \$88.75 per share for an aggregate cost of \$386.0 million under the equity repurchase program. During the year ended December 31, 2023, the Company repurchased 2,206,573 shares of its common stock at an average price of \$88.61 per share for an aggregate cost of \$195.5 million under the equity repurchase program. As of December 31, 2024, the Company had \$813.0 million in repurchase authority remaining under the program.

### *Dividends*

The Company paid a cash dividend of \$0.25 per share in each of the quarters ended March 31, 2024, June 30, 2024, September 30, 2024 and December 31, 2024 and recorded an aggregate amount of \$111.1 million against accumulated deficit in the year ended December 31, 2024.

The Company paid a cash dividend of \$0.25 per share in each of the quarters ended June 30, 2023, September 30, 2023 and December 31, 2023 and recorded an aggregate amount of \$85.1 million against accumulated deficit in the year ended December 31, 2023. No dividends were paid during the year ended December 31, 2022.

On February 13, 2025, the Company declared a cash dividend of \$0.25 per share, payable on March 5, 2025 to stockholders of record as of February 24, 2025.

### *Noncontrolling Interests*

#### *Wynn Macau, Limited*

WML's ordinary shares of common stock are listed on The Stock Exchange of Hong Kong Limited. As of December 31, 2024, the Company owned approximately 72% of this subsidiary's common stock. The shares of WML were not and will not be

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

registered under the Securities Act and may not be offered or sold in the United States absent a registration under the Securities Act, or an applicable exception from such registration requirements.

In June 2024 and September 2024, WML paid a cash dividend of HK\$0.075 per share for a total U.S. dollar equivalent of approximately \$50.4 million and \$50.5 million, respectively. The Company's share of these dividends were \$36.0 million and \$36.1 million, respectively, and the noncontrolling interest holders' share of this dividend was \$14.4 million in each of the quarters ended June 30, 2024 and September 30, 2024.

*WML Securities Lending Agreement*

In connection with the WML Convertible Bonds Offering, WM Cayman Holdings I Limited ("WM Cayman I"), a wholly owned subsidiary of the Company and holder of our approximate 72% ownership interest in WML, entered into a stock borrowing and lending agreement with Goldman Sachs International (the "WML Stock Borrower") in March 2023 (the "Securities Lending Agreement"), pursuant to which WM Cayman I has agreed to lend to the WML Stock Borrower up to 459,774,985 of its ordinary share holdings in WML, upon and subject to the terms and conditions in the Securities Lending Agreement. WM Cayman I may, at its sole discretion, terminate any stock loan by giving the WML Stock Borrower no less than five business days' notice. The Securities Lending Agreement terminates on the date on which the WML Convertible Bonds have been redeemed, or converted in full, whichever is the earlier. In March 2023, the WML Stock Borrower borrowed 459,774,985 ordinary shares of WML under the Securities Lending Agreement and in April 2023 returned 280,000,000 of such shares to WM Cayman I. As of the date of this report, the WML Stock Borrower held 179,774,985 WML shares under the Securities Lending Agreement.

*Retail Joint Venture*

During the years ended December 31, 2024, 2023 and 2022, the Retail Joint Venture made aggregate distributions of \$17.0 million, \$22.6 million and \$27.7 million, respectively, to its non-controlling interest holder. For more information on the Retail Joint Venture, see Note 19, "Retail Joint Venture."

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

**Note 10 - Fair Value Measurements**

The following tables present assets and liabilities carried at fair value (in thousands):

	December 31, 2024	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	\$ 787,004	\$ —	\$ 787,004	\$ —
Restricted cash	\$ 95,638	\$ 6,434	\$ 89,204	\$ —
Interest rate swap	\$ 7,510	\$ —	\$ 7,510	\$ —
<b>Liabilities:</b>				
WML Convertible Bond Conversion Option Derivative (see Note 8)	\$ 33,007	\$ —	\$ —	\$ 33,007

	December 31, 2023	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	\$ 1,802,712	\$ —	\$ 1,802,712	\$ —
Restricted cash	\$ 90,226	\$ 2,170	\$ 88,056	\$ —
Fixed deposits	\$ 550,000	\$ —	\$ 550,000	\$ —
Interest rate collar	\$ 5,769	\$ —	\$ 5,769	\$ —
<b>Liabilities:</b>				
WML Convertible Bond Conversion Option Derivative (see Note 8)	\$ 73,744	\$ —	\$ —	\$ 73,744

**Note 11 - Benefit Plans**
*Defined Contribution Plans*

The Company established a retirement savings plan under Section 401(k) of the Internal Revenue Code covering its U.S. non-union employees in July 2000. The plan allows employees to defer, within prescribed limits, a percentage of their income through contributions to this plan. The Company matches 50% of employee contributions, up to 6% of employees' eligible compensation. During the years ended December 31, 2024, 2023 and 2022, the Company recorded matching contribution expenses of \$9.6 million, \$10.2 million, and \$8.7 million, respectively.

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

Wynn Macau SA also operates a defined contribution retirement benefit plan (the "Wynn Macau Plan"). Eligible employees are allowed to contribute 5% of their base salary to the Wynn Macau Plan and the Company matches any contributions. On July 1, 2019, the Company offered the option for the eligible Macau resident employees to join the non-mandatory central provident fund (the "CPF") system. Eligible Macau resident employees joining the Company from July 1, 2019 onwards have the option of enrolling in the CPF system while the Company's existing Macau resident employees who are currently members of the Wynn Macau Plan will be provided with the option of joining the CPF system or staying in the existing Wynn Macau Plan, which will continue to be in effect in parallel. The CPF system allows eligible employees to contribute 5% or more of their base salary to the CPF while the Company matches with a 5% of such salary as employer's contribution to the CPF. The Company's matching contributions vest to the employee at 10% per year with full vesting in ten years. The assets of the Wynn Macau Plan and the CPF are held separately from those of the Company in independently administered funds and overseen by the Macau government. Forfeitures of unvested contributions are used to reduce the Company's liability for its contributions payable. During the years ended December 31, 2024, 2023 and 2022, the Company recorded matching contribution expenses of \$17.1 million, \$16.3 million, and \$17.0 million, respectively.

*Multi-Employer Pension Plans*

Risks of participating in a multi-employer plan differ from single-employer plans for the following reasons: (1) assets contributed to a multi-employer plan by one employer may be used to provide benefits to employees of other participating employers; (2) if a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers; (3) if a participating employer stops participating, it may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability; and (4) if the plan is terminated by withdrawal of all employers and if the value of the nonforfeitable benefits exceeds plan assets and withdrawal liability payments, employers are required by law to make up the insufficient difference.

The following table outlines the Company's participation in multi-employer pension plans. The "EIN/Pension Plan Number" column provides the Employer Identification Number ("EIN") and the three-digit plan number. The most recent Pension Protection Act Zone Status ("Zone Status") is based on information certified by each plan's actuary and represents plan information available in 2024 and 2023, the plans' two most recent fiscal year-ends. Plans certified in the green zone are at least 80% funded and plans certified in the red zone are generally less than 65% funded and require a rehabilitation plan. As of December 31, 2024 and 2023, all plans requiring a rehabilitation plan have had the respective plan implemented.

The Company participates in the following multi-employer pension plans (in thousands):

Pension Fund	Employer	EIN/ Pension Plan Number	Zone Status		Contributions by the Company			Company Contribution > 5%	Expiration Date of Collective Bargaining Agreements
			2023 <sup>(1)</sup>	2022 <sup>(1)</sup>	2024	2023	2022		
Southern Nevada Culinary and Bartenders Pension Plan <sup>(2)</sup>	Wynn Las Vegas, LLC	88-6016617/1	Green	Green	\$ 17,272	\$ 15,849	\$ 13,462	Yes	11/30/2028
Western Conference of Teamsters Pension Trust Fund	Wynn Las Vegas, LLC	91-6145047/ 217718,217830	Green	Green	285	226	72	No	7/31/2029
UNITE HERE! Workers and Hospitality Employers Variable Defined Benefit Pension Fund <sup>(3)</sup>	Encore Boston Harbor	45-4227067/026	Green	Green	3,955	—	—	No	8/31/2026
New England Teamster Pension Fund <sup>(3)</sup>	Encore Boston Harbor	04-6372430/001	Red <sup>(4)</sup>	Red <sup>(4)</sup>	516	—	—	No	8/31/2026

(1) Represents plan status for plan years ending in 2023 and 2022, which are the the most recent years for which plan data is available.

(2) Includes union employees under the terms of the collective-bargaining agreements with the Culinary Workers Union, Local 226, and Bartenders Union, Local 165.

(3) Contributions by the Company began on January 1, 2024.

(4) Plan has implemented a rehabilitation plan for the plan years presented.

**Note 12 - 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.

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

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

	December 31, 2024	December 31, 2023	Increase/ (Decrease)	December 31, 2023	December 31, 2022	Increase/ (Decrease)
Casino outstanding chips and front money deposits <sup>(1)</sup>	\$ 409,928	\$ 433,269	\$ (23,341)	\$ 433,269	\$ 390,531	\$ 42,738
Advance room deposits and ticket sales <sup>(2)</sup>	84,460	89,640	(5,180)	89,640	85,019	4,621
Other gaming-related liabilities <sup>(3)</sup>	15,458	24,964	(9,506)	24,964	31,265	(6,301)
Loyalty program and related liabilities <sup>(4)</sup>	29,489	31,106	(1,617)	31,106	35,083	(3,977)
	<b>\$ 539,335</b>	<b>\$ 578,979</b>	<b>\$ (39,644)</b>	<b>\$ 578,979</b>	<b>\$ 541,898</b>	<b>\$ 37,081</b>

- (1) Casino outstanding chips generally represent amounts owed to gaming promoters 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 Consolidated Balance Sheets and may be recognized as revenue or 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 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 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 Consolidated Balance Sheets and are expected to be recognized as revenue within one year of being earned by customers.

### Note 13 - Stock-Based Compensation

The Company has adopted equity plans that allow for grants of stock-based compensation awards. The following sections describe each of these plans.

#### *Wynn Resorts, Limited Second Amended and Restated 2014 Omnibus Incentive Plan (the "WRL Omnibus Plan")*

In January 2017, the Company adopted the WRL Omnibus Plan after approval from its stockholders, which was adopted for a period of 10 years. From time to time, the Company reserves additional shares of its common stock for issuance under the WRL Omnibus Plan. The WRL Omnibus Plan allows for the grant of stock options, restricted stock, restricted stock units, stock appreciation rights, performance awards, and other share-based awards to eligible participants.

In May 2024, the Company's shareholders approved an amendment to the WRL Omnibus Plan that increases the shares authorized for issuance by 2,000,000 shares, for an aggregate number of shares authorized for issuance to 7,909,390 shares.

As of December 31, 2024, the Company had 3,000,262 shares of its common stock available for grant as share-based awards under the WRL Omnibus Plan.

#### *Wynn Macau, Limited Share Option and Share Award Plans*

The Company's majority-owned subsidiary, WML, has two stock-based compensation plans that provide awards based on shares of WML's common stock. The shares available for issuance under these plans are separate and distinct from the common stock of Wynn Resorts' share plan and are not available for issuance for any awards under the Wynn Resorts share plan. The maximum number of shares which may be issued pursuant to WML's stock-based compensation plans is a combined aggregate of 523,843,160 shares. As of December 31, 2024, there were 512,897,160 shares available for issuance under WML's stock-based compensation plans.

#### *WML Share Option Plan ("WML Share Option Plan")*

WML adopted the WML Share Option Plan in May 2023 to supersede its share option plan adopted in May 2019. The WML share option plan allows for the grant of stock options to purchase shares of WML to eligible directors and employees of WML, its subsidiaries, and related entities, and service providers of WML and its subsidiaries. The WML Share Option Plan is administered by WML's board of directors, which has the discretion on the vesting and service requirements, exercise price, performance targets to exercise if applicable and other conditions, subject to certain limits. The WML Share Option Plan was adopted for a period of 10 years commencing from May 25, 2023.

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

*WML Employee Share Ownership Scheme (the "WML Share Award Plan")*

WML adopted the WML Share Award Plan in May 2023 to supersede its employee ownership scheme adopted on June 30, 2014. The Share Award Plan allows for the grant of nonvested shares of WML's common stock to eligible directors and employees of WML, its subsidiaries, and related entities, and service providers of WML and its subsidiaries. The WML Share Award Plan was adopted for a period of 10 years commencing from May 25, 2023.

*Stock Options*

The summary of stock option activity for the year ended December 31, 2024 is presented below:

	Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value
<b><i>WRL Omnibus Plan</i></b>				
Outstanding as of January 1, 2024	23,985	\$ 61.48		
Granted	—	\$ —		
Exercised	(17,285)	\$ 58.85		
Forfeited or expired	—	\$ —		
<b>Outstanding as of December 31, 2024</b>	<b>6,700</b>	<b>\$ 68.25</b>	<b>0.8</b>	<b>\$ 119,997</b>
Fully vested and expected to vest as of December 31, 2024	6,700	\$ 68.25	0.8	\$ 119,997
Exercisable as of December 31, 2024	6,700	\$ 68.25	0.8	\$ 119,997
<b><i>WML Share Option Plan</i></b>				
Outstanding as of January 1, 2024	37,220,400	\$ 1.52		
Granted	4,983,000	\$ 0.75		
Exercised	—	\$ —		
Forfeited or expired	(644,000)	\$ 4.00		
<b>Outstanding as of December 31, 2024</b>	<b>41,559,400</b>	<b>\$ 1.40</b>	<b>6.4</b>	<b>\$ 419,076</b>
Fully vested and expected to vest as of December 31, 2024	41,559,400	\$ 1.40	6.4	\$ 419,076
Exercisable as of December 31, 2024	24,287,400	\$ 1.75	5.2	\$ 167,630

The following is provided for stock options under the Company's stock-based compensation plans (in thousands, except weighted average grant date fair value):

	Year Ended December 31,		
	2024	2023	2022
<b><i>WRL Omnibus Plan<sup>(1)</sup></i></b>			
Weighted average grant date fair value	\$ —	\$ —	\$ 18.56
Intrinsic value of stock options exercised	\$ 832	\$ 1,475	\$ —
Cash received from the exercise of stock options	\$ 1,017	\$ 1,965	\$ —
<b><i>WML Share Option Plan<sup>(2)</sup></i></b>			
Weighted average grant date fair value	\$ 0.25	\$ 0.25	\$ 0.26
Intrinsic value of stock options exercised	\$ —	\$ —	\$ —
Cash received from the exercise of stock options	\$ —	\$ —	\$ —

(1) As of December 31, 2024, there was no unamortized compensation expense related to stock options.

(2) As of December 31, 2024, there was \$4.3 million of unamortized compensation expense related to stock options, which is expected to be recognized over a weighted average period of 3.26 years.

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

*Option Valuation Inputs*

The fair value of stock options granted under the WRL Omnibus Plan was estimated on the date of grant using the following weighted average assumption:

	Year Ended December 31,		
	2024	2023	2022
Expected dividend yield	— %	— %	— %
Expected volatility	— %	— %	56.9 %
Risk-free interest rate	— %	— %	2.7 %
Expected term (years)	—	—	1.8

The fair value of stock options granted under WML's Share Option Plan was estimated on the date of grant using the following weighted average assumptions:

	Year Ended December 31,		
	2024	2023	2022
Expected dividend yield	5.4 %	5.7 %	1.3 %
Expected volatility	54.2 %	53.8 %	45.7 %
Risk-free interest rate	3.1 %	3.6 %	3.2 %
Expected term (years)	6.5	6.5	6.5

*Nonvested and performance nonvested shares*

The summary of nonvested and performance nonvested share activity under the Company's stock-based compensation plans for the year ended December 31, 2024 is presented below:

	Shares	Weighted Average Grant Date Fair Value
<b><i>WRL Omnibus Plan</i></b>		
Nonvested as of January 1, 2024	977,658	\$ 96.63
Granted	597,633	\$ 93.12
Vested	(526,612)	\$ 94.62
Forfeited	(29,708)	\$ 102.97
<b>Nonvested as of December 31, 2024</b>	<b>1,018,971</b>	<b>\$ 95.52</b>
<b><i>WML Share Award Plan</i></b>		
Nonvested as of January 1, 2024	22,331,806	\$ 0.92
Granted	8,931,255	\$ 0.90
Vested	(5,487,607)	\$ 1.04
Forfeited	(1,253,005)	\$ 0.95
<b>Nonvested as of December 31, 2024</b>	<b>24,522,449</b>	<b>\$ 0.89</b>

Certain members of the executive management team receive grants of nonvested share awards that are subject to service and performance conditions. Generally, these awards vest if certain fair share metrics (as approved by the Company's Compensation Committee of the Board of Directors) are attained over a one-, two-, or three-year performance period. The Company records expense for these awards if it determines that vesting is probable. At December 31, 2024, all performance nonvested awards were deemed to be probable of vesting; however, none of the performance criteria contingencies have been resolved. The activity for these performance nonvested shares is included in the table above.

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

The following is provided for the share awards under the Company's stock-based compensation plans (in thousands, except weighted average grant date fair value):

	Year Ended December 31,		
	2024	2023	2022
<b>WRL Omnibus Plan</b>			
Weighted average grant date fair value	\$ 93.12	\$ 94.13	\$ 62.34
Fair value of shares vested	\$ 49,544	\$ 56,689	\$ 52,965
<b>WML Share Award Plan</b>			
Weighted average grant date fair value	\$ 0.90	\$ 1.08	\$ 0.62
Fair value of shares vested	\$ 4,422	\$ 3,941	\$ 20,547

As of December 31, 2024, there was \$54.5 million of unamortized compensation expense related to nonvested shares under the WRL Omnibus Plan, which is expected to be recognized over a weighted average period of 1.88 years. As of December 31, 2024, there was \$11.2 million of unamortized compensation expense under the WML Share Award Plan, which is expected to be recognized over a weighted average period of 2.09 years.

*Performance Share Units ("PSUs")*

Certain members of the Wynn Resorts executive management team receive grants of PSUs that are subject to service and market conditions. Each PSU represents the right to receive between 0 and 1.6 shares of Wynn Resorts common stock depending on the performance of the common stock over a three-year period. The summary of PSU activity during the year ended December 31, 2024 is provided below:

	Units	Weighted Average Grant Date Fair Value
Nonvested as of January 1, 2024	24,910	\$ 121.70
Granted	25,885	\$ 110.40
Vested	—	\$ —
Forfeited	—	\$ —
<b>Nonvested as of December 31, 2024</b>	<b>50,795</b>	<b>\$ 115.94</b>

The fair value of PSUs granted under the WRL Omnibus Plan was estimated on the date of grant using the following weighted average assumptions:

	Year Ended December 31,	
	2024	2023
Expected volatility	45 %	55 %
Risk-free interest rate	4.1 %	3.8 %

*Annual Incentive Bonus*

Certain members of the Company's 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 \$7.8 million, \$8.0 million and \$6.6 million for each of the years ended December 31, 2024, 2023 and 2022, respectively. The Company settled its obligations for the 2024, 2023, and 2022 annual incentive bonuses by issuing 94,350, 84,130, and 67,320 of vested shares with a weighted-average grant date fair value of \$82.45, \$95.26, and \$98.61, in January of the respective following year.

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

*Compensation Cost*

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

	Year Ended December 31,		
	2024	2023	2022
Casino	\$ 3,065	\$ 2,163	\$ 12,401
Rooms	1,028	800	1,252
Food and beverage	2,197	1,636	2,417
Entertainment, retail and other	1,108	8,230	10,964
General and administrative	51,631	51,686	40,593
<b>Total stock-based compensation expense</b>	<b>59,029</b>	<b>64,515</b>	<b>67,627</b>
Total stock-based compensation capitalized	5,242	5,268	3,246
<b>Total stock-based compensation costs</b>	<b>\$ 64,271</b>	<b>\$ 69,783</b>	<b>\$ 70,873</b>

During the years ended December 31, 2024, 2023 and 2022, the Company recognized income tax benefits related to stock-based compensation expense in the Consolidated Statements of Operations of \$9.9 million, \$10.0 million, and \$9.3 million, respectively. Additionally, during the years ended December 31, 2024, 2023, and 2022, the Company realized tax benefits related to stock option exercises and restricted stock vesting of \$5.8 million, \$7.5 million, and \$8.9 million, respectively.

**Note 14 - Income Taxes**

Consolidated income (loss) before taxes for United States ("U.S.") and foreign operations consisted of the following (in thousands):

	Year Ended December 31,		
	2024	2023	2022
United States	\$ 251,003	\$ 142,775	\$ 339,513
Foreign	392,395	142,608	(1,039,549)
<b>Total</b>	<b>\$ 643,398</b>	<b>\$ 285,383</b>	<b>\$ (700,036)</b>

The income tax provision (benefit) attributable to income before income taxes is as follows (in thousands):

	December 31,		
	2024	2023	2022
<b>Current</b>			
U.S. Federal	\$ 894	\$ (248)	\$ 825
U.S. State	9,496	6,337	2,882
Foreign	141	(194)	2,510
<b>Total</b>	<b>10,531</b>	<b>5,895</b>	<b>6,217</b>
<b>Deferred</b>			
U.S. Federal	(4,585)	(483,786)	1,450
U.S. State	(2,264)	(20,310)	1,674
Foreign	—	1,367	(9)
<b>Total</b>	<b>(6,849)</b>	<b>(502,729)</b>	<b>3,115</b>
<b>Total income tax provision (benefit)</b>	<b>\$ 3,682</b>	<b>\$ (496,834)</b>	<b>\$ 9,332</b>

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

The reconciliation of the U.S. federal statutory tax rate to the actual tax rate is as follows:

	December 31,		
	2024	2023	2022
U.S. Federal statutory rate	21.0 %	21.0 %	21.0 %
State tax	1.0 %	(2.8) %	0.3 %
Foreign tax credits, net of valuation allowance	(12.2) %	(139.8) %	12.5 %
Non-taxable foreign income	(6.3) %	(9.6) %	(5.7) %
Foreign tax rate differential	(3.9) %	0.4 %	(17.0) %
Valuation allowance, other	(6.6) %	(43.8) %	(3.1) %
Other, net	7.6 %	0.5 %	(9.3) %
<b>Effective income tax rate</b>	<b>0.6 %</b>	<b>(174.1) %</b>	<b>(1.3) %</b>

In 2024, Wynn Macau SA received an exemption from Macau's 12% Complementary Tax on casino gaming profits from January 1, 2023 through December 31, 2027. For the year ended December 31, 2023, the Company was exempt from the payment of Macau Complementary Tax totaling \$77.4 million or \$0.69 per diluted share. For the year ended December 31, 2024, the Company was exempt from the payment of Macau Complementary Tax totaling \$107.3 million or \$0.97 per diluted share. The Company's non-gaming profits remain subject to the Macau Complementary Tax and its casino winnings remain subject to the Macau special gaming tax and other levies in accordance with its concession agreement.

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

The tax effects of significant temporary differences representing net deferred tax assets and liabilities consisted of the following (in thousands):

	December 31,	
	2024	2023
<b>Deferred tax assets—U.S.:</b>		
Foreign tax credit carryforwards	\$ 533,473	\$ 1,244,149
Disallowed interest expense carryforward	157,586	156,224
Net operating loss carryforward	169,598	160,778
Lease liability	370,110	371,032
Property and equipment	72,286	50,903
Receivables, inventories, accrued liabilities and other	21,491	21,854
Stock-based compensation	9,020	9,984
Other tax credit carryforwards	21,562	19,813
Intangibles and related other	36,371	41,914
Other	1,858	—
	<b>1,393,355</b>	<b>2,076,651</b>
Less: valuation allowance	(479,854)	(1,172,982)
	<b>913,501</b>	<b>903,669</b>
<b>Deferred tax liabilities—U.S.:</b>		
Leased asset	(370,110)	(371,032)
Prepaid insurance, maintenance and taxes	(15,447)	(16,186)
Other	(20,228)	(15,584)
	<b>(405,785)</b>	<b>(402,802)</b>
<b>Deferred tax assets—Foreign:</b>		
Net operating loss carryforwards	32,114	78,842
Property and equipment	91,884	87,849
Other	2,952	3,275
	<b>126,950</b>	<b>169,966</b>
Less: valuation allowance	(124,791)	(167,599)
	<b>2,159</b>	<b>2,367</b>
<b>Deferred tax liabilities—Foreign:</b>		
Property and equipment	(2,159)	(2,357)
	<b>(2,159)</b>	<b>(2,357)</b>
<b>Net deferred tax asset</b>	<b>\$ 507,716</b>	<b>\$ 500,877</b>

As of December 31, 2024, the Company had foreign tax credit ("FTC") carryforwards (net of uncertain tax positions) of \$533.5 million. Of this amount, \$47.2 million will expire in 2025, and \$486.3 million will expire in 2027. The Company has a disallowed interest carryforward of \$688.3 million which does not expire. As of December 31, 2024, the Company had U.S. federal and state tax loss carryforwards of \$658.9 million. As of December 31, 2023, the Company had U.S. federal and state tax loss carryforwards of \$624.6 million. U.S. federal tax loss carryforwards do not expire. State net operating losses generally carry forward 20 years and will begin to expire in 2040. The Company has foreign tax losses available of \$38.2 million, \$55.1 million and \$154.6 million related to losses incurred in the tax years ended December 31, 2024, 2023 and 2022, respectively. The majority of foreign tax loss carryforwards expire in 2027, 2026, and 2025, respectively.

The Company records valuation allowances on certain of its U.S. and foreign deferred tax assets. In assessing the need for a valuation allowance, the Company considers 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 is given to all positive and negative evidence including recent operating

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

profitability, forecast of future earnings, ability to carry back, the reversal of net taxable temporary differences, the duration of statutory carryforward periods and tax planning strategies. The need for valuation allowances against deferred tax assets will be assessed on a continuous basis and, as a result, the allowance may increase or decrease based on changes in facts and circumstances.

In 2024, the Company recorded a \$735.9 million net decrease to valuation allowances, including a \$693.3 million decrease to valuation allowance on FTC carryforwards. Of the \$693.3 million net decrease, \$614.9 million relates to expirations of FTCs in 2024 and the remaining \$78.4 million represents FTCs more likely than not to be realized based on changes in future taxable income and tax planning strategies.

In 2023, the Company considered both the achievement of sustained profitability and cumulative income as well as forecasted income and tax planning strategies to be significant forms of positive evidence. The Company determined that the positive evidence outweighed the negative evidence and supported a release of a portion of the valuation allowance. Therefore, the Company recorded a \$1.10 billion net decrease to valuation allowances, including a \$971.7 million decrease to valuation allowance on FTC carryforwards. Of the \$971.7 million decrease, \$97.5 million related to utilization and \$572.6 million related to expirations of FTCs in 2023. The remaining \$301.6 million represented FTCs more likely than not to be realized based on future taxable income and tax planning strategies. The Company also recorded a \$158.0 million decrease in valuation allowance on disallowed interest expense carryforward.

As of December 31, 2024 and 2023, the Company had valuation allowances provided on its deferred tax assets as follows (in thousands):

	December 31,	
	2024	2023
Foreign tax credits	\$ 247,973	\$ 941,249
Intangible assets	36,850	46,084
U.S. loss carryforwards	169,598	160,778
Other U.S. deferred tax assets	25,432	24,872
Foreign loss carryforwards	32,674	80,569
Other foreign deferred tax assets	92,118	87,029
<b>Total</b>	<b>\$ 604,645</b>	<b>\$ 1,340,581</b>

The Company had the following activity for unrecognized tax benefits as follows (in thousands):

	December 31,		
	2024	2023	2022
Balance at beginning of period	\$ 135,671	\$ 135,979	\$ 141,515
Increases based on tax positions of the current year	11,635	15,818	12,068
Reductions based on tax positions of prior years	—	—	(2,637)
Reductions due to lapse in statutes of limitations	(16,288)	(16,126)	(14,967)
<b>Balance at end of period</b>	<b>\$ 131,018</b>	<b>\$ 135,671</b>	<b>\$ 135,979</b>

As of December 31, 2024, 2023 and 2022, unrecognized tax benefits of \$130.9 million, \$135.7 million and \$135.9 million, respectively, were recorded as reductions in deferred income taxes, net. The Company had \$0.1 million of unrecognized tax benefits recorded in other long-term liabilities as of December 31, 2024. The Company had no unrecognized tax benefits recorded in other long-term liabilities as of December 31, 2023 and 2022.

As of December 31, 2024, 2023 and 2022, \$65.8 million, \$69.0 million and \$69.0 million, respectively, of unrecognized tax benefits would, if recognized, impact the effective tax rate.

The Company recognizes penalties and interest related to unrecognized tax benefits in the provision for income taxes. During each of the years ended December 31, 2024, 2023 and 2022, the Company recognized no interest and penalties.

The Company anticipates that the 2020 statute of limitations will expire in the next 12 months for certain foreign tax jurisdictions. Also, the Company's unrecognized tax benefits include certain income tax accounting methods, which govern the

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

timing and deductibility of income tax deductions. As a result, the Company's unrecognized tax benefits could increase up to \$2.6 million over the next 12 months.

The Company files income tax returns in the U.S. federal jurisdiction, various states and foreign jurisdictions. The Company's income tax returns are subject to examination by the IRS and other tax authorities in the locations where it operates. The Company's 2002 to 2020 domestic income tax returns remain subject to examination by the IRS to the extent tax attributes carryforward to future years. The Company's 2021 to 2023 domestic income tax returns also remain subject to examination by the IRS. The Company's 2020 to 2023 Macau income tax returns remain subject to examination by the Financial Services Bureau.

The Company has participated in the IRS Compliance Assurance Program ("CAP") for the 2012 through 2024 tax years and will continue to participate in the IRS CAP for the 2025 tax year.

In January 2025, the Financial Services Bureau commenced an examination of the 2021 Macau income tax return of Wynn Macau SA.

On December 31, 2024, 2023 and 2022, the statute of limitations for the 2019, 2018, and 2017 Macau Complementary tax return expired, respectively. As a result of the expiration of the statute of limitations for the Macau Complementary Tax return, the total amount of unrecognized tax benefits decreased by \$16.3 million, \$16.1 million, and \$15.0 million, respectively.

**Note 15 - Earnings Per Share**

Basic earnings per share ("EPS") is computed by dividing net income (loss) attributable to Wynn Resorts 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, adjusted for the potential dilutive impact assuming that the conversion of the WML Convertible Bonds occurred as of the date of their issuance under the if-converted method, 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, to the extent such impact is not anti-dilutive. Potentially dilutive securities include share-based awards outstanding under the WRL Omnibus Plan.

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):

	Year Ended December 31,		
	2024	2023	2022
<b>Numerator:</b>			
<b>Net income (loss) attributable to Wynn Resorts, Limited - basic</b>	<b>\$ 501,078</b>	<b>\$ 729,994</b>	<b>\$ (423,856)</b>
Effect of dilutive securities of Wynn Resorts, Limited subsidiaries:			
Assumed conversion of WML Convertible Bonds	(21,005)	(16,495)	—
<b>Net income (loss) attributable to Wynn Resorts, Limited - diluted</b>	<b>\$ 480,073</b>	<b>\$ 713,499</b>	<b>\$ (423,856)</b>
<b>Denominator:</b>			
Weighted average common shares outstanding	109,966	112,523	113,623
Potential dilutive effect of stock options, nonvested, and performance nonvested shares	301	332	—
<b>Weighted average common and common equivalent shares outstanding</b>	<b>110,267</b>	<b>112,855</b>	<b>113,623</b>
Net income (loss) attributable to Wynn Resorts, Limited per common share, basic	\$ 4.56	\$ 6.49	\$ (3.73)
Net income (loss) attributable to Wynn Resorts, Limited per common share, diluted	\$ 4.35	\$ 6.32	\$ (3.73)
Anti-dilutive stock options, nonvested, and performance nonvested shares excluded from the calculation of diluted net income per share	310	238	895

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

**Note 16 - Leases**
*Lessee Arrangements*

The following table summarizes the balance sheet classification of the Company's lease assets and liabilities (in thousands):

	Balance Sheet Classification	December 31,	
		2024	2023
<b>Assets</b>			
Operating leases	Operating lease assets	\$ 1,797,276	\$ 1,832,896
Finance leases	Property and equipment, net	\$ 94,656	\$ 43,078
<b>Current liabilities</b>			
Operating leases	Other accrued liabilities	\$ 10,869	\$ 9,295
Finance leases	Other accrued liabilities	\$ 18,367	\$ 13,412
<b>Non-current liabilities</b>			
Operating leases	Long-term operating lease liabilities	\$ 1,623,890	\$ 1,631,749
Finance leases	Other long-term liabilities	\$ 71,592	\$ 24,028

The following tables disclose the components of the Company's lease cost, supplemental cash flow disclosures, and other information regarding the Company's lease arrangements (in thousands):

	Year Ended December 31,		
	2024	2023	2022
<b>Lease cost:</b>			
Operating lease cost	\$ 17,146	\$ 17,173	\$ 18,321
Triple-net operating lease cost related to Encore Boston Harbor	141,576	141,722	11,773
Short-term lease cost	30,443	27,468	21,060
Amortization of leasehold interests in land	13,704	13,666	13,728
Variable lease cost	2,493	1,868	1,081
Finance lease interest cost	3,391	2,363	2,131
<b>Total lease cost</b>	<b>\$ 208,753</b>	<b>\$ 204,260</b>	<b>\$ 68,094</b>

	Year Ended December 31,		
	2024	2023	2022
<b>Supplemental cash flow disclosures:</b>			
Operating lease liabilities arising from obtaining operating lease assets	\$ 3,803	\$ 26,657	\$ 1,519,628
Finance lease liabilities arising from obtaining finance lease assets	\$ 80,021	\$ 8,842	\$ 5,906
<b>Cash paid for amounts included in the measurement of lease liabilities:</b>			
Cash used in operating activities - Operating leases	\$ 141,004	\$ 139,054	\$ 26,094
Cash used in financing activities - Finance leases	\$ 19,219	\$ 19,267	\$ 18,188

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

	Year Ended December 31,		
	2024	2023	2022
<b>Other information:</b>			
Weighted-average remaining lease term - Operating leases	29.1 years	30.1 years	31.1 years
Weighted-average remaining lease term - Finance leases	10.5 years	19.7 years	16.0 years
Weighted-average discount rate - Operating leases	8.0 %	8.0 %	8.0 %
Weighted-average discount rate - Finance leases	6.3 %	5.8 %	5.0 %

The following table presents an analysis of lease liability maturities as of December 31, 2024 (in thousands):

Year Ending December 31,	Operating Leases	Finance Leases
2025	\$ 141,522	\$ 23,412
2026	142,422	23,080
2027	144,767	22,175
2028	145,727	17,377
2029	147,932	989
Thereafter	3,680,177	60,806
<b>Total undiscounted cash flows</b>	<b>\$ 4,402,547</b>	<b>\$ 147,839</b>
Present value		
Short-term lease liabilities	\$ 10,869	\$ 18,367
Long-term lease liabilities	1,623,890	71,592
<b>Total lease liabilities</b>	<b>\$ 1,634,759</b>	<b>\$ 89,959</b>
<b>Interest on lease liabilities</b>	<b>\$ 2,767,788</b>	<b>\$ 57,880</b>

*Encore Boston Harbor Lease*

The Company leases the real estate assets of Encore Boston Harbor pursuant to a triple-net operating lease agreement with an initial term of 30 years from December 2022 to November 2052, which may be renewed for one additional thirty-year term. The lease has an initial base rent of \$100 million per year, which increases at a fixed rate of 1.75% per year for the first ten years and the greater of 1.75% or change in consumer price index, subject to a cap of 2.5%, each year for the remaining term of the lease. In addition, certain fixed payments in lieu of taxes ("PILOT") made on behalf of the lessor are included in lease payments for the purpose of measuring the associated operating lease assets and liabilities.

The lease payments, inclusive of PILOT payments, are \$126.4 million in 2025, \$128.8 million in 2026, \$131.3 million in 2027, \$133.7 million in 2028, \$136.3 million in 2029, and \$3.29 billion thereafter. At December 31, 2024 and 2023, the total liability associated with the lease was \$1.51 billion.

*Ground Leases*

*Undeveloped Land - Las Vegas*

The Company leases approximately 16 acres of undeveloped land on Las Vegas Boulevard directly across from Wynn Las Vegas in Las Vegas, Nevada, pursuant to a lease agreement which expires in 2097. The ground lease payments, which increase at a fixed rate over the term of the lease, are \$4.0 million per year from 2025 to 2029 and total payments of \$343.8 million thereafter. As of December 31, 2024 and 2023, the liability associated with this lease was \$65.2 million and \$64.8 million, respectively.

At December 31, 2024 and 2023, operating lease assets included approximately \$81.3 million and \$82.5 million, respectively, related to an amount allocated to the leasehold interest in land upon the acquisition of a group of assets in 2018.

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

The Company expects that the amortization of this amount will be \$1.1 million each year from 2025 through 2029 and \$0.7 million in 2030.

*Macau Land Concessions*

Wynn Palace and Wynn Macau were built on land that is leased under Macau land concession contracts each with terms of 25 years from May 2012 and August 2004, respectively, which may be renewed with government approval for successive 10-year periods in accordance with Macau legislation. The land concession payments are expected to be \$1.5 million per year through 2028, \$1.3 million in 2029, and total payments of \$7.2 million thereafter through 2037. At December 31, 2024 and 2023, the total liability associated with these leases was \$9.8 million and \$10.4 million, respectively.

At December 31, 2024 and 2023, operating lease assets included \$129.5 million and \$141.2 million of leasehold interests in land related to the Wynn Palace and Wynn Macau land concessions. The Company expects that the amortization associated with these leasehold interests will be approximately \$12.6 million per year from 2025 through 2028, approximately \$11.3 million in 2029, approximately \$9.2 million per year from 2030 through 2036 and approximately \$3.1 million in 2037.

*Lessor Arrangements*

The following table presents the minimum and contingent operating lease income for the periods presented (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Minimum rental income	\$ 138,604	\$ 131,901	\$ 126,226
Contingent rental income	66,526	96,831	62,586
<b>Total rental income</b>	<b>\$ 205,130</b>	<b>\$ 228,732</b>	<b>\$ 188,812</b>

The following table presents the future minimum rentals to be received under operating leases (in thousands):

Year Ending December 31,	Operating Leases
2025	\$ 135,387
2026	104,509
2027	86,405
2028	59,360
2029	33,977
Thereafter	93,451
<b>Total future minimum rentals</b>	<b>\$ 513,089</b>

**Note 17 - Related Party Transactions**

*Wynn Al Marjan Island Agreements*

In 2022, the Company, its co-investors in Wynn Al Marjan Island, and Island 3 entered into agreements whereby the Company has agreed to perform certain design and development services with respect to Wynn Al Marjan Island as well as certain related preopening services, in exchange for the reimbursement of its costs incurred in performing such services. The Company has additionally agreed to perform management services at Wynn Al Marjan Island upon its opening, expected to be in 2027. The Company billed Island 3 \$49.5 million and \$28.3 million for reimbursable costs during the years ended December 31, 2024 and 2023, respectively. As of December 31, 2024 and 2023, the Company was owed \$6.9 million and \$8.7 million, respectively, by Island 3, for reimbursable costs recorded in "Prepaid expenses and other" in the accompanying consolidated balance sheets.

In February 2025, a wholly-owned subsidiary of Island 3 entered into a financing arrangement to fund the construction of Wynn Al Marjan Island, in connection with which the Company and the government of Ras Al Khaimah entered into a completion guarantee agreement, as described in Note 18, "Commitments and Contingencies."

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

### *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, reimbursement of expenses and the grant of certain complimentary privileges. The term of the Cooperation Agreement expires on the date that Mr. Satre no longer serves as Chair of the Board, unless earlier terminated pursuant to the circumstances described in the Cooperation Agreement.

### *Amounts Due to Officers, Directors and Former Directors*

The Company periodically provides services to certain executive officers, directors or former directors of the Company, including the personal use of employees, construction work and other personal services, for which the officers, directors or former directors reimburse the Company. The Company requires prepayment for any such services, which amounts are replenished on an ongoing basis as needed. As of December 31, 2024 and 2023, these net deposit balances with the Company were immaterial, as were the services provided.

## **Note 18 - Commitments and Contingencies**

### *Macau Gaming Concession*

In addition to the fixed and variable gaming premium and property transfer agreement payment obligations as described in Note 5, "Property and Equipment, net" and Note 6, "Goodwill and Intangible Assets, net," Wynn Macau SA committed to make certain non-gaming and gaming investments in the amount of MOP21.03 billion (approximately \$2.63 billion) over the course of the ten-year term of the Gaming Concession Contract. MOP19.80 billion (approximately \$2.48 billion) of the committed investment will be used for non-gaming capital projects and event programming in connection with, among others, attraction of foreign tourists, conventions and exhibitions, entertainment performances, sports events, culture and art, health and wellness, themed amusement, gastronomy, community tourism and maritime tourism.

Additionally, Wynn Macau SA committed to make the following payments throughout the term of the Gaming Concession Contract:

(i) Special gaming premium - The Company is obligated to pay a special annual gaming premium if the average of the gross gaming revenues of the Company's gaming tables and gaming machines is lower than a certain minimum amount determined by the Macau government. A minimum average annual gross gaming revenue of MOP7.0 million (approximately \$0.9 million) per gaming table and MOP300,000 (approximately \$38 thousand) per gaming machine has been set by Macau government. If Wynn Macau SA fails to reach such minimum gross gaming revenue, Wynn Macau SA will be required to pay a special premium equal to the difference between the special gaming tax calculated based on the actual gross gaming revenue and that of such minimum gross gaming revenue. No special gaming premium was paid for the year ended December 31, 2024 and 2023.

(ii) Special levies, totaling 5% of gross gaming revenues. The Macau government may reduce the special levies payable by Wynn Macau SA (1) based on Wynn Macau SA's contribution to the attraction of tourists who enter Macau for tourism and business purposes and hold travel documents issued by countries or regions other than the People's Republic of China; (2) if Wynn Macau SA's operations are adversely affected by abnormal, unpredictable or force majeure circumstances associated with the prevailing economic conditions of Macau; or (3) factors as determined by the Chief Executive of Macau;

(iii) Special gaming tax assessed at the rate of 35% of gross gaming revenue.

### *Wynn Al Marjan Island Funding Commitment*

In 2022, the Company, its co-investors in Wynn Al Marjan Island, and Island 3 entered into agreements whereby the Company is required to contribute capital to Island 3 to fund 40% of the project design and development costs in exchange for a pro-rata share of equity in Island 3. During the year ended December 31, 2024, the Company contributed \$541.7 million of cash into Island 3, bringing our life-to-date cash contributions to \$631.7 million. The cash contributed during the year was used primarily to fund our pro rata portion of the purchase of approximately 155 acres of land underlying the Wynn Al Marjan Island development site, including the remaining 70 acres of land on Island 3 for potential future development (the "Marjan Land

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

Bank"). The remaining 40% pro-rata share of the required equity for the construction of Wynn Al Marjan Island is estimated to be between \$700 million and \$775 million inclusive of capitalized interest, fees, and certain improvements on the Island. Wynn Al Marjan Island is currently expected to open in 2027.

In February 2025, Wynn Al Marjan Island FZ-LLC (the "Borrower"), a wholly-owned subsidiary of Island 3, an unconsolidated affiliate, entered into a facility agreement with a syndicate of lenders (the "Al Marjan Facility Agreement") which provides the Borrower with approximately \$2.4 billion (or equivalent in local currency) delayed draw secured term loan facility to finance the development of Wynn Al Marjan Island (the "Al Marjan Facility").

The Company is not a party to the Al Marjan Facility Agreement, but as a condition precedent to the Al Marjan Facility being made available to the Borrower, the Company and the government of Ras Al Khaimah, acting through the Investment and Development Office of Ras Al Khaimah (collectively the "Al Marjan Guarantors"), entered into a guarantee (the "Completion Guarantee") in favor of First Abu Dhabi Bank PJSC, as security agent for itself and the other secured parties (collectively, the "Secured Parties") under the Al Marjan Facility Agreement (the "Security Agent").

Under the terms of the Completion Guarantee, the Al Marjan Guarantors, irrevocably and unconditionally jointly and severally, (a) have guaranteed to each Secured Party punctual performance by the Borrower of certain of its obligations under the Al Marjan Facility Agreement, and (b) have undertaken with each Secured Party: (i) to provide, within 10 business days upon receiving written demand by the Security Agent, (A) sufficient funds to ensure that practical completion of the project (as provided in the Al Marjan Facility Agreement) takes place no later than June 30, 2028 and (B) to fund amounts equal to any project cost overruns, to the extent the Borrower fails to fund such overruns; and (ii) to pay, whenever the Borrower does not pay, interest, commitment fees and other finance costs payable under the Al Marjan Facility Agreement as well as scheduled payments under any interest rate hedging agreement.

In addition, upon the occurrence of certain specified events of default, change of control events or credit rating downgrades under the Al Marjan Facility Agreement or the occurrence of certain commercial gaming license related events (including, among others, the loss of the commercial gaming license permitting the Borrower to conduct commercial gaming at the project and as further provided in the Al Marjan Facility Agreement), the Al Marjan Guarantors, irrevocably and unconditionally jointly and severally, have undertaken to pay, to the extent the Borrower does not pay, all then outstanding principal, interest, hedging liabilities and any and all other amounts and expenses then due and payable under the Al Marjan Facility Agreement and related agreements, within 10 business days upon receiving written demand by the Security Agent (or, in respect of the occurrence of certain commercial gaming license related events, if later, on the date falling 180 days following the occurrence of such event).

The guarantees and undertakings provided by the Al Marjan Guarantors under the Completion Guarantee terminate on the earlier of: (1) the date on which all secured liabilities under the Al Marjan Facility Agreement have been paid in full, and (2) the date of practical completion of the project.

#### *Employment Agreements*

The Company has entered into employment agreements with several executive officers, other members of management and certain key employees. These agreements generally have three- to five-year terms and typically indicate a base salary and often contain provisions for discretionary bonuses. Certain of the executives are also entitled to a separation payment if terminated without "cause" or upon voluntary termination of employment for "good reason" following a "change of control" (as these terms are defined in the employment contracts). As of December 31, 2024, future payment amounts of \$106.9 million, \$70.2 million, \$32.3 million, \$4.6 million, \$1.5 million, and \$1.3 million will be paid during the years ending December 31, 2025, 2026, 2027, 2028, 2029, and thereafter, respectively.

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

### *Other Commitments*

The Company has additional commitments for open purchase orders, construction contracts, payment obligations to communities surrounding Encore Boston Harbor, and performance and other miscellaneous contracts. As of December 31, 2024, the Company was obligated under these arrangements to make future minimum payments as follows (in thousands):

<b>Year Ending December 31,</b>		
2025	\$	328,603
2026		65,906
2027		42,341
2028		34,726
2029		29,764
Thereafter		78,873
<b>Total minimum payments</b>	<b>\$</b>	<b>580,213</b>

### *Letters of Credit*

As of December 31, 2024, the Company had outstanding letters of credit of \$14.7 million.

### *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.

### *Securities Class Action*

On February 20, 2018, a putative 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 alleged, among other things, certain violations of federal securities laws and sought to recover unspecified damages as well as attorneys' fees, costs and related expenses for the plaintiffs. On July 28, 2021, the court dismissed certain of plaintiffs' claims, including all claims against current CEO Craig Billings and the individual directors, and allowed other claims to proceed against the Company and several of the Company's former executive officers, including Matthew Maddox, Stephen A. Wynn, Kimmarie Sinatra, and Steven Cootey. On March 2, 2023, the court granted the plaintiffs' motion for class certification and appointed lead counsel. On August 22, 2024, the parties reached an agreement to settle the action, in its entirety, for the amount of \$70.0 million, of which the Company contributed \$9.4 million. The court preliminarily approved the settlement on October 10, 2024, and issued its final approval of the settlement on January 27, 2025. The Company's \$9.4 million net contribution toward the settlement is recorded within Property charges and other expenses within the accompanying Consolidated Statements of Operations for the year ended December 31, 2024.

### *Federal Investigation*

From time to time, the Company receives regulatory inquiries about compliance with anti-money laundering laws. The Company received requests for information from the U.S. Attorney's Office for the Southern District of California ("USAO") relating to its anti-money laundering policies and procedures, and beginning in 2020 received several grand jury subpoenas regarding various transactions at Wynn Las Vegas relating to certain patrons and agents who reside or operate in foreign jurisdictions. On September 6, 2024, Wynn Las Vegas entered into a non-prosecution agreement (the "NPA") with the USAO and the United States Department of Justice (the "DOJ") resolving such investigation. Pursuant to the NPA, Wynn Las Vegas agreed to forfeit \$130.0 million in funds involved in transactions at issue and continue to make certain enhancements to its compliance program. The DOJ agreed that, subject to Wynn Las Vegas's fulfillment of its obligations under the NPA, it will not bring any criminal charges against Wynn Las Vegas concerning the subject matter of its investigation, subject to standard reservations of rights and certain reserved claims. In reaching the resolution set forth in the NPA, the DOJ took into account the

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

historical nature of the transactions at issue; Wynn Las Vegas's cooperation with the DOJ's multi-year investigation; that Wynn Las Vegas no longer employs or is affiliated with any of the individuals implicated in the transactions at issue; and Wynn Las Vegas's extensive remedial measures, many of which were undertaken prior to the parties entering into the NPA. The NPA resolves all prior U.S. federal regulatory inquiries commenced in or about 2014 regarding compliance by Wynn Las Vegas with 18 U.S.C. § 1960 and the Bank Secrecy Act. The \$130.0 million forfeiture is recorded within Property charges and other expenses within the accompanying Consolidated Statements of Operations for the year ended December 31, 2024. As set forth in the NPA, Wynn Las Vegas paid \$65.0 million in 2024 and recorded the remaining \$65.0 million (which will be paid in 2025) in Other accrued liabilities on the Consolidated Balance Sheet as of December 31, 2024.

**Note 19 - Retail Joint Venture**

In December 2016, the Company entered into the Retail Joint Venture with Crown Acquisitions Inc. ("Crown") to own and operate approximately 88,000 square feet of existing retail space at Wynn Las Vegas. In November 2017 and March 2022, the Company contributed approximately 74,000 square feet and 70,000 square feet of additional retail space to the Retail Joint Venture. 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 December 31, 2024 and 2023, the Retail Joint Venture had total assets of \$100.3 million and \$102.5 million, respectively, and total liabilities of \$605.8 million and \$621.9 million, respectively. The Retail Joint Venture's total liabilities as of December 31, 2024 and 2023 included long-term debt of \$597.3 million and \$614.1 million, respectively, net of debt issuance costs, related to the outstanding borrowings under the Retail Term Loan.

**Note 20 - Segment Information**

The Company has identified its reportable segments based on factors such as geography, regulatory environment, the Company's organizational and management reporting structure and the information reviewed by its chief operating decision maker, the Company's Chief Executive Officer. The primary profitability measure used by the Company's CEO to review segment operating results and allocate resources is Adjusted Property EBITDAR.

The Company has identified the following reportable segments: (i) Wynn Macau, representing the aggregate of Wynn Macau and Encore, an expansion at Wynn Macau, which are managed as a single integrated resort; (ii) Wynn Palace; (iii) Las Vegas Operations, representing the aggregate of Wynn Las Vegas, Encore, an expansion at Wynn Las Vegas, and the Retail Joint Venture, which are managed as a single integrated resort; and (iv) Encore Boston Harbor. For geographical reporting purposes, Wynn Macau, Wynn Palace, and Other Macau (which represents the assets of the Company's Macau holding company and other ancillary entities) have been aggregated into Macau Operations. Corporate and other is presented solely for the purpose of reconciliation and is not a reportable segment. During the twelve months ended December 31, 2024, Wynn Interactive Ltd. no longer met the requirements for a reportable segment. As a result, its assets and results of operations are presented in Corporate and other and previous period amounts have been reclassified to be consistent with the current period presentation.

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

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**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (continued)**

	Year Ended December 31, 2024					Total
	Wynn Palace	Wynn Macau	Las Vegas Operations	Encore Boston Harbor	Corporate and Other	
<b>Operating revenues</b>						
Casino	\$ 1,795,604	\$ 1,230,351	\$ 600,088	\$ 635,314	\$ —	\$ 4,261,357
Rooms	202,936	100,631	845,660	92,831	—	1,242,058
Food and beverage	125,398	80,779	778,538	84,402	—	1,069,117
Entertainment, retail and other <sup>(1)</sup>	93,733	52,885	347,627	44,617	16,567	555,429
<b>Total operating revenues</b>	<b>2,217,671</b>	<b>1,464,646</b>	<b>2,571,913</b>	<b>857,164</b>	<b>16,567</b>	<b>7,127,961</b>
Cost of revenue <sup>(2)</sup>	533,331	410,810	1,549,877	422,974	17,283	
Gaming taxes <sup>(3)</sup>	950,630	611,984	75,274	187,062	3,819	
<b>Adjusted Property EBITDAR<sup>(4)</sup></b>	<b>\$ 733,710</b>	<b>\$ 441,852</b>	<b>\$ 946,762</b>	<b>\$ 247,128</b>	<b>\$ (4,535)</b>	<b>\$ 2,364,917</b>
<b>Other operating expenses</b>						
Pre-opening						9,355
Depreciation and amortization						658,895
Property charges and other <sup>(5)</sup>						215,095
Corporate expense and other						148,236
Stock-based compensation						59,029
Triple-net operating lease expense						141,576
<b>Total other operating expenses</b>						<b>1,232,186</b>
<b>Operating income</b>						<b>1,132,731</b>
<b>Other non-operating income and expenses</b>						
Interest income						130,342
Interest expense, net of amounts capitalized						(688,410)
Change in derivatives fair value						42,478
Loss on debt financing transactions						(2,913)
Other						29,170
<b>Total other non-operating income and expenses</b>						<b>(489,333)</b>
<b>Income before income taxes</b>						<b>643,398</b>
Provision for income taxes						(3,682)
<b>Net income</b>						<b>639,716</b>
Net income attributable to noncontrolling interests						(138,638)
<b>Net income attributable to Wynn Resorts, Limited</b>						<b>\$ 501,078</b>

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

	Year Ended December 31, 2023					Total
	Wynn Palace	Wynn Macau	Las Vegas Operations	Encore Boston Harbor	Corporate and Other	
<b>Operating revenues</b>						
Casino	\$ 1,471,280	\$ 970,269	\$ 628,185	\$ 648,668	\$ —	\$ 3,718,402
Rooms	201,783	109,308	784,385	90,195	—	1,185,671
Food and beverage	104,566	68,017	770,401	85,653	—	1,028,637
Entertainment, retail and other <sup>(1)</sup>	109,215	65,940	297,635	41,270	85,127	599,187
<b>Total operating revenues</b>	<b>1,886,844</b>	<b>1,213,534</b>	<b>2,480,606</b>	<b>865,786</b>	<b>85,127</b>	<b>6,531,897</b>
Cost of revenue <sup>(2)</sup>	486,909	378,178	1,458,789	418,784	106,752	
Gaming taxes <sup>(3)</sup>	784,089	497,265	75,574	189,593	21,021	
<b>Adjusted Property EBITDAR<sup>(4)</sup></b>	<b>\$ 615,846</b>	<b>\$ 338,091</b>	<b>\$ 946,243</b>	<b>\$ 257,409</b>	<b>\$ (42,646)</b>	<b>\$ 2,114,943</b>
<b>Other operating expenses</b>						
Pre-opening						9,468
Depreciation and amortization						687,270
Impairment of goodwill and intangible assets						94,490
Property charges and other <sup>(5)</sup>						130,877
Corporate expense and other						146,430
Stock-based compensation						64,515
Triple-net operating lease expense						141,722
<b>Total other operating expenses</b>						<b>1,274,772</b>
<b>Operating income</b>						<b>840,171</b>
<b>Other non-operating income and expenses</b>						
Interest income						175,785
Interest expense, net of amounts capitalized						(751,509)
Change in derivatives fair value						45,098
Loss on debt financing transactions						(12,683)
Other						(11,479)
<b>Total other non-operating income and expenses</b>						<b>(554,788)</b>
<b>Income before income taxes</b>						<b>285,383</b>
Benefit for income taxes						496,834
<b>Net income</b>						<b>782,217</b>
Net loss attributable to noncontrolling interests						(52,223)
<b>Net income attributable to Wynn Resorts, Limited</b>						<b>\$ 729,994</b>

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

	Year Ended December 31, 2022					Total
	Wynn Palace	Wynn Macau	Las Vegas Operations	Encore Boston Harbor	Corporate and Other	
<b>Operating revenues</b>						
Casino	\$ 255,886	\$ 216,639	\$ 535,279	\$ 624,738	\$ —	\$ 1,632,541
Rooms	40,079	25,691	651,291	85,078	—	802,138
Food and beverage	35,546	25,334	702,515	82,818	—	846,214
Entertainment, retail and other <sup>(1)</sup>	78,778	43,585	243,051	38,439	72,078	475,932
<b>Total operating revenues</b>	<b>410,289</b>	<b>311,249</b>	<b>2,132,136</b>	<b>831,073</b>	<b>72,078</b>	<b>3,756,825</b>
Cost of revenue <sup>(2)</sup>	365,064	319,443	1,265,818	405,413	148,233	
Gaming taxes <sup>(3)</sup>	141,782	115,853	65,223	182,274	22,335	
<b>Adjusted Property EBITDAR<sup>(4)</sup></b>	<b>\$ (96,557)</b>	<b>\$ (124,047)</b>	<b>\$ 801,095</b>	<b>\$ 243,386</b>	<b>\$ (98,490)</b>	<b>\$ 725,387</b>
<b>Other operating expenses</b>						
Pre-opening						20,643
Depreciation and amortization						692,318
Gain on EBH Transactions, net						(181,989)
Impairment of goodwill and intangible assets						48,036
Property charges and other						65,116
Corporate expense and other						102,539
Stock-based compensation						67,627
Triple-net operating lease expense						11,773
<b>Total other operating expenses</b>						<b>826,063</b>
<b>Operating loss</b>						<b>(100,676)</b>
<b>Other non-operating income and expenses</b>						
Interest income						29,758
Interest expense, net of amounts capitalized						(650,885)
Change in derivatives fair value						15,956
Loss on debt financing transactions						—
Other						5,811
<b>Total other non-operating income and expenses</b>						<b>(599,360)</b>
<b>Loss before income taxes</b>						<b>(700,036)</b>
Provision for income taxes						(9,332)
<b>Net loss</b>						<b>(709,368)</b>
Net income attributable to noncontrolling interests						285,512
<b>Net loss attributable to Wynn Resorts, Limited</b>						<b>\$ (423,856)</b>

- (1) Except for Corporate and other, includes lease revenue accounted for under lease accounting guidance. For more information on leases, see Note 16, "Leases".  
(2) Primarily comprised of payroll, cost of goods sold, marketing, promotional, facilities, taxes and licenses (excluding gaming taxes) and other operating expenses.  
(3) For Las Vegas Operations, includes table and slot license fees.

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

- (4) "Adjusted Property EBITDAR" is net income (loss) before interest, income taxes, depreciation and amortization, pre-opening expenses, gain on EBH Transaction, net, impairment of goodwill and intangible assets, property charges and other expenses, triple-net operating lease rent expense related to Encore Boston Harbor, management and license fees, corporate expenses and other expenses (including intercompany golf course, meeting and convention, and water rights leases), stock-based compensation, change in derivatives fair value, loss on debt financing transactions, and other non-operating income and expenses. Adjusted Property EBITDAR 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 EBITDAR 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. The Company also presents Adjusted Property EBITDAR because it is used by some investors to measure a company's ability to incur and service debt, make capital expenditures and meet working capital requirements. Gaming companies have historically reported EBITDAR 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 EBITDAR 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 EBITDAR should not be considered as an alternative to operating income (loss) as an indicator of the Company's 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 (loss), Adjusted Property EBITDAR does not include depreciation or interest expense and therefore does not reflect current or future capital expenditures or the cost of capital. The Company has significant uses of cash flows, including capital expenditures, triple-net operating lease rent expense related to Encore Boston Harbor, interest payments, debt principal repayments, income taxes and other non-recurring charges, which are not reflected in Adjusted Property EBITDAR. Also, the Company's calculation of Adjusted Property EBITDAR may be different from the calculation methods used by other companies and, therefore, comparability may be limited.
- (5) For the year ended December 31, 2024, includes \$130.0 million of forfeitures pursuant to the NPA, the Company's \$9.4 million contribution towards a legal settlement, \$16.9 million of contract termination and other costs related to the closure of Wynn Interactive's digital sports betting and casino gaming business. Property charges and other expenses for the year ended December 31, 2024 also included \$61.5 million of expensed project costs related to a discontinued development project, partially offset by a gain of \$24.6 million related to the sale of certain Wynn Interactive assets. For the year ended December 31, 2023, includes \$94.9 million related to the Company's decision to cease operating Wynn Interactive's online sports betting and iGaming platform in certain jurisdictions.

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

	Year Ended December 31,		
	2024	2023	2022
<b>Capital expenditures</b>			
Macau Operations:			
Wynn Palace	\$ 107,458	\$ 66,262	\$ 31,946
Wynn Macau	57,669	25,602	13,003
<b>Total Macau Operations</b>	<b>165,127</b>	<b>91,864</b>	<b>44,949</b>
Las Vegas Operations	159,789	187,150	226,386
Encore Boston Harbor	32,652	70,578	20,187
Corporate and other	62,361	93,201	8,605
<b>Total</b>	<b>\$ 419,929</b>	<b>\$ 442,793</b>	<b>\$ 300,127</b>

	December 31,		
	2024	2023	2022
<b>Assets</b>			
Macau Operations:			
Wynn Palace	\$ 2,813,190	\$ 2,936,264	\$ 2,884,073
Wynn Macau	1,412,795	1,864,211	1,430,051
Other Macau	778,928	886,175	268,017
<b>Total Macau Operations</b>	<b>5,004,913</b>	<b>5,686,650</b>	<b>4,582,141</b>
Las Vegas Operations	3,157,399	3,173,247	3,168,597
Encore Boston Harbor	1,980,420	2,006,565	2,080,424
Corporate and other	2,835,231	3,129,761	3,583,938
<b>Total</b>	<b>\$ 12,977,963</b>	<b>\$ 13,996,223</b>	<b>\$ 13,415,100</b>

	December 31,		
	2024	2023	2022
<b>Long-lived assets</b>			
Macau	\$ 3,095,411	\$ 3,191,134	\$ 3,382,284
United States	6,019,723	5,585,943	5,570,249
<b>Total</b>	<b>\$ 9,115,134</b>	<b>\$ 8,777,077</b>	<b>\$ 8,952,533</b>

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

**Quarterly Consolidated Financial Information (Unaudited)**

The following tables (in thousands, except per share data) present selected quarterly financial information for 2024 and 2023, as previously reported. Because income (loss) per share amounts are calculated using the weighted average number of common and dilutive common equivalent shares outstanding during each quarter, the sum of the per share amounts for the four quarters may not equal the total income per share amounts for the year.

	Year Ended December 31, 2024				
	First	Second	Third	Fourth	Year
Operating revenues	\$ 1,862,909	\$ 1,732,932	\$ 1,693,323	\$ 1,838,797	\$ 7,127,961
Operating income	\$ 362,941	\$ 269,658	\$ 133,237	\$ 366,895	\$ 1,132,731
Net income (loss)	\$ 176,498	\$ 146,273	\$ (5,415)	\$ 322,360	\$ 639,716
Net income (loss) attributable to Wynn Resorts, Limited	\$ 144,216	\$ 111,943	\$ (32,053)	\$ 276,972	\$ 501,078
Basic income (loss) per share	\$ 1.30	\$ 1.01	\$ (0.29)	\$ 2.56	\$ 4.56
Diluted income (loss) per share	\$ 1.30	\$ 0.91	\$ (0.29)	\$ 2.29	\$ 4.35

	Year Ended December 31, 2023				
	First	Second	Third	Fourth	Year
Operating revenues	\$ 1,423,679	\$ 1,595,822	\$ 1,671,936	\$ 1,840,460	\$ 6,531,897
Operating income	\$ 169,515	\$ 250,336	\$ 62,595	\$ 357,725	\$ 840,171
Net income (loss)	\$ 1,146	\$ 127,835	\$ (120,541)	\$ 773,777	\$ 782,217
Net income (loss) attributable to Wynn Resorts, Limited	\$ 12,332	\$ 105,184	\$ (116,678)	\$ 729,156	\$ 729,994
Basic income (loss) per share	\$ 0.11	\$ 0.93	\$ (1.03)	\$ 6.53	\$ 6.49
Diluted income (loss) per share	\$ (0.02)	\$ 0.84	\$ (1.03)	\$ 6.19	\$ 6.32

## **Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

None.

### **Item 9A. Controls and Procedures**

#### **Disclosure Controls and Procedures**

The Company's management, with the participation of the Company's Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), 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 annual 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 CEO and CFO have concluded that, as of the period covered by this annual report, 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 CEO and CFO, as appropriate to allow timely decisions regarding required disclosure.

#### **Management's Report on Internal Control Over Financial Reporting**

Management of the Company is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rule 13a-15(f) and 15d-15(f) under the Exchange Act.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risks that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate. Management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2024. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO") in *Internal Control-Integrated Framework* (2013). Based on our assessment, management believes that, as of December 31, 2024, our internal control over financial reporting was effective based on those criteria.

The effectiveness of our internal control over financial reporting as of December 31, 2024 has been audited by Ernst & Young, LLP, an independent registered public accounting firm. Their attestation report appears under "Report of Independent Registered Public Accounting Firm on Internal Control Over Financial Reporting."

#### **Changes in 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 ended December 31, 2024 that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

### **Item 9B. Other Information**

#### *Insider Trading Arrangements.*

None of the Company's directors or officers (as defined in Section 16 of the Exchange Act) adopted or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement" (each as defined in Item 408(a) and (c) of Regulation S-K) during the Company's fiscal quarter ended December 31, 2024.

### **Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections**

Not applicable.

## PART III

### Item 10. Directors, Executive Officers and Corporate Governance

The information required by this item will be contained in the Registrant's definitive Proxy Statement for its 2025 Annual Meeting of Shareholders to be filed with the Securities and Exchange Commission within 120 days after December 31, 2024 (the "2025 Proxy Statement") under the captions "Election of Directors," "Executive Officers," "Governance" and "Delinquent Section 16(a) Reports," and is incorporated herein by reference.

As part of the Company's commitment to integrity, the Board of Directors has adopted a Code of Business Conduct and Ethics ("Code") applicable to all directors, officers and employees of the Company and its subsidiaries. This Code is periodically reviewed by the Board of Directors. In the event we determine to amend certain provisions of this Code, or the Board of Directors grants any waivers of its requirements for any of our directors or executive officers, we intend to disclose such amendments or waivers on our website at <https://wynnresortslimited.gcs-web.com/corporate-governance/code-business-conduct-and-ethics> to the extent required by the Nasdaq listing standards.

### Item 11. Executive Compensation

The information called for by this item will be contained in the 2025 Proxy Statement under the captions "Non-Employee Director Compensation Table," "Compensation Committee Report," "Executive Compensation Tables," "Summary Compensation Table" and "Compensation Discussion and Analysis" and is incorporated herein by reference. Although the Compensation Committee Report is being incorporated herein by reference, it shall not be deemed to be "filed" for purposes of Section 18 of the Exchange Act.

### Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Certain information required by this item will be contained in the 2025 Proxy Statement under the caption "Certain Beneficial Ownership and Management" and is incorporated herein by reference.

### Securities Authorized for Issuance Under Equity Compensation Plans

The following table summarizes compensation plans under which our equity securities are authorized for issuance, aggregated as to: (i) all compensation plans previously approved by stockholders, and (ii) all compensation plans not previously approved by stockholders.

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights (a)	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights (b)	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans (Excluding Securities Reflected in Column (a)) (c)
Equity compensation plans approved by security holders	6,700	\$ 68.25	3,000,262
Equity compensation plans not approved by security holders	—	—	—
<b>Total</b>	<b>6,700</b>	<b>\$ 68.25</b>	<b>3,000,262</b>

### Item 13. Certain Relationships and Related Transactions, and Director Independence

The information called for by this item will be contained in the 2025 Proxy Statement under the captions "Certain Relationships and Transactions" and "Governance" and is incorporated herein by reference.

### Item 14. Principal Accountant Fees and Services

The information called for by this item will be contained in the 2025 Proxy Statement under the caption "Ratification of Appointment of Registered Public Accounting Firm" and is incorporated herein by reference.

## PART IV

### Item 15. Exhibits and Financial Statement Schedules

(a)1. The following consolidated financial statements of the Company are filed as part of this report under Item 8—"Financial Statements and Supplementary Data."

- Reports of Independent Registered Public Accounting Firm
- Consolidated Balance Sheets as of December 31, 2024 and 2023
- Consolidated Statements of Operations for the years ended December 31, 2024, 2023, and 2022
- Consolidated Statements of Comprehensive Income (Loss) for the years ended December 31, 2024, 2023, and 2022
- Consolidated Statements of Stockholders' Deficit for the years ended December 31, 2024, 2023, and 2022
- Consolidated Statements of Cash Flows for the years ended December 31, 2024, 2023, and 2022
- Notes to Consolidated Financial Statements
- Quarterly Consolidated Financial Information (Unaudited)

(a)2. Financial Statement Schedule filed in Part IV of this report:

- Schedule II—Valuation and Qualifying Accounts

We have omitted all other financial statement schedules because they are not required or are not applicable, or the required information is shown in the consolidated financial statements or notes to the consolidated financial statements.

### SCHEDULE II—VALUATION AND QUALIFYING ACCOUNTS

(in thousands)

Description	Balance at Beginning of Year	Provision for Credit Losses	Write-offs, Net of Recoveries	Balance at End of Year
<b>Allowance for credit losses:</b>				
2024	\$ 40,075	4,986	(7,367)	\$ 37,694
2023	\$ 78,842	(3,964)	(34,803)	\$ 40,075
2022	\$ 111,319	(7,295)	(25,182)	\$ 78,842

Description	Balance at Beginning of Year	Additions	Deductions	Balance at End of Year
<b>Deferred income tax asset valuation allowance:</b>				
2024	\$ 1,340,581	50,568	(786,504)	\$ 604,645
2023	\$ 2,437,202	96,623	(1,193,244)	\$ 1,340,581
2022	\$ 2,501,263	108,150	(172,211)	\$ 2,437,202

**(a)3. Exhibits**

Exhibits that are not filed herewith have been previously filed with the SEC and are incorporated herein by reference.

Exhibit No.	Description	Incorporated by Reference	
		Form	Filing Date
2.1	<a href="#">Equity Purchase Agreement, dated as of February 14, 2022 by and between Wynn MA, LLC and Realty Income Corporation.</a>	8-K	2/14/2022
3.1	<a href="#">Third Amended and Restated Articles of Incorporation of the Registrant.</a>	10-Q	5/8/2015
3.2	<a href="#">Ninth Amended and Restated Bylaws of the Registrant.</a>	10-K	2/28/2020
4.1.0	<a href="#">Specimen certificate for shares of Common Stock, \$0.01 par value per share of the Registrant.</a>	S-1	10/7/2002
4.1.1	<a href="#">Indenture, dated as of April 14, 2020, by and among Wynn Resorts Finance, LLC, and Wynn Resorts Capital Corp., as joint and several obligors and the Guarantors named therein and U.S. Bank National Association, as trustee.</a>	10-Q	5/8/2020
4.1.2	<a href="#">Indenture, dated as of June 17, 2020, by and between Wynn Macau, Limited and Deutsche Bank Trust Company Americas, as trustee, related to senior notes due 2026.</a>	10-Q	8/6/2020
4.1.3	<a href="#">Indenture, dated as of August 26, 2020, by and between Wynn Macau, Limited and Deutsche Bank Trust Company Americas, as trustee, related to senior notes due 2028.</a>	10-Q	11/9/2020
4.1.4	<a href="#">Supplemental Indenture, dated February 23, 2024, by and among Wynn Resorts Finance, LLC, and Wynn Resorts Capital Corp., as joint and several obligors and the Guarantors named therein and U.S. Bank National Association, as trustee.</a>	8-K	2/23/2024
4.1.5	<a href="#">Indenture, dated September 20, 2024, by and among Wynn Resorts Finance, LLC, and Wynn Resorts Capital Corp., as joint and several obligors and the Guarantors named therein and U.S. Bank National Association, as trustee.</a>	8-K	9/20/2024
4.2	<a href="#">Description of Registrant's Securities.</a>	10-K	2/23/2024
4.3	<a href="#">Indenture, dated as of May 22, 2013, by and among Wynn Las Vegas, LLC, Wynn Las Vegas Capital Corp., the Guarantors named therein and U.S. Bank National Association, as trustee.</a>	8-K	5/22/2013
4.4	<a href="#">Supplemental Indenture, dated as of February 18, 2015, to Indenture, dated as of May 22, 2013, by and among Wynn Las Vegas, LLC, Wynn Las Vegas Capital Corp., the Guarantors named therein and U.S. Bank National Association, as trustee.</a>	10-K	3/2/2015
4.5	<a href="#">Second Supplemental Indenture, dated as of March 20, 2018, to Indenture, dated as of May 22, 2013, by and among Wynn Las Vegas, LLC, Wynn Las Vegas Capital Corp., the guarantors party thereto and U.S. Bank National Association.</a>	8-K	3/21/2018
4.6	<a href="#">Indenture, dated as of February 18, 2015, by and among Wynn Las Vegas, LLC, Wynn Las Vegas Capital Corp., the Guarantors named therein and U.S. Bank National Association, as trustee.</a>	8-K	2/18/2015
4.7	<a href="#">Indenture, dated as of May 11, 2017, by and among Wynn Las Vegas, LLC, Wynn Las Vegas Capital Corp., the Guarantors named therein and U.S. Bank National Association, as trustee.</a>	8-K	5/11/2017
4.8	<a href="#">Indenture, dated as of September 20, 2017, by and between Wynn Macau, Limited and Deutsche Bank Trust Company Americas, as trustee, relating to senior notes due 2024.</a>	10-Q	11/8/2017
4.9	<a href="#">Indenture, dated as of September 20, 2017, by and between Wynn Macau, Limited and Deutsche Bank Trust Company Americas, as trustee, relating to senior notes due 2027.</a>	10-Q	11/8/2017
4.10	<a href="#">Indenture, dated as of December 17, 2019, by and between Wynn Macau, Limited and Deutsche Bank Trust Company Americas, as trustee, related to senior notes due 2029.</a>	10-K	2/28/2020
4.11	<a href="#">Indenture, dated as of September 20, 2019, by and among Wynn Resorts Finance, LLC, and Wynn Resorts Capital Corp., as joint and several obligors and the Guarantors named therein and U.S. Bank National Association, as trustee.</a>	10-Q	11/6/2019

4.12	<a href="#"><u>Indenture, dated as of February 16, 2023, by and among Wynn Resorts Finance, LLC, and Wynn Resorts Capital Corp., as joint and several obligors and the Guarantors named therein and U.S. Bank National Association, as trustee.</u></a>	8-K	2/16/2023
4.13	<a href="#"><u>Trust Deed, dated as of March 7, 2023, by and between Wynn Macau, Limited and DB Trustees (Hong Kong) Limited, as trustee, relating to convertible bonds due 2029 convertible into ordinary shares of Wynn Macau, Limited.</u></a>	8-K	3/7/2023
4.14	<a href="#"><u>Agency Agreement, dated as of March 7, 2023, by and between Wynn Macau, Limited, DB Trustees (Hong Kong) Limited, as trustee, and Deutsche Bank Trust Company Americas, as principal paying agent, principal conversion agent, transfer agent and registrar, relating to convertible bonds due 2029 convertible into ordinary shares of Wynn Macau, Limited.</u></a>	8-K	3/7/2023
4.15	<a href="#"><u>Indenture, dated September 20, 2024, by and among Wynn Resorts Finance, LLC, and Wynn Resorts Capital Corp., as joint and several obligors and the Guarantors named therein and U.S. Bank National Association, as trustee.</u></a>	8-K	9/20/2024
10.1.0	<a href="#"><u>Credit Agreement, dated as of September 20, 2019, by and among Wynn Resorts Finance, LLC, as borrower, the subsidiaries of borrower party hereto, as guarantors, Deutsche Bank AG New York Branch, as administrative agent and as collateral agent.</u></a>	10-Q	11/6/2019
10.1.1	<a href="#"><u>Incremental Joinder Agreement No. 1, dated as of March 8, 2019, by and among Wynn Resorts, Limited, as borrower, Wynn Group Asia, Inc. and Wynn Resorts Holdings, LLC, as Guarantors, and Deutsche Bank AG New York Branch, as administrative agent.</u></a>	10-Q	5/9/2019
10.1.2	<a href="#"><u>First Amendment to Credit Agreement, dated as of April 10, 2020, by and among Wynn Resorts Finance, LLC, as borrower, the subsidiaries of borrower party hereto, as guarantors, Deutsche Bank AG New York Branch, as administrative agent and as collateral agent.</u></a>	10-Q	5/8/2020
10.1.3	<a href="#"><u>First Amendment to Term Loan Agreement, dated as of May 5, 2020, 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 the lenders party thereto.</u></a>	10-Q	8/6/2020
10.1.4	<a href="#"><u>Amendment No. 2 to Credit Agreement, dated as of November 27, 2020, by and among Wynn Resorts Finance, LLC, as borrower, the subsidiaries of borrower party hereto, as guarantors, Deutsche Bank AG New York Branch, as administrative agent.</u></a>	10-K	2/26/2021
10.1.5	<a href="#"><u>Amendment No. 3 to Credit Agreement, dated as of May 17, 2023, by and among Wynn Resorts Finance, LLC, as borrower, the subsidiaries of borrower party hereto, as guarantors, Deutsche Bank AG New York Branch, as administrative agent.</u></a>	8-K	5/17/2023
10.1.6	<a href="#"><u>Exhibit A to Amendment No. 3 - Credit Agreement, dated as of September 20, 2019 (as amended by Amendment No. 1 dated as of April 10, 2020, Amendment No. 2 dated as of November 27, 2020, and Amendment No. 3 dated as of May 17, 2023), by and among Wynn Resorts Finance, LLC, as borrower, the subsidiaries of borrower party hereto, as guarantors, Deutsche Bank AG New York Branch, as administrative agent and as collateral agent.</u></a>	8-K	5/17/2023
10.1.7	<a href="#"><u>Concession Extension Contract for the Operation of Games of Chance or Other Games in Casinos in the Macau Special Administrative Region, dated June 23, 2022, between the Macau Special Administrative Region and Wynn Resorts (Macau), S.A.</u></a>	10-Q	8/9/2022
10.1.8	<a href="#"><u>Lease, dated as of December 1, 2022 by and among EBH MA Property, LLC, MDC Encore Holdings, LLC, Wynn MA, LLC and Everett Property, LLC.</u></a>	8-K	12/1/2022
10.1.9	<a href="#"><u>Amendment No. 4 to Credit Agreement, dated as of September 16, 2024, by and among Wynn Resorts Finance, LLC, as borrower, the subsidiaries of borrower party hereto, as guarantors, Deutsche Bank AG New York Branch, as administrative agent.</u></a>	8-K	9/16/2024
10.1.10	<a href="#"><u>Exhibit A to Amendment No. 4 - Credit Agreement, dated as of September 20, 2019 (as amended by Amendment No. 1 dated as of April 10, 2020, Amendment No. 2 dated as of November 27, 2020, and Amendment No. 3 dated as of May 17, 2023, Amendment No. 4 dated as of September 16, 2024), by and among Wynn Resorts Finance, LLC, as borrower, the subsidiaries of borrower party hereto, as guarantors, Deutsche Bank AG New York Branch, as administrative agent and as collateral agent.</u></a>	8-K	9/16/2024

10.2.1	<a href="#"><u>Common Terms Agreement Sixth Amendment Agreement, dated December 21, 2018, between, among others, Wynn Resorts (Macau) S.A. as the company and Bank of China Limited, Macau Branch as security agent.</u></a>	10-Q	2/28/2018
10.2.2	<a href="#"><u>Term Facility Agreement Fifth Amendment Agreement, dated December 21, 2018, by and among Wynn Resorts (Macau) S.A. and Bank of China Limited, Macau Branch as Hotel Facility Agent and Hotel Facility Lender.</u></a>	10-Q	2/28/2018
10.2.3	<a href="#"><u>Revolving Credit Facility Agreement Second Amendment Agreement, dated as of December 21, 2018, by and among Wynn Resorts (Macau) S.A. and Bank of China Limited, Macau Branch as Revolving Credit Facility Agent and Revolving Credit Facility Lender.</u></a>	10-Q	2/28/2018
10.2.4	<a href="#"><u>Common Terms Agreement Fifth Amendment Agreement, dated September 30, 2015, between, among others, Wynn Resorts (Macau) S.A. as the company and Bank of China Limited, Macau Branch as security agent.</u></a>	10-Q	11/6/2015
10.2.5	<a href="#"><u>Term Facility Agreement Fourth Amendment Agreement, dated September 30, 2015, by and among Wynn Resorts (Macau) S.A. and Bank of China Limited, Macau Branch as Hotel Facility Agent and Hotel Facility Lender.</u></a>	10-Q	11/6/2015
10.2.6	<a href="#"><u>Revolving Credit Facility Agreement Amendment Agreement, dated as of September 30, 2015, by and among Wynn Resorts (Macau) S.A. and Bank of China Limited, Macau Branch as Revolving Credit Facility Agent and Revolving Credit Facility Lender.</u></a>	10-Q	11/6/2015
10.2.7	<a href="#"><u>Debenture, dated as of September 14, 2004, between Wynn Resorts (Macau), S.A. and Société Générale, Hong Kong Branch as the Security Agent.</u></a>	10-Q	11/4/2004
10.2.8	<a href="#"><u>Second Amendment Agreement to the Existing Facility Agreement, dated as of September 20, 2024, by and among WM Cayman Holdings Limited II, as borrower, Wynn Macau, Limited, as guarantor, and Bank of China Limited, Macau Branch, as agent and a syndicate of lenders.</u></a>	8-K	9/23/2024
10.3.0	<a href="#"><u>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.</u></a>	10-Q	7/30/2018
10.3.0.1	<a href="#"><u>Second Amendment to Term Loan Agreement, dated as of June 2, 2023, 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 the lenders party thereto.</u></a>	8-K	6/5/2023
10.3.1	<a href="#"><u>Facility Agreement, dated as of September 16, 2021, by and among WM Cayman Holdings Limited II, as borrower, Wynn Macau, Limited, as guarantor, and Bank of China Limited, Macau Branch, as agent and a syndicate of lenders.</u></a>	10-Q	11/9/2021
10.3.2	<a href="#"><u>Amendment to the Facility Agreement, dated as of May 5, 2022, by and among WM Cayman Holdings Limited II, as borrower, Wynn Macau, Limited, as guarantor, and Bank of China Limited, Macau Branch, as agent and a syndicate of lenders.</u></a>	10-Q	5/10/2022
10.3.3	<a href="#"><u>Amendment and Restatement Agreement to Facility Agreement, dated as of June 27, 2023, by and among WM Cayman Holdings Limited II, as borrower, Wynn Macau, Limited, as guarantor, Bank of China Limited, Macau Branch, as agent and a syndicate of lenders party thereto.</u></a>	8-K	6/30/2023
10.3.4	<a href="#"><u>Third Amendment to Term Loan Agreement and First Amendment to Recourse Indemnity Agreement, dated as of October 2, 2024, 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 the guarantors and lenders party thereto.</u></a>	8-K	10/3/2024
10.4.1	<a href="#"><u>Concession Contract for the Operation of Games of Chance or Other Games in Casinos in the Macau Special Administrative Region, dated June 24, 2002, between the Macau Special Administrative Region and Wynn Resorts (Macau), S.A. (English translation of Portuguese version of Concession Agreement).</u></a>	10-Q	8/20/2002
10.4.2	<a href="#"><u>Concession Contract for Operating Casino Gaming or Other Forms of Gaming in the Macau Special Administrative Region, dated June 24, 2002, between the Macau Special Administrative Region and Wynn Resorts (Macau), S.A. (English translation of Chinese version of Concession Agreement).</u></a>	10-Q	9/18/2002

10.4.3	<a href="#">Unofficial English translation of Land Concession Contract between the Macau Special Administrative Region and Wynn Resorts (Macau), S.A.</a>	10-Q	8/3/2004
10.4.4	<a href="#">Land Concession Contract, published on May 2, 2012, by and among Palo Real Estate Company Limited, Wynn Resorts (Macau), S.A. and the Macau Special Administrative Region of the People's Republic of China (translated to English from traditional Chinese and Portuguese).</a>	10-Q	5/2/2012
10.4.5	<a href="#">Bank Guarantee Reimbursement Agreement, dated as of September 14, 2004, between Wynn Resorts (Macau), S.A. and Banco Nacional Ultramarino.</a>	10-Q	11/4/2004
10.4.6	<a href="#">Concession Contract for Operating Casino Gaming or Other Forms of Gaming in the Macau Special Administrative Region, dated December 16, 2022, between the Macau Special Administrative Region and Wynn Resorts (Macau), S.A. (English translation of Chinese version).</a>	10-K	2/27/2023
10.4.7	<a href="#">Deed of Reversion (Wynn Palace), dated as of December 30, 2022, by and among Wynn Resorts (Macau) S.A., Palo Real Estate Company Limited, and the Macau Special Administrative Region.</a>	10-K	2/27/2023
10.4.8	<a href="#">Deed of Reversion (Wynn Macau), dated as of December 30, 2022, by and among Wynn Resorts (Macau) S.A. and the Macau Special Administrative Region.</a>	10-K	2/27/2023
10.4.9	<a href="#">Handover Deed, dated as of December 30, 2022, by and between Wynn Resorts (Macau) S.A. and the Macau Special Administrative Region.</a>	10-K	2/27/2023
10.5.1	<a href="#">Corporate Allocation Agreement, dated as of September 19, 2009, by Wynn Macau, Limited and Wynn Resorts, Limited.</a>	10-Q	3/2/2015
10.5.2	<a href="#">Amended and Restated Corporate Allocation Agreement, dated as of September 19, 2009, by Wynn Resorts (Macau), S.A., and Wynn Resorts, Limited.</a>	10-Q	3/2/2015
10.5.3	<a href="#">Management Fee and Corporate Allocation Agreement, dated as of February 26, 2015, by and between Wynn Las Vegas, LLC and Wynn Resorts, Limited.</a>	10-Q	3/2/2015
10.5.4	<a href="#">Management Fee and Corporate Allocation Agreement, dated as of November 20, 2014, by and among Wynn MA, LLC and Wynn Resorts, Limited.</a>	10-Q	2/29/2016
10.6.1	<a href="#">Intellectual Property License Agreement, dated as of September 19, 2009, by and among Wynn Resorts Holdings, LLC, Wynn Resorts, Limited and Wynn Macau, Limited.</a>	10-Q	3/2/2015
10.6.2	<a href="#">Amended and Restated Intellectual Property License Agreement, dated as of September 19, 2009, by and among Wynn Resorts Holdings, LLC, Wynn Resorts, Limited and Wynn Resorts (Macau), S.A.</a>	10-Q	3/2/2015
10.6.3	<a href="#">2015 Intellectual Property License Agreement, dated as of February 26, 2015, by and between Wynn Resorts Holdings, LLC, Wynn Resorts, Limited and Wynn Las Vegas, LLC.</a>	10-Q	5/8/2015
10.6.4	<a href="#">2014 Intellectual Property License Agreement, dated as of November 20, 2014, by and between Wynn Resorts Holdings, LLC, Wynn Resorts, Limited and Wynn MA, LLC.</a>	10-Q	2/29/2016
10.6.5	<a href="#">Surname Rights Agreement, dated as of August 6, 2004, by and between Stephen A. Wynn and Wynn Resorts Holdings, LLC.</a>	10-Q	11/4/2004
10.6.6	<a href="#">Rights of Publicity License, dated as of August 6, 2004, by and between Stephen A. Wynn and Wynn Resorts Holdings, LLC.</a>	10-Q	11/4/2004
10.6.7	<a href="#">Intellectual Property License Agreement, dated as of January 1, 2025, by and between Wynn NKH, LLC, and Wynn Macau, Limited.</a>	10-K	*
10.6.8	<a href="#">Intellectual Property License Agreement, dated as of January 1, 2025, by and between Wynn NKH, LLC, and Wynn Resorts (Macau), S.A.</a>	10-K	*
10.6.9	<a href="#">Intellectual Property License Agreement, dated as of January 1, 2025, by and between Wynn Resorts, Holdings, LLC, Wynn Resorts, Limited and Wynn NKH, LLC.</a>	10-K	*
10.7.1	<a href="#">Second Amended and Restated Shareholders' Agreement, dated June 21, 2024, by and among Wynn Resorts, Limited, RAK Hospitality Holding LLC, Al Marjan Island LLC, Wynn Resorts FZ-LLC, RAK HH IR FZ-LLC, AMI Island 3 IR FZ-LLC and Island 3 AMI FZ-LLC.</a>	10-K	*
+10.7.2.0	<a href="#">Employment Agreement, dated as of January 27, 2017 by and between Wynn Resorts, Limited and Craig Billings.</a>	10-Q	5/4/2017

+10.7.2.1	<a href="#">First Amendment to Employment Agreement, dated as of April 17, 2018, by and between Wynn Resorts, Limited and Craig S. Billings.</a>	10-Q	5/9/2018
+10.7.2.2	<a href="#">Second Amendment to Employment Agreement, dated as of May 29, 2019, by and between Wynn Resorts, Limited and Craig Billings.</a>	10-Q	8/8/2019
+10.7.2.3	<a href="#">Third Amended and Restated Employment Agreement dated as of January 1, 2021, by and between Wynn Resorts, Limited and Craig S. Billings.</a>	10-K	2/26/2021
+10.7.2.4	<a href="#">Fourth Amended and Restated Employment Agreement dated as of May 24, 2021, by and between Wynn Resorts, Limited and Craig S. Billings.</a>	8-K	5/24/2021
+10.7.2.5	<a href="#">Employment Agreement, dated November 9, 2021, by and between Wynn Resorts, Limited and Craig S. Billings.</a>	10-Q	11/9/2021
+10.7.2.6	<a href="#">First Amendment to Employment Agreement, dated as of June 1, 2023, by and between Wynn Resorts, Limited and Craig S. Billings.</a>	8-K	6/2/2023
+10.7.3.0	<a href="#">Employment Agreement, dated as of August 2, 2018, by and between Wynn Resorts, Limited and Ellen Whittemore.</a>	10-Q	8/8/2018
+10.7.3.1	<a href="#">First Amendment to Employment Agreement, dated as of May 29, 2019, by and between Wynn Resorts, Limited and Ellen Whittemore.</a>	10-Q	8/8/2019
+10.7.3.2	<a href="#">Second Amended and Restated Employment Agreement dated as of January 1, 2021, by and between Wynn Resorts, Limited and Ellen F. Whittemore.</a>	10-K	2/26/2021
+10.7.3.3	<a href="#">Third Amended and Restated Employment Agreement dated as of January 12, 2022, by and between Wynn Resorts, Limited and Ellen F. Whittemore.</a>	10-K	2/28/2022
+10.7.4.0	<a href="#">Employment Agreement, dated as of December 7, 2021 by and between Wynn Resorts, Limited and Julie Cameron-Doe.</a>	10-K	2/28/2022
+10.7.4.1	<a href="#">First Amendment to Employment Agreement, dated as of April 13, 2022, by and between Wynn Resorts, Limited and Julie Cameron-Doe.</a>	10-Q	5/10/2022
+10.7.4.2	<a href="#">Second Amendment to Employment Agreement, dated as of June 1, 2023, by and between Wynn Resorts, Limited and Julie Cameron-Doe.</a>	8-K	6/2/2023
+10.7.5.1	<a href="#">Employment Agreement, dated as of September 15, 2024 by and between Wynn Resorts, Limited and Jacqui Krum.</a>	10-K	*
+10.7.5.2	<a href="#">First Amendment to Employment Agreement, dated as of November 25, 2024 by and between Wynn Resorts, Limited and Jacqui Krum.</a>	10-K	*
+10.8	<a href="#">Amended and Restated 2014 Omnibus Incentive Plan, dated January 1, 2017.</a>	10-Q	2/24/2017
+10.9	<a href="#">Second Amended and Restated 2014 Omnibus Incentive Plan</a>	S-8	8/12/2024
10.10	<a href="#">Cooperation Agreement, dated as of August 3, 2018, by and between Wynn Resorts, Limited and Elaine P. Wynn.</a>	10-Q	8/6/2018
10.11	<a href="#">Second Amended and Restated Shareholders' Agreement, dated as of January 14, 2016, by and among Wynn Resorts (Macau), Ltd., Wynn Resorts International, Ltd., Chen Chi Ling Linda and Wynn Resorts (Macau), S.A.</a>	10-Q	2/28/2018
10.12	<a href="#">Form of Indemnity Agreement.</a>	10-Q	9/18/2007
+10.13	<a href="#">Wynn Resorts, Limited Executive Retirement Plan</a>	10-K	2/23/2024
10.14	<a href="#">Guarantee, dated as of February 5, 2025, between the Government of Ras Al Khaimah acting through the Investment and Development Office of Ras Al Khaimah and Wynn Resorts, Limited in favor of First Abu Dhabi Bank PJSC for itself and as security agent for the other Secured Parties.</a>	8-K	2/6/2025
19.1	<a href="#">Wynn Resorts, Limited Insider Trading Policy.</a>	10-K	*
21.1	<a href="#">Subsidiaries of the Registrant.</a>	10-K	*
23.1	<a href="#">Consent of Ernst &amp; Young LLP, Independent Registered Accounting Firm.</a>	10-K	*
31.1	<a href="#">Certification of Chief Executive Officer of Periodic Report Pursuant to Rule 13a – 14(a) and Rule 15d – 14(a).</a>	10-K	*
31.2	<a href="#">Certification of Chief Financial Officer of Periodic Report pursuant to Rule 13a – 14(a) and Rule 15d – 14(a).</a>	10-K	*
32	<a href="#">Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350 (furnished herewith)</a>	10-K	*
97	<a href="#">Wynn Resorts, Limited Clawback Policy</a>	10-K	2/23/2024

101	The following material from Wynn Resorts, Limited's Annual Report on Form 10-K, formatted in Inline XBRL (Inline Extensible Business Reporting Language): (i) the Consolidated Balance Sheets as of December 31, 2024 and December 31, 2023; (ii) the Consolidated Statements of Operations for the years ended December 31, 2024, 2023, and 2022; (iii) the Consolidated Statements of Comprehensive Income (Loss) for the years ended December 31, 2024, 2023, and 2022; (iv) the Consolidated Statements of Stockholders' Deficit for the years ended December 31, 2024, 2023, and 2022; (v) the Consolidated Statements of Cash Flows for the years ended December 31, 2024, 2023 and 2022; and (vi) Notes to Consolidated Financial Statements. The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.	10-K	*
104	Cover Page Interactive Data File - The cover page XBRL tags are embedded within the Inline XBRL document.		

\* Filed herewith.

+ Denotes management contract or compensatory plan or arrangement.

#### **Item 16. Form 10-K Summary**

Not applicable.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) 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.

**WYNN RESORTS, LIMITED**

Dated: February 13, 2025

By: /s/ Craig S. Billings  
 Craig S. Billings  
 Chief Executive Officer (Principal Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Craig S. Billings</u> Craig S. Billings	Director, Chief Executive Officer (Principal Executive Officer)	February 13, 2025
<u>/s/ Julie Cameron-Doe</u> Julie Cameron-Doe	Chief Financial Officer (Principal Financial and Accounting Officer)	February 13, 2025
<u>/s/ Philip G. Satre</u> Philip G. Satre	Non-Executive Chair of the Board and Director	February 13, 2025
<u>/s/ Betsy S. Atkins</u> Betsy S. Atkins	Director	February 13, 2025
<u>/s/ Richard J. Byrne</u> Richard J. Byrne	Director	February 13, 2025
<u>/s/ Paul Liu</u> Paul Liu	Director	February 13, 2025
<u>/s/ Patricia Mulroy</u> Patricia Mulroy	Director	February 13, 2025
<u>/s/ Margaret J. Myers</u> Margaret J. Myers	Director	February 13, 2025
<u>/s/ Darnell Strom</u> Darnell Strom	Director	February 13, 2025
<u>/s/ Winifred Webb</u> Winifred Webb	Director	February 13, 2025

## INTELLECTUAL PROPERTY LICENSE AGREEMENT

This Intellectual Property License Agreement ("Agreement"), consisting of 15 pages, is dated as of the 1<sup>st</sup> day of January, 2025, by and among WYNN NKH, LLC, a Nevada Limited Liability Company (hereinafter "Licensor") and WYNN MACAU, LIMITED, an exempt company with limited liability under the laws of the Cayman Islands (hereinafter "Licensee").

### RECITALS

- A. Licensor is the licensee with the right to sublicense certain third party marks and works as defined herein including but not limited to the marks and works that are listed and described in attached Schedule A, and is the licensee of other third party rights and works as defined herein that are listed and described in attached Schedule B, and certain trade secrets, data and know-how that are listed and described in attached Schedule C (hereinafter, collectively, the "Licensed Property").
- B. Licensee owns and operates the Wynn Macau Casino Resort, the Encore at Wynn Macau, and Wynn Palace (collectively, the "Operations"), hotels and casino resorts with associated facilities in Macau Special Administration Region, People's Republic of China ("Macau").
- C. In order to successfully design, build, market, advertise, promote and/or operate any of the Operations, the Licensee desires to have the license to use the Licensed Property from the Licensor pursuant to the terms and conditions set forth in this Agreement.
- D. Licensee is party to an existing intellectual property license agreements regarding the Licensed Property (the "Existing IP Agreements"). This Agreement replaces the Existing IP Agreements to accommodate certain intercompany arrangements of Licensor. Save for the change of licensor from Wynn Resorts Holdings, LLC and Wynn Resorts, Limited to Licensor, the material terms and conditions of this Agreement remain substantially the same as those of the Existing IP Agreements.

Now, therefore, in consideration of the foregoing and the mutual promises contained herein, the parties have agreed as follows:

1. License. The Licensor grants the following licenses to the Licensee at the location specified herein.
  - 1.01 Licensor provides to Licensee a non-exclusive license and/or non exclusive sublicense to use the marks and works owned, or which will be owned, by the Licensor including but not limited to the marks and works listed in Schedule A, attached hereto, in connection with the operation, advertising, promotion, distribution and services of the Operations. The foregoing licenses granted in this Paragraph 1.01 shall hereinafter be known as the "Trademark License".

- 1.02 Licensor provides Licensee a non-exclusive sublicense to the works listed in Schedule B, attached hereto, in connection with the operation, advertising, promotion, distribution and services of the Operations. The foregoing licenses granted in this Paragraph 1.02 shall hereinafter be known as the "Copyright License".
- 1.03 Licensor provides to Licensee a non-exclusive license to use the data, trade secrets and know-how listed in Schedule C, attached hereto, developed by the Licensor and Affiliates and its employees, officers, directors and representatives, and such future items as may be provided from time to time for use in connection with the operation, advertising, promotion, distribution and services of the Operations. Licensor and Affiliates shall pay all costs associated with the development of such data, trade secrets and know how and shall also be responsible for providing Licensee updates or upgrades to such materials. Licensee shall reimburse all installation and/or training costs incurred by Licensor in connection with providing Licensee such information. The foregoing license shall hereinafter be known as the "Trade Secret and Know-How License".
- 1.04 Notwithstanding any other provision of this Agreement, including, without limitation, Sections 2.01 and 2.02 hereof, Licensee shall have the right to sublicense any or all of its rights under the Trademark License and the Copyright License to any sublessee permitted under the leases with respect to the hotel locations of the Licensee ("Approved Sublessee") located in Macau. The Trade Secret and Know-How License may not be sublicensed by the Licensee.
- 1.05 Licensee shall have the right to sublicense all of its rights and licenses granted pursuant to the Trademark License and the Copyright License in order to have persons other than Licensee produce and manufacture promotional products or the packaging thereof Licensee will identify its products and manufacturers for the products to Licensor upon request. Licensee agrees that any person or entity licensed to manufacture such products shall be prohibited from manufacturing, producing, selling, distributing, or shipping products other than to the Licensee, the Licensor, or Approved Sublessees. Licensee further agrees to enforce such prohibition at its own expense and upon reasonable demand by Licensor.

2. License Term.

- 2.01 This Agreement shall be effective as of January 1, 2025 and shall continue as to all non-expired and non-terminated locations, or until otherwise terminated under the provisions of this Agreement.
- 2.02 This Agreement is specific to the Licensee's operations located in Macau, but shall include the right to use the Licensed Property in all advertising, promotion and marketing materials worldwide and in any and all mediums now known or hereafter devised.

3. Royalties.

3.01 Licensee shall pay to Licensor an aggregate monthly licensing fee (the "Licensing Fee") for each of the licenses granted herein in the amount and in accordance with the payment schedule set forth in Schedule D. Any withholding taxes associated with such payments shall be made by Licensee and shall not be withheld from the payments described on Schedule D.

4. Quality Control.

4.01 Licensee agrees that the facilities, amenities, services and goods covered by this Agreement will be of high quality and that such amenities, services and products will be designed, manufactured, sold and distributed in full and complete compliance with all applicable laws of the relevant jurisdictions of the Operations. To this end, Licensee shall, before opening to the public and before advertising or promoting its hotel casino resort services to the public, first request that the Licensor inspect and approve (i) the facilities, and such approval shall not be unreasonably withheld; and (ii) any and all advertising, promotion, public relations material, merchandise, or promotional products ("Product Sample") before manufacture or production. Any Product Sample that contains any of the Licensed Property submitted to Licensor shall be deemed approved unless Licensor disapproves the same in writing within thirty (30) days after receipt by Licensor.

4.02 All promotional items and products manufactured or assembled outside of the United States shall be marketed in accordance with prevailing U.S. Customs and Federal Trade Commission and other applicable laws, rules and regulations. To the extent that the Licensor's obligations for quality control with and from its third party licensors may vary from time to time, Licensee agrees to accept and comply upon reasonable written notice, with such quality control provisions as may be required under the Licensor's license agreements with third parties from whom Licensor has obtained the rights to the Licensed Property.

4.03 Licensee acknowledges that providing substandard services or products would have an adverse effect upon the reputation of Licensor and any third party from whom Licensor has obtained such rights, including but not limited to the parties to the agreements listed on Schedule B. Accordingly, Licensee agrees to offer amenities or facilities of high quality standards and not to sell defective products (seconds) which bear the marks of the Licensed Property.

4.04 Licensee agrees to operate the Operations in a manner which meets or exceeds the following minimum quality standards: (a) the business shall be operated in compliance with all applicable laws and regulations of the relevant jurisdictions of the Operations, including, but not limited to, health, safety, fire and business codes, tax laws, gaming

laws and labor codes; (b) the business shall maintain all applicable business licenses, including, but not limited to, business, alcohol, and gaming; (c) the business shall be conducted in a professional and reputable manner, reasonably free from consumer complaints; (d) the premises shall be maintained in a pristine manner, consistently neat, clean and in proper repair and decor, in a highly sanitary condition, and all food and beverage services shall maintain the highest possible rating for cleanliness established by the governing entity for the site; (e) the business shall be operated in a manner that does not tarnish or diminish the value of the goodwill represented by the Licensed Property; and (f) the business shall be operated in a manner that does not adversely affect the goodwill or reputation of the Licensor and its affiliates or the Licensor's and its affiliates' ability to obtain or maintain licenses from any regulatory authority, including the Nevada Gaming Commission.

4.05 Licensor (directly or through its authorized agents) shall have the right to inspect the premises upon reasonable notice, at any time. If, at any time, the Licensee fails to operate the Operations in conformity with the quality standards set forth herein, Licensor shall notify Licensee in writing of any such deficiency. Licensee shall have thirty (30) days within which to cure such deficiency. If the Licensee fails to cure any such failure, then Licensor may, at its option, cure the failure and charge the Licensee for the expense of doing so. In the event that the cure cannot be accomplished within thirty (30) days, but the Licensee has made a good faith effort to effect the cure, Licensor may extend the period to cure for a reasonable time, at Licensor's sole and absolute discretion.

5. Goodwill. All goodwill arising from the use of the Licensed Property shall inure to the benefit of the Licensor, or the party from whom the Licensor obtained its rights.

6. Use of Licensed Property.

6.01 Licensee shall comply, within a period not to exceed thirty (30) days, with the commercially reasonable conditions set forth by the Licensor, in writing, from time to time, with respect to the style, appearance and manner of use of the Licensed Property and any trade secrets, data and know-how provided to the Licensee pursuant to this Agreement. The Licensee may not make any use of the Licensed Property that is not in compliance with this Agreement, unless Licensee obtains the prior written permission of Licensor. Licensor may, at its option, require that the Licensee, at Licensee's cost, place a notice or notices acceptable to the Licensor of the Licensor's respective registration of the marks, works or rights.

6.02 Licensee shall provide Licensor for prior approval copies of all print advertisements and marketing materials containing any of the Licensed Property prior to printing, publishing or distribution. Licensor shall not unreasonably withhold approval of such advertisements or marketing

materials, and any disapproval shall specify the basis for such disapproval. In the event that the Licensor does not approve or disapprove of such use within thirty (30) days of receipt, the use shall be deemed to be approved.

- 6.03 Licensee agrees not to use any of the Licensed Property in connection with any other trademark or service mark not owned by Licensor without the express written permission of Licensor. Licensor shall not unreasonably withhold approval of such use, and any disapproval shall be in writing specifying the basis for the disapproval. In the event that the Licensor does not approve or disapprove such request within thirty (30) days of receipt, such request shall be deemed approved.
- 6.04 Licensee will not permit any person or entity that leases, subleases or rents any portion of the Operations, to use any of the Licensed Property without a written agreement.

7. Termination.

- 7.01 Upon any breach of this Agreement by the Licensor, the Licensee shall provide written notice to the Licensor, describing the nature of the breach. Except as provided in Paragraph 7.04 herein, the Licensor shall have ten (10) days within which to cure the breach. If the breach is not cured within that period of time, the Licensee may elect to terminate this Agreement. In the event that the cure cannot be accomplished within ten (10) days, but the Licensor has made a good faith effort to effect the cure, Licensee may extend the period to cure for a reasonable time, at Licensee's sole and absolute discretion. Termination of the Agreement is effective upon receipt by the Licensor of the written notice of termination.
- 7.02 Upon any material breach of this Agreement by the Licensee, the Licensor shall provide written notice to the Licensee, describing the nature of the material breach. Except as provided in Paragraph 7.04 herein, the Licensee shall have thirty (30) days within which to cure the material breach. If the material breach is not cured within that period of time, the Licensor may elect to terminate this Agreement. In the event that the cure cannot be accomplished within thirty (30) days, but the Licensee has made a good faith effort to effect the cure, Licensor may extend the period to cure for ninety (90) days, at Licensor's sole and absolute discretion. Termination of the Agreement is effective upon receipt by the Licensee of the written notice of termination.
- 7.03 The Licensor may require the Licensee to terminate any license granted hereunder to any approved third party licensee, or other sublicensee, if any such approved third party licensee, or other sublicensee (a) materially breaches this license and fails to cure the breach upon thirty (30) days notice from Licensor; or (b) becomes insolvent or bankrupt. Licensor may, in its sole and absolute

discretion, first seek to cure any such breach or failure prior to termination, but any such attempt to cure shall not restrict the Licensor's right at any time to require termination as to the third party licensee or other sublicensee as otherwise provided in this Section.

- 7.04 Licensee acknowledges that Licensor and its affiliated companies conduct businesses that are subject to and exist because of privileged gaming licenses issued by governmental authorities. Licensee agrees that the Licensor shall have the right to terminate this Agreement in the event (1)(i) any such privileged license is suspended or revoked, or (ii) the Licensor in good faith deems that the acts of the Licensee jeopardize any such privileged license, or the gaming business activities of the Licensor, or its affiliated companies (in each case, the "Relevant Event"); and (2) the Relevant Event continues for thirty (30) consecutive days after written notice has been provided to the Licensee describing the nature of the event or activity creating the problem for the privileged license.
- 7.05 Upon the termination of any agreement between Licensor and any third party for the license of any of the Licensed Property, including but not limited to termination of any of the agreements listed on Schedule B, the portions of this Agreement relating to (or granting a license pursuant to) such terminated agreement shall concurrently terminate, without affecting any other provisions of this Agreement (including the Licensing Fee) provided that the Licensor shall not exercise its right to terminate any of their rights to the Licensed Property, including but not limited to the termination of the agreements listed in Schedule B without the prior written consent of the Licensee and any of its third party licensees.
- 7.06 This Agreement shall automatically terminate three months after the occurrence of any of the events where; (1) Wynn Resorts, Limited ceases to hold or have the right to exercise more than 50% voting rights to the ordinary shares in the Licensee; or (2) the requisite level of the Licensee's independent shareholders' votes to continue the IP License Arrangement is not obtained at the shareholders' meeting of the Licensee if a shareholders' approval is required under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited or other applicable laws and regulations.

8. Indemnification.

- 8.01 Licensee agrees to obtain, or cause to be obtained, once prior to the opening of its first casino resort hotel insurance which provides personal injury and property damage and product liability coverage for any and all claims, suits, losses and damages arising out of the operation of the Licensee's premises and sale of promotional merchandise, including coverage for any claims, suits, losses or damage arising out of negligence concerning the design, manufacture,

distribution and sale of such promotional merchandise, from an insurance company, acceptable to Licensor, providing coverage and defense. The coverage for each occurrence shall be at least US\$5,000,000 with the deductible or self-insurance retention not greater than US\$100,000 or such in such other amounts as Licensor may advise Licensee. Licensee shall maintain or cause to be maintained public liability insurance coverage during the term of this Agreement. Licensor shall be named as an additional insured and shall receive notice of any cancellation of insurance from the insurance carrier not less than 30 days prior to effective date of such cancellation.

8.02 Licensor shall defend, indemnify and hold Licensee and all of Licensee's directors, officers, employees, agents, affiliates, sublicensees, sublessors and assigns (collectively, the "Licensed Protected Parties") harmless from and against any demand, claims and losses arising from any third party claim alleging infringement of Licensed Property.

8.03 Licensee shall defend, indemnify and hold Licensor and its directors, officers, employees, agents and affiliates (collectively, "Licensor's Protected Parties"), harmless from and against any and all demands, claims, losses or damages by reason of premise liability or product defect or negligent design or manufacture by or for the Licensee, or arising from the Licensee's operation of the Operations.

9. Notices. Except as otherwise set forth herein, any notices, statements or payments required to be made or given under this Agreement shall hand delivered or sent via registered mail, postage prepaid or by facsimile, to the following persons and addresses which may change or be modified at any time in writing by the receiving parties.

To Licensor: Wynn NKH, LLC  
3131 Las Vegas Boulevard South, Las Vegas,  
Nevada 89109, United States  
Fax No.: (702) 770 8867  
Attention: General Counsel

To Licensee: Wynn Macau, Limited  
Rua Cidade de Sintra, NAPE, Macau  
Fax No.: (853) 8956 5500  
Attention: General Counsel

10. Miscellaneous.

10.01 The parties each represent and warrant to the other that their own officer, or other duly authorized representative executing this

Agreement, has the full power and authority to do so on their behalf.

- 10.02 This Agreement shall be construed without regard to the rule of presumption requiring construction against the party who drafted the agreement, or caused it to be drafted. Neither party shall be deemed to be the drafting party. The parties hereto shall, and they hereby do, waive trial by jury with respect to any action brought by a party hereto against any other party or to any other matter arising out of or in any way connected with the Licensed Property.
- 10.03 The parties agree that they have each read and understand this Agreement; they understand its content and meaning; and they have executed it of their own free will in accordance with their own judgment, after having the opportunity to obtain the advice of counsel and having actually received the advice of counsel. The parties acknowledge that they have not been coerced, influenced or induced to execute this Agreement by any improper action.
- 10.04 To facilitate the execution of this Agreement by the parties, the parties may execute it in subparts, and the signature transmitted by facsimile shall have the same force and effect as the original signature. This Agreement shall be subject to, governed by and construed according to the laws of Nevada or, where applicable, federal statutory and common law. Any dispute regarding or relating to this Agreement shall be non-exclusively adjudicated in a court of competent jurisdiction in the State of Nevada.
- 10.05 No term or provision hereof shall be construed to be waived by any party, and no breach shall be excused by a party, unless such waiver or consent in writing, signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by any party.
- 10.06 The schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the schedules.
- 10.07 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements unless otherwise provided. Each party acknowledges and agrees by executing this Agreement that it is not relying upon any representation or promise whatsoever that is not contained herein and that any such representation or promise is acknowledged to be immaterial. Accordingly, each party to this Agreement waives the defense or claims of fraud in inducement or mistake of law or fact to any claim arising out of, based on, or related to this Agreement, except with respect to the express representations set forth in this Agreement.

[signature pages to follow]

In Witness Whereof, the parties have caused this Agreement to be duly executed as of the day and year first above written.

For and on behalf of  
**WYNN NKH, LLC**

**/s/ Julie Cameron-Doe**

Julie Cameron-Doe

Treasurer

In Witness Whereof, the parties have caused this Agreement to be duly executed as of the day and year first above written.

For and on behalf of  
**WYNN MACAU, LIMITED**

**/s/ Jay Schall**  
\_\_\_\_\_  
Jay Schall  
General Counsel - Wynn Macau,  
Limited

Schedule A

**LICENSORS MARKS AND WORKS**

Sch. A

**Schedule B**

Sch. B

**Schedule C**

**TRADE SECRETS, DATA AND KNOW-HOW**

1. Customer Lists
2. Marketing Concepts, Design and Coordination
3. Payout Ratio Computation Formulas
4. Employee Training Manuals
5. Security Know How
6. Casino Operations Know How
7. Cash Handling Systems
8. Regulatory Compliance Procedures

Sch. C

## Schedule D LICENSING FEE

### **Licensing Fee:**

Licensee shall pay a Licensing Fee to Licensor equal to the greater of (i) three percent (3%) of Licensee's IP gross monthly revenues and (ii) US\$1.5 million per month. For the avoidance of doubt, the Licensing Fee shall never be less than US\$1.5 million per month unless the Licensor, in its sole discretion, permits the payment of a lesser amount.

### **Timing of Payments:**

For the avoidance of doubt, a reference to "IP gross monthly revenues" refers to the Licensee's IP gross revenues accrued at the end of each calendar month. "IP gross revenues" refers to Licensee's total operating revenues as adjusted by adding back (1) commissions and discounts which were netted against the operating revenues, and (2) promotional allowances. The calculation of Licensee's operating revenues, promotional allowances, and commissions and discounts in connection with the IP gross revenues in connection with this Agreement shall always be consistent with the Licensee's accounting policies and International Financial Reporting Standards as in effect at December 31, 2024. If any subsidiary of the Licensee requires the Licensed Property, "IP gross revenue" and "IP monthly gross revenue" will be interpreted to include the gross revenues of such subsidiary.

The Licensing Fee shall be payable by Licensee not later than the last business day of the month following the month in which it was earned. The Licensor shall inform Licensee of the account or accounts to be used by Licensee for payment.

## INTELLECTUAL PROPERTY LICENSE AGREEMENT

This Intellectual Property License Agreement ("Agreement"), consisting of 15 pages, is dated as of the 1<sup>st</sup> day of January, 2025, by and among WYNN NKH, LLC, a Nevada Limited Liability Company (hereinafter "Licensor") and WYNN RESORTS (MACAU) S.A., a company organized and existing under the laws of Macau Special Administrative Region of the Peoples Republic of China (hereinafter "Licensee").

### RECITALS

- A. Licensor is the licensee with the right to sublicense certain third party marks and works as defined herein including but not limited to the marks and works that are listed and described in attached Schedule A, and is the licensee of other third party rights and works as defined herein that are listed and described in attached Schedule B, and certain trade secrets, data and know-how that are listed and described in attached Schedule C (hereinafter, collectively, the "Licensed Property").
- B. Licensee owns and operates the Wynn Macau Casino Resort, the Encore at Wynn Macau, and Wynn Palace (collectively, the "Operations"), hotels and casino resorts with associated facilities in Macau Special Administration Region, People's Republic of China ("Macau").
- C. In order to successfully design, build, market, advertise, promote and/or operate any of the Operations, the Licensee desires to have the license to use the Licensed Property from the Licensor pursuant to the terms and conditions set forth in this Agreement.
- D. Licensee is party to an existing intellectual property license agreements regarding the Licensed Property (the "Existing IP Agreements"). This Agreement replaces the Existing IP Agreements to accommodate certain intercompany arrangements of Licensor. Save for the change of licensor from Wynn Resorts Holdings, LLC and Wynn Resorts Limited to Licensor, the material terms and conditions of this Agreement remain substantially the same as those of the Existing IP Agreements.

Now, therefore, in consideration of the foregoing and the mutual promises contained herein, the parties have agreed as follows:

- 1. License. The Licensor grants the following licenses to the Licensee at the location specified herein.
  - 1.01 Licensor provides to Licensee a non-exclusive license and/or non exclusive sublicense to use the marks and works owned, or which will be owned, by the Licensor including but not limited to the marks and works listed in Schedule A, attached hereto, in connection with the operation, advertising, promotion, distribution and services of the Operations. The foregoing licenses granted in this Paragraph 1.01 shall hereinafter be known as the "Trademark License".

- 1.02 Licensor provides Licensee a non-exclusive sublicense to the works listed in Schedule B, attached hereto, in connection with the operation, advertising, promotion, distribution and services of the Operations. The foregoing licenses granted in this Paragraph 1.02 shall hereinafter be known as the "Copyright License".
- 1.03 Licensor provides to Licensee a non-exclusive license to use the data, trade secrets and know-how listed in Schedule C, attached hereto, developed by the Licensor and Affiliates and its employees, officers, directors and representatives, and such future items as may be provided from time to time for use in connection with the operation, advertising, promotion, distribution and services of the Operations. Licensor and Affiliates shall pay all costs associated with the development of such data, trade secrets and know how and shall also be responsible for providing Licensee updates or upgrades to such materials. Licensee shall reimburse all installation and/or training costs incurred by Licensor in connection with providing Licensee such information. The foregoing license shall hereinafter be known as the "Trade Secret and Know-How License".
- 1.04 Notwithstanding any other provision of this Agreement, including, without limitation, Sections 2.01 and 2.02 hereof, Licensee shall have the right to sublicense any or all of its rights under the Trademark License and the Copyright License to any sublessee permitted under the leases with respect to the hotel locations of the Licensee ("Approved Sublessee") located in Macau. The Trade Secret and Know-How License may not be sublicensed by the Licensee.
- 1.05 Licensee shall have the right to sublicense all of its rights and licenses granted pursuant to the Trademark License and the Copyright License in order to have persons other than Licensee produce and manufacture promotional products or the packaging thereof Licensee will identify its products and manufacturers for the products to Licensor upon request. Licensee agrees that any person or entity licensed to manufacture such products shall be prohibited from manufacturing, producing, selling, distributing, or shipping products other than to the Licensee, the Licensor, or Approved Sublessees. Licensee further agrees to enforce such prohibition at its own expense and upon reasonable demand by Licensor.

2. License Term.

- 2.01 This Agreement shall be effective as of January 1, 2025 and shall continue as to all non-expired and non-terminated locations, or until otherwise terminated under the provisions of this Agreement.
- 2.02 This Agreement is specific to the Licensee's operations located in Macau, but shall include the right to use the Licensed Property in all advertising, promotion and marketing materials worldwide and in any and all mediums now known or hereafter devised.

3. Royalties.

3.01 Licensee shall pay to Licensor an aggregate monthly licensing fee (the "Licensing Fee") for each of the licenses granted herein in the amount and in accordance with the payment schedule set forth in Schedule D. Any withholding taxes associated with such payments shall be made by Licensee and shall not be withheld from the payments described on Schedule D.

4. Quality Control.

- 4.01 Licensee agrees that the facilities, amenities, services and goods covered by this Agreement will be of high quality and that such amenities, services and products will be designed, manufactured, sold and distributed in full and complete compliance with all applicable laws of the relevant jurisdictions of the Operations. To this end, Licensee shall, before opening to the public and before advertising or promoting its hotel casino resort services to the public, first request that the Licensor inspect and approve (i) the facilities, and such approval shall not be unreasonably withheld; and (ii) any and all advertising, promotion, public relations material, merchandise, or promotional products ("Product Sample") before manufacture or production. Any Product Sample that contains any of the Licensed Property submitted to Licensor shall be deemed approved unless Licensor disapproves the same in writing within thirty (30) days after receipt by Licensor.
- 4.02 All promotional items and products manufactured or assembled outside of the United States shall be marketed in accordance with prevailing U.S. Customs and Federal Trade Commission and other applicable laws, rules and regulations. To the extent that the Licensor's obligations for quality control with and from its third party licensors may vary from time to time, Licensee agrees to accept and comply upon reasonable written notice, with such quality control provisions as may be required under the Licensor's license agreements with third parties from whom Licensor has obtained the rights to the Licensed Property.
- 4.03 Licensee acknowledges that providing substandard services or products would have an adverse effect upon the reputation of Licensor and any third party from whom Licensor has obtained such rights, including but not limited to the parties to the agreements listed on Schedule B. Accordingly, Licensee agrees to offer amenities or facilities of high quality standards and not to sell defective products (seconds) which bear the marks of the Licensed Property.
- 4.04 Licensee agrees to operate the Operations in a manner which meets or exceeds the following minimum quality standards: (a) the business shall be operated in compliance with all applicable laws and regulations of the relevant jurisdictions of the Operations, including, but not limited to, health, safety, fire and business codes, tax laws, gaming

laws and labor codes; (b) the business shall maintain all applicable business licenses, including, but not limited to, business, alcohol, and gaming; (c) the business shall be conducted in a professional and reputable manner, reasonably free from consumer complaints; (d) the premises shall be maintained in a pristine manner, consistently neat, clean and in proper repair and decor, in a highly sanitary condition, and all food and beverage services shall maintain the highest possible rating for cleanliness established by the governing entity for the site; (e) the business shall be operated in a manner that does not tarnish or diminish the value of the goodwill represented by the Licensed Property; and (f) the business shall be operated in a manner that does not adversely affect the goodwill or reputation of the Licensor and its affiliates or the Licensor's and its affiliates' ability to obtain or maintain licenses from any regulatory authority, including the Nevada Gaming Commission.

4.05 Licensor (directly or through its authorized agents) shall have the right to inspect the premises upon reasonable notice, at any time. If, at any time, the Licensee fails to operate the Operations in conformity with the quality standards set forth herein, Licensor shall notify Licensee in writing of any such deficiency. Licensee shall have thirty (30) days within which to cure such deficiency. If the Licensee fails to cure any such failure, then Licensor may, at its option, cure the failure and charge the Licensee for the expense of doing so. In the event that the cure cannot be accomplished within thirty (30) days, but the Licensee has made a good faith effort to effect the cure, Licensor may extend the period to cure for a reasonable time, at Licensor's sole and absolute discretion.

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6.01 Licensee shall comply, within a period not to exceed thirty (30) days, with the commercially reasonable conditions set forth by the Licensor, in writing, from time to time, with respect to the style, appearance and manner of use of the Licensed Property and any trade secrets, data and know-how provided to the Licensee pursuant to this Agreement. The Licensee may not make any use of the Licensed Property that is not in compliance with this Agreement, unless Licensee obtains the prior written permission of Licensor. Licensor may, at its option, require that the Licensee, at Licensee's cost, place a notice or notices acceptable to the Licensor of the Licensor's respective registration of the marks, works or rights.

6.02 Licensee shall provide Licensor for prior approval copies of all print advertisements and marketing materials containing any of the Licensed Property prior to printing, publishing or distribution. Licensor shall not unreasonably withhold approval of such advertisements or marketing

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discretion, first seek to cure any such breach or failure prior to termination, but any such attempt to cure shall not restrict the Licensor's right at any time to require termination as to the third party licensee or other sublicensee as otherwise provided in this Section.

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distribution and sale of such promotional merchandise, from an insurance company, acceptable to Licensor, providing coverage and defense. The coverage for each occurrence shall be at least US\$5,000,000 with the deductible or self-insurance retention not greater than US\$100,000 or such in such other amounts as Licensor may advise Licensee. Licensee shall maintain or cause to be maintained public liability insurance coverage during the term of this Agreement. Licensor shall be named as an additional insured and shall receive notice of any cancellation of insurance from the insurance carrier not less than 30 days prior to effective date of such cancellation.

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3131 Las Vegas Boulevard South, Las Vegas,  
Nevada 89109, United States  
Fax No.: (702) 770 8867  
Attention: General Counsel

To Licensee: Wynn Resorts (Macau) S.A.  
Rua Cidade de Sintra, NAPE, Macau  
Fax No.: (853) 8956 5500  
Attention: General Counsel

10. Miscellaneous.

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- 10.02 This Agreement shall be construed without regard to the rule of presumption requiring construction against the party who drafted the agreement, or caused it to be drafted. Neither party shall be deemed to be the drafting party. The parties hereto shall, and they hereby do, waive trial by jury with respect to any action brought by a party hereto against any other party or to any other matter arising out of or in any way connected with the Licensed Property.
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- 10.05 No term or provision hereof shall be construed to be waived by any party, and no breach shall be excused by a party, unless such waiver or consent in writing, signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by any party.
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[signature pages to follow]

In Witness Whereof, the parties have caused this Agreement to be duly executed as of the day and year first above written.

For and on behalf of  
**WYNN NKH, LLC**

**/s/ Julie Cameron-Doe**

\_\_\_\_\_  
Julie Cameron-Doe  
Treasurer

In Witness Whereof, the parties have caused this Agreement to be duly executed as of the day and year first above written.

For and on behalf of  
**WYNN RESORTS (MACAU) S.A.**

**/s/ Jay Schall**  
\_\_\_\_\_  
Jay Schall  
General Counsel - Wynn Resorts  
(Macau) S.A.

Schedule A

**LICENSORS MARKS AND WORKS**

**Schedule B**

Sch. B

**Schedule C**

**TRADE SECRETS, DATA AND KNOW-HOW**

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Sch. C

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Licensee shall pay a Licensing Fee to Licensor equal to the greater of (i) three percent (3%) of Licensee's IP gross monthly revenues and (ii) US\$1.5 million per month. For the avoidance of doubt, the Licensing Fee shall never be less than US\$1.5 million per month unless the Licensor, in its sole discretion, permits the payment of a lesser amount.

### **Timing of Payments:**

For the avoidance of doubt, a reference to "IP gross monthly revenues" refers to the Licensee's IP gross revenues accrued at the end of each calendar month. "IP gross revenues" refers to Licensee's total operating revenues as adjusted by adding back (1) commissions and discounts which were netted against the operating revenues, and (2) promotional allowances. The calculation of Licensee's operating revenues, promotional allowances, and commissions and discounts in connection with the IP gross revenues in connection with this Agreement shall always be consistent with the Licensee's accounting policies and International Financial Reporting Standards as in effect at December 31, 2024. If any subsidiary of the Licensee requires the Licensed Property, "IP gross revenue" and "IP monthly gross revenue" will be interpreted to include the gross revenues of such subsidiary.

The Licensing Fee shall be payable by Licensee not later than the last business day of the month following the month in which it was earned. The Licensor shall inform Licensee of the account or accounts to be used by Licensee for payment.

## INTELLECTUAL PROPERTY LICENSE AGREEMENT

This Intellectual Property License Agreement ("Agreement") is dated as of the 1st day of January, 2025, by and among WYNN RESORTS HOLDINGS, LLC, a Nevada Limited Liability Company (hereinafter "Holdings"), WYNN RESORTS, LIMITED, a Nevada corporation (hereinafter "Limited") and WYNN NKH, LLC, a Nevada limited liability company (hereinafter "Licensee"). Holdings and Limited are collectively referred to herein as "Licensor".

### RECITALS

- A. Holdings is the owner or exclusive licensee with the right to license and/or sublicense certain marks and works as defined herein including but not limited to the marks and works that are listed and described in attached Schedule A, and is the licensee of other third party rights and works as defined herein that are listed and described in attached Schedule B, and certain trade secrets, data and know-how that are listed and described in attached Schedule C (hereinafter, collectively, the "Holdings Intellectual Property").
- B. Limited is the parent entity of Holdings and is the owner of certain trade secrets, data, know-how and other intangible property that are listed and described in attached Schedule C (hereinafter, collectively the "Limited Intellectual Property"). The Holdings Intellectual Property and the Limited Intellectual Property are collectively referred to herein as the "Licensed Property".
- C. The Licensee is an indirect subsidiary of Limited.
- D. Licensor designs, develops, constructs, finances, owns, operates or engages in any other activities relevant to the development, construction, ownership and operation of resorts, hotels and/or casinos, and related facilities, in jurisdictions outside the United States, including Macau and the United Arab Emirates (the "Affiliated Operations").
- E. Licensor intends to sublicense the Licensed Property to Licensee.
- F. In order for the Affiliates to design, build, market, advertise, promote and/or operate any of the Affiliated Operations, the Licensee intends sublicense the Licensed Property to Affiliated Operations pursuant to the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the foregoing and the mutual promises contained herein, the parties have agreed as follows:

1. License. The Licensor grants the following licenses to the Licensee at the location specified herein.
  - 1.01 Licensor provides to Licensee a non-exclusive license and/or non exclusive sublicense to use the marks and works owned, or which will be owned, by the Licensor including but not limited to the marks and works listed in Schedule A, attached hereto, in connection with the operation, advertising, promotion, distribution and services of the

Affiliated Operations. The foregoing licenses granted in this Paragraph 1.01 shall hereinafter be known as the "Trademark License".

- 1.02 Licensor provides Licensee a non-exclusive sublicense to the works listed in Schedule B, attached hereto, in connection with the operation, advertising, promotion, distribution and services of the Affiliated Operations. The foregoing licenses granted in this Paragraph 1.02 shall hereinafter be known as the "Copyright License".
- 1.03 Licensor provides to Licensee a non-exclusive license to use or sublicense the data, trade secrets and know-how listed in Schedule C, attached hereto, developed by the Licensor and its employees, officers, directors and representatives, and such future items as may be provided from time to time for use in connection with the operation, advertising, promotion, distribution and services of the Affiliated Operations. Licensor shall pay all costs associated with the development of such data, trade secrets and know how and shall also be responsible for providing Licensee updates or upgrades to such materials. Licensee shall reimburse all installation and/or training costs incurred by Licensor in connection with providing Licensee such information. The foregoing license shall hereinafter be known as the "Trade Secret and Know-How License".
- 1.04 Notwithstanding any other provision of this Agreement, including, without limitation, Sections 2.01 hereof, subject to prior consent of Holdings and Limited, Licensee shall have the right to sublicense any or all of its rights under the Trademark License, the Copyright and License, and the Trade Secret and Know-How License to any sublessee that is an Affiliate. ("Approved Sublessee").
- 1.05 Licensee shall have the right to sublicense all of its rights and licenses granted pursuant to the Trademark License and the Copyright License in order to have persons other than Licensee produce and manufacture promotional products or the packaging thereof Licensee will identify its products and manufacturers for the products to Licensor upon request. Licensee agrees that any person or entity licensed to manufacture such products shall be prohibited from manufacturing, producing, selling, distributing, or shipping products other than to the Licensee, the Licensor, or Approved Sublessees. Licensee further agrees to enforce such prohibition at its own expense and upon reasonable demand by Licensor.

## 2. License Term.

- 2.01 This Agreement shall be effective as of January 1, 2025 and shall continue as to all non-expired and non-terminated locations, or until otherwise terminated under the provisions of this Agreement.

## 3. Royalties.

- 3.01 Licensee shall pay to Licensor an aggregate monthly licensing fee (the "Licensing Fee") for each of the licenses granted herein in the amount and in accordance with the payment schedule set forth in Schedule D. Any withholding taxes associated with such payments shall be made by Licensee and shall not be withheld from the payments described on Schedule D.
4. Goodwill. All goodwill arising from the use of the Licensed Property shall inure to the benefit of the Licensor, or the party from whom the Licensor obtained its rights.
5. Termination.
- 5.01 Upon any breach of this Agreement by the Licensor, the Licensee shall provide written notice to the Licensor, describing the nature of the breach. Except as provided in Paragraph 5.04 herein, the Licensor shall have ten (10) days within which to cure the breach. If the breach is not cured within that period of time, the Licensee may elect to terminate this Agreement. In the event that the cure cannot be accomplished within ten (10) days, but the Licensor has made a good faith effort to effect the cure, Licensee may extend the period to cure for a reasonable time, at Licensee's sole and absolute discretion. Termination of the Agreement is effective upon receipt by the Licensor of the written notice of termination.
- 5.02 Upon any material breach of this Agreement by the Licensee, the Licensor shall provide written notice to the Licensee, describing the nature of the material breach. Except as provided in Paragraph 5.04 herein, the Licensee shall have thirty (30) days within which to cure the material breach. If the material breach is not cured within that period of time, the Licensor may elect to terminate this Agreement. In the event that the cure cannot be accomplished within thirty (30) days, but the Licensee has made a good faith effort to effect the cure, Licensor may extend the period to cure for ninety (90) days, at Licensor's sole and absolute discretion. Termination of the Agreement is effective upon receipt by the Licensee of the written notice of termination.
- 5.03 The Licensor may require the Licensee to terminate any license granted hereunder to any approved third party licensee, or other sublicensee, if any such approved third party licensee, or other sublicensee (a) materially breaches this license and fails to cure the breach upon thirty (30) days notice from Licensor; or (b) becomes insolvent or bankrupt. Licensor may, in its sole and absolute discretion, first seek to cure any such breach or failure prior to termination, but any such attempt to cure shall not restrict the Licensor's right at any time to require termination as to the third party licensee or other sublicensee as otherwise provided in this Section.

- 5.04 Licensee acknowledges that Licensor and its affiliated companies conduct businesses that are subject to and exist because of privileged gaming licenses issued by governmental authorities. Licensee agrees that the Licensor shall have the right to terminate this Agreement in the event (1)(i) any such privileged license is suspended or revoked, or (ii) the Licensor in good faith deems that the acts of the Licensee jeopardizes any such privileged license, or the gaming business activities of the Licensor, or its affiliated companies (in each case, the "Relevant Event"); and (2) the Relevant Event continues for thirty (30) consecutive days after written notice has been provided to the Licensee describing the nature of the event or activity creating the problem for the privileged license.
- 5.05 Upon the termination of any agreement between Licensor and any third party for the license of any of the Licensed Property, including but not limited to termination of any of the agreements listed on Schedule B, the portions of this Agreement relating to (or granting a license pursuant to) such terminated agreement shall concurrently terminate, without affecting any other provisions of this Agreement (including the Licensing Fee) provided that the Licensor shall not exercise its right to terminate any of their rights to the Licensed Property, including but not limited to the termination of the agreements listed in Schedule B without the prior written consent of the Licensee and any of its third party licensees.
- 5.06 This Agreement shall automatically terminate three months after the occurrence of any of the events where Limited ceases to hold or have the right to exercise more than 50% voting rights to the ordinary shares in the Licensee.

6. Indemnification.

- 6.01 Licensor shall defend, indemnify and hold Licensee and all of Licensee's directors, officers, employees, agents, affiliates, sublicensees, sublessors and assigns (collectively, the "Licensed Protected Parties") harmless from and against any demand, claims and losses arising from any third party claim alleging infringement of Licensed Property.
- 6.02 Licensee shall defend, indemnify and hold Licensor and its directors, officers, employees, agents and affiliates (collectively, "Licensor's Protected Parties") harmless from and against any and all demands, claims, losses or damages by reason of premise liability or product defect or negligent design or manufacture by or for the Licensee, or arising from the Licensee's sublicense of the Licensed Property.

7. Notices. Except as otherwise set forth herein, any notices, statements or payments required to be made or given under this Agreement shall hand delivered or sent via registered mail, postage prepaid or by facsimile, to the

following persons and addresses which may change or be modified at any time in writing by the receiving parties.

To Holdings: Wynn Resorts Holdings, LLC

3131 Las Vegas Boulevard South, Las Vegas, Nevada 89109, United States  
Fax No.: (702) 770 8867  
Attention: General Counsel

To Limited: Wynn Resorts, Limited

3131 Las Vegas Boulevard South, Las Vegas, Nevada 89109, United States  
Fax No.: (702) 770 8867  
Attn: General Counsel

To Licensee: Wynn NKH, LLC

3131 Las Vegas Boulevard South, Las Vegas, Nevada 89109, United States  
Fax No.: (702) 770 8867  
Attn: General Counsel

8. Miscellaneous.

- 8.01 The parties each represent and warrant to the other that their own officer, or other duly authorized representative executing this Agreement, has the full power and authority to do so on their behalf
- 8.02 This Agreement shall be construed without regard to the rule of presumption requiring construction against the party who drafted the agreement, or caused it to be drafted. Neither party shall be deemed to be the drafting party. The parties hereto shall, and they hereby do, waive trial by jury with respect to any action brought by a party hereto against any other party or to any other matter arising out of or in any way connected with the Licensed Property.
- 8.03 The parties agree that they have each read and understand this Agreement; they understand its content and meaning; and they have executed it of their own free will in accordance with their own judgment, after having the opportunity to obtain the advice of counsel and having actually received the advice of counsel. The parties acknowledge that they have not been coerced, influenced or induced to execute this Agreement by any improper action.
- 8.04 To facilitate the execution of this Agreement by the parties, the parties may execute it in subparts, and the signature transmitted by facsimile shall have the same force and effect as the original signature.
- 8.05 This Agreement shall be subject to, governed by and construed according to the laws of Nevada or, where applicable, federal statutory and common law. Any dispute regarding or relating to this Agreement shall be non-exclusively adjudicated in a court of competent jurisdiction in the State of Nevada.

- 8.06 No term or provision hereof shall be construed to be waived by any party, and no breach shall be excused by a party, unless such waiver or consent in writing, signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by any party.
- 8.07 The schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the schedules.
- 8.08 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements unless otherwise provided. Each party acknowledges and agrees by executing this Agreement that it is not relying upon any representation or promise whatsoever that is not contained herein and that any such representation or promise is acknowledged to be immaterial. Accordingly, each party to this Agreement waives the defense or claims of fraud in inducement or mistake of law or fact to any claim arising out of, based on, or related to this Agreement, except with respect to the express representations set forth in this Agreement.

[signature pages to follow]

In Witness Whereof, the parties have caused this Agreement to be duly executed as of the day and year first above written.

**WYNN RESORTS, LIMITED**

**/s/ Julie Cameron-Doe**

Julie Cameron-Doe  
Chief Financial Officer

**WYNN RESORTS HOLDINGS, LLC**  
by Wynn Resorts, Limited, its sole member

**/s/ Julie Cameron-Doe**

Julie Cameron-Doe  
Chief Financial Officer

**WYNN NKH, LLC**

**/s/ Julie Cameron-Doe**

Julie Cameron-Doe  
Treasurer

Schedule A

**LICENSORS MARKS AND WORKS**

Sch. A

**Schedule B**

Sch. B

## **Schedule C**

### **TRADE SECRETS, DATA AND KNOW-HOW**

1. Customer Lists
2. Marketing Concepts, Design and Coordination
3. Payout Ratio Computation Formulas
4. Employee Training Manuals
5. Security Know How
6. Casino Operations Know How
7. Cash Handling Systems
8. Regulatory Compliance Procedures

Sch. C

### **Schedule D LICENSING FEE**

**Licensing Fee:**

Licensee shall pay a Licensing Fee to Licensor equal to the sublicense fees collected from Affiliated Operations less an amount agreed to by Licensor and Licensee commensurate with the arm's length standard under I.R.C. § 482 and the Treasury Regulations promulgated thereunder.

**Timing of Payments:**

The Licensing Fee shall be payable by Licensee not later than the last business day of the month following the month in which it was earned. The Licensor shall inform Licensee of the account or accounts to be used by Licensee for payment.

DATED 21 June 2024

**WYNN RESORTS, LIMITED (1)**

and

**RAK HOSPITALITY HOLDING LLC (2)**

and

**AL MARJAN ISLAND LLC (3)**

and

**WYNN RESORTS FZ-LLC (4)**

and

**RAK HH IR FZ-LLC (5)**

and

**AMI ISLAND 3 IR FZ-LLC (6)**

and

**ISLAND 3 AMI FZ-LLC (7)**

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**SECOND AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT**

in connection with a joint venture for the development and subsequent management of an integrated resort and other projects on Island 3, Al Marjan Island in the Emirate of Ras al Khaimah, United Arab Emirates.

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**DATE OF AGREEMENT:** 21 June 2024 (the "**Effective Date**").

**PARTIES:**

- (1) **WYNN RESORTS, LIMITED**, a NASDAQ listed company incorporated in the State of Nevada whose registered office is 3131 Las Vegas Blvd South, Las Vegas, NV 89109 ("**Wynn Resorts**");
- (2) **RAK HOSPITALITY HOLDING LLC**, a limited liability company established in Ras Al Khaimah, United Arab Emirates, whose registered office is at RAK Bank Head Office Building, 7th Floor, Sheikh Mohamed Bin Zayed Road (E311) P.O Box 86000, Ras Al Khaimah, United Arab Emirates ("**RAKHH**");
- (3) **AL MARJAN ISLAND LLC**, a limited liability company incorporated in Ras Al Khaimah, United Arab Emirates, whose registered address is at P.O Box 14587, Ras Al Khaimah, United Arab Emirates ("**Marjan**");

each, a "**Parent**" and together the "**Parents**", and

- (4) **WYNN RESORTS FZ-LLC**, a free zone limited liability company whose registered office is T2-FF- 1, RAKEZ Amenity Center, Al Hamra Industrial Zone-FZ, RAK, United Arab Emirates ("**Wynn SPV**");
- (5) **RAK HH IR FZ-LLC**, a free zone limited liability company whose registered office is B01-G29 Service Block, Al Hulaila Industrial Zone-FZ, RAK, United Arab Emirates ("**RAKHH SPV**");
- (6) **AMI ISLAND 3 IR FZ-LLC**, a free zone limited liability company whose registered office is W7\_S010, Shed No. 23, Al Hulaila Industrial Zone-FZ, RAK, United Arab Emirates ("**Marjan SPV**");

Wynn SPV, RAKHH SPV and Marjan SPV each, a "**Shareholder**" and together the "**Shareholders**", and

- (7) **ISLAND 3 AMI FZ-LLC**, a limited liability company incorporated in the Ras Al Khaimah Economic Zone, United Arab Emirates, whose registered office is at B4-206B9, Business Center 04, RAKEZ Business Zone-FZ, Ras Al Khaimah, United Arab Emirates (the "**Company**"),

and together with the Parents and the Shareholders, the "**Parties**".

**INTRODUCTION**

- A Wynn Resorts is a developer, owner and manager of international integrated resorts in the United States of America and Asia. Wynn SPV is a wholly owned indirect Subsidiary of Wynn Resorts and was established for the sole purpose of the Project (as defined below) and certain infrastructure projects relating to the Infrastructure Plot.
- B RAKHH is an integrated hospitality asset owner, advisor, operator of leisure assets and provider of staff transportation and accommodation. RAKHH SPV is a fully owned Subsidiary of RAKHH and was established for the sole purpose of the Project (as defined below) and certain infrastructure projects relating to the Infrastructure Plot.
- C Marjan is a leading master developer managing a global leisure destination, Al Marjan Island, in the Emirate of Ras Al Khaimah, United Arab Emirates. Marjan SPV is a fully owned Subsidiary of Marjan and was established for the sole purpose of the Project (as defined below) and certain infrastructure projects relating to the Infrastructure Plot.
- D Wynn Resorts and Marjan executed a non-binding memorandum of understanding on 18 November 2021, pursuant to which they indicated their intentions to proceed with the design,

development, construction, marketing, operation and management of the Integrated Resort and further developments on the Plot.

- E The Project will be carried out, and the Integrated Resort and other developments on the Plot will be owned, by the Shareholders through the JV Group.
- F On 21 January 2022, each of the Parents and the Company entered into a shareholders' agreement in respect of a joint venture for the development and subsequent management of an integrated resort on Island 3, Al Marjan Island in the Emirate of Ras al Khaimah, United Arab Emirates (the "**Shareholders' Agreement**").
- G Pursuant to a novation agreement dated 07 December 2022 (the "**Novation Agreement**"), the Parties agreed that, except in relation to the Excluded Provisions (as defined in the Novation Agreement), all of the rights, benefits, interests, obligations and liabilities under the Shareholders' Agreement of (i) Wynn Resorts were novated to Wynn SPV; (ii) RAKHH were novated to RAKHH SPV; and (iii) Marjan were novated to Marjan SPV.
- H The Company was incorporated by Marjan on 17 January 2022 with a Share Capital of AED 1,000,000 divided into 1,000 Shares of AED1,000 each (the "**Initial Shares**"). On 19 September 2022, (i) the Initial Shares were acquired by Marjan SPV for a consideration of AED1 and (ii) the Share Capital of the Company was increased to AED 3,670,000 with 2,670 Shares (the "**Additional Shares**") issued to Marjan SPV.
- I The Parties agreed to amend and restate the Shareholders' Agreement to establish the rights and obligations of the Shareholders in connection with the operation of the Company, such amended and restated shareholders' agreement being dated 7 December 2022 (the "**A&R Shareholders' Agreement**").
- J First Closing occurred on 7 December 2022 upon which: (i) RAKHH SPV contributed AED216,530,000 in cash to the Company Bank Account to receive 216,530 Shares representing an Ownership Interest of fifty-nine per cent (59%); and (ii) Wynn SPV contributed AED146,800,000 in cash to the Company Bank Account to receive 146,800 Shares representing an Ownership Interest of forty per cent (40%), together comprising, with the Initial Shares issued to Marjan SPV (representing an Ownership Interest of one per cent (1%)), one hundred per cent (100%) of the issued share capital of the Company.
- K On 9 June 2023, the Parties entered into a waiver and shareholder loan agreement in connection with the Project (the "**Waiver and Shareholder Loan Agreement**").
- L On 5 December 2023, the Parties entered into an agreement in connection with this Agreement to amend the definition of "Second Longstop Date" to be 30 April 2024 (and the "Second Longstop Date" was further amended by the Parties on 26 April 2024, to be 30 June 2024).
- M The Waiver and Shareholder Loan Agreement was amended and restated by the Parties on 6 January 2024 and further amended by the Parties on 26 April 2024, in each case, to set out the terms and conditions on which pursuant to which the Shareholders agreed to provide further funding to the Company by way of Shareholder Loans, convertible into Shares (together, the "**Amended and Restated Shareholder Loan Agreement**").
- N The Parties have agreed to incorporate further wholly owned Subsidiaries of the Company to carry out the development of the Integrated Resort and other developments on the Plot (the Company and any such Subsidiaries that are incorporated from time to time together being the "**JV Group Companies**", and "**JV Group Company**" and "**JV Group**" shall be construed accordingly) and, without prejudice to the provisions of the Waiver and Shareholder Loan Agreement or the Amended and Restated Shareholder Loan Agreement, to further amend and restate the A&R Shareholders' Agreement and therefore agree that, with effect on and from the

Effective Date, this Agreement will govern the rights and obligations of the Shareholders in connection with the operation of the JV Group and will amend, restate, supersede and replace the A&R Shareholders' Agreement, subject to and in accordance with clause 2.1.

- O A strategy matrix providing an overview of the Project, the Plot and the corporate structure of the JV Group as at the date of this Agreement is set out in Schedule 14.

## IT IS AGREED THAT

### 1. INTERPRETATION

- 1.1 In this Agreement unless the context otherwise requires, the following terms shall have the meanings given to them below:

"**Accepting Shareholder**" has the meaning set forth in clause 18.6(a)(iii); "**Accounting Policy**" has the meaning set forth in clause 13.1(a)(i); "**Acquired Shareholder**" has the meaning set forth in clause 18.4(a);

"**Actual Plot Area**" has the meaning set forth in clause 5.6(c)(i); "**Adjourned Meeting**" has the meaning set forth in clause 8.3(b);

"**Affiliate**" means, with respect to a Person, any other Person that is Controlled by that first Person, is under the common Control of another Person with that first Person, or another Person that Controls that first Person, provided that, notwithstanding the foregoing, only direct and indirect Subsidiaries of the RAK Shareholders shall be considered to be Affiliates of the RAK Shareholders, and the UAE, its ministries, agencies, authorities, institutions or other companies owned or controlled by the UAE shall not be considered to be an Affiliate of any Party.

"**Agreed Form**" means, in relation to any document, the form of that document which is initialled by or on behalf of each Party as at or before the Effective Date as being the final Agreed Form of such document;

"**Agreed Rate**" means EIBOR plus 300 basis points;

"**Agreement**" means this amended and restated shareholders' agreement;

"**Agreement of SHA Adherence**" means an agreement substantially in the form attached hereto as Schedule 6;

"**Anti-Bribery and AML Laws**" means any applicable money laundering or anti-terrorism financing law or regulations, including Federal Decree Law No. 20 of 2018, UAE Cabinet Decision No. 10 of 2019 and Federal Law No. 7 of 2014 on Combating Terrorism Offences, the FCPA, the UK Bribery Act 2021 or any other federal, state, or local anti-corruption law, ordinance, or regulation, whether foreign or domestic and whether applicable to a Shareholder or any JV Group Company;

"**Applicable Law**" means any constitutional provision, law, statute, rule, regulation, ordinance, decree, administrative plan, treaty, convention, approval, authorisation, order, judgment, written interpretation, or court decree along with any orders or instructions which may become legally binding and any interpretation of any of the foregoing having the force of law, enacted, issued or promulgated by any Governmental Entity in the UAE, including any amendment, supplement, replacement or other modification thereto from time to time, in each case that applies to, or is

binding on, any Party and including any regulation or decree published by the federal UAE General Commercial Gaming Regulatory Authority or any of its divisions;

"**Area Program**" means the area program for the Integrated Resort an indicative version of which is set out in Schedule 8,

"**Articles of Association**" means the memorandum and articles of association of the Company, as amended from time to time;

"**Beneficiaries**" has the meaning set forth in paragraph 1 of Schedule 12; "**Board**" has the meaning set forth in clause 8.1(a);

"**Board Reserved Matters**" means the matters set forth in Schedule 4; "**Budget**" has the meaning given to it in clause 11.1(a);

"**Business**" has the meaning set forth in clause 3.1;

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday in the UAE) on which banks are open for domestic business in the UAE;

"**Business Plan**" means a written five-year rolling business plan providing a plan for developing the Project and the Business more generally, including strategic initiatives and development objectives for the period;

"**Call Instruments**" means Equity Interests that are subject to a Call Option or a Cessation Call Option;

"**Call Notice**" has the meaning set forth in clause 17.4(a); "**Call Option**" has the meaning set forth in clause 17.4(a);

"**Call Option Holder**" has the meaning set forth in clause 17.4(a); "**Cessation Call Deadline**" has the meaning set forth in clause 19.2(a); "**Cessation Call Notice**" has the meaning set forth in clause 19.2(a); "**Cessation Call Option**" has the meaning set forth in clause 19.2(a); "**Cessation Date**" means:

- (a) if Wynn SPV has an Ownership Interest of less than twenty-five percent (25%), the date on which Wynn Resorts or its wholly-owned Affiliate ceased to be the Operator; or
- (b) if Wynn SPV has an Ownership Interest of twenty-five percent (25%) or more, the date falling one hundred and eighty (180) days after the date on which Wynn Resorts or its wholly-owned Affiliate ceased to be the Operator;

"**Cessation Put Deadline**" has the meaning set forth in clause 19.3(a);

"**Cessation Put Notice**" has the meaning set forth in clause 19.2(a);

"**Cessation Put Option**" has the meaning set forth in clause 19.3(a);

"**Chairperson**" has the meaning set forth in clause 8.1(b);

"**Change of Control**" means, with respect to any Party:

- (a) it coming under the Control of any Person who did not Control that entity as at the Effective Date (or if the Party was not a signatory to this Agreement as at the Effective Date, the date on which it signed the Agreement of SHA Adherence); or
- (b) it ceasing to be Controlled by the Person who Controlled that entity as at the Effective Date (or if the Party was not a signatory to this Agreement as at the Effective Date, the date on which it signed the Agreement of SHA Adherence),

but excluding:

- (x) in the case of the RAK Shareholders, a Change of Control (within the meaning of limbs (a) or (b) above) which arises as a result of any Government-controlled merger, consolidation, amalgamation, restructuring or reconstitution of any Governmental Entity or government mandated restructure of such Person; and
- (y) in the case of Wynn SPV and Wynn Resorts, any Change of Control (within the meaning of (a) or (b) above) arising following a non-hostile or recommended takeover of or business combination with Wynn SPV or Wynn Resorts (a "**Non-Hostile Transaction**"), provided that:
  - (i) there is no Prohibited Transferee acquiring any interest in Wynn SPV as a result of such Non-Hostile Transaction (whether alone or as part of a joint venture, consortium or other arrangement); and
  - (ii) either:
    - (A) the individuals who are members of the Wynn SPV's board of directors on the date on which binding documentation for such Non-Hostile Transaction is executed, or immediately before such Non-Hostile Transaction is otherwise announced (the "**Pre-Change Wynn Resorts Board**"), shall continue to constitute more than fifty percent (50%) of the members of the Wynn SPV (or its successor entity's) board of directors and such board of directors is subsequently and unconditionally approved in full at the next annual or extraordinary general shareholders' meeting of the shareholders of Wynn SPV (or its successor entity); or
    - (B) the members of the Pre-Change Wynn Resorts Board each transfer their respective roles and responsibilities, or are reappointed to, a replacement board of directors for Wynn SPV (or its successor entity) as part of such Non-Hostile Transaction, and such replacement board of directors is subsequently and unconditionally approved in full and as a whole at the next annual or extraordinary general shareholders' meeting of the shareholders of Wynn SPV (or its successor entity);

"**Company**" has the meaning set forth in the Recitals;

"**Company Bank Account**" means the bank account in the name of the Company to be established with a reputable commercial bank in Ras Al Khaimah;

"**Confidential Information**" has the meaning set forth in clause 21.1; "**Conflict Matter**" has the meaning set forth in clause 8.8;

"**Contributing Shareholder**" has the meaning set forth in clause 6.3(d)(ii); "**Control**" shall mean the possession, directly or indirectly, of:

- (a) more than fifty percent (50%) of the economic rights in a Person; or
- (b) the power to direct or cause the direction of the management, decisions or policies of a Person, whether:
  - (i) through the ownership of voting securities or interests having power;
  - (ii) by having the right to appoint, remove or control a majority of the Directors or directors of such Person or equivalent managing body;
  - (iii) by agreement; or
  - (iv) otherwise,

and "**Controlled by**", "**Controlling**" and "**under the Control of**" shall be construed accordingly; "**Deadlock Event**" has the meaning set forth in clause 12.1;

"**Decline Notice**" has the meaning set forth in clause 18.6(a)(v)(A); "**Default Notice**" has the meaning set forth in clause 17.2(a); "**Defaulting Shareholder**" has the meaning set forth in clause 17.2(a); "**Delegation of Authority**" has the meaning set forth in clause 10(c);

"**Development Budget**" means the budget (in AED) for Project Capex, New Plot Valuation, and other pre-Opening costs to be incurred by the JV Group Companies prior to and including the Opening, including capitalised interest, financing costs, overhead costs during construction, and working capital requirements, in each case broken down on an annual basis for the forthcoming five (5) year period;

"**Development Debt Amount**" means the portion of the Development Budget that the Board and the Shareholders agree is to be funded by third-party financing, such financing to be provided pursuant to the Project Financing Agreements (or as otherwise agreed by the Board);

"**Development Services Agreement**" means the agreement entered into at First Closing on 7 December 2022 between the Company, RAKHH, Marjan and Wynn Resorts for the provision of design, development and technical services;

"**Director**" has the meaning set forth in clause 8.1(b); "**Disclosing Party**" has the meaning set forth in clause 21.1;

"**Discounted Price**" means the Fair Price, less a twenty percent (20%) discount; "**Disenfranchisement Notice**" has the meaning set forth in clause 17.3(a); "**Dispute**" has the meaning set forth in clause 25.18(a);

"**Dissolution Event**" has the meaning set forth in clause 20.1;

"**Dividend Policy**" means the dividend policy of the JV Group set forth in Schedule 6; "**Effective Date**" has the meaning set forth in the preamble;

"**EIBOR**" means the Emirates Interbank Offered Rate as published by the UAE Central Bank on the date that the relevant debt first became payable and, if that rate is less than zero, EIBOR shall be deemed to be zero;

"**Encumbrance**" means any mortgage, pledge, assignment by way of security, charge (fixed or floating), lien, option, restriction, right to acquire, right of pre-emption, right of first refusal, claim, interest, preference, trust arrangement for the purpose of providing security or any other security interest of any kind, including any agreement to create or grant any of the foregoing;

"**Equity Contribution Schedule**" has the meaning set forth in clause 5.1(c)(v);

"**Equity Interests**" means Shares, Shareholder Loans, any other equity instruments issued by the Company, and any direct or indirect rights or interests therein;

"**Event of Default**" has the meaning set forth in clause 17.1; "**Excluded Director**" has the meaning set forth in clause 8.8(d);

"**Excluded Provisions**" has the meaning set forth in the Novation Agreement; "**Extension Notice**" has the meaning given to it in clause 5.5(c);

"**External Auditor**" has the meaning set forth in clause 13.2; "**F&B**" means food and beverage;

"**Fair Price**" has the meaning set forth in Schedule 2; "**FCPA**" means the U.S. Foreign Corrupt Practices Act;

"**Final Master Plan**" has the meaning set forth in clause 5.1(c)(i); "**Financial Statements**" has the meaning set forth in clause 13.1(b);

"**Financial Year**" means a financial year of the Company ending on 31 December or any other financial year agreed by the Shareholders to be reflected in the Articles of Association;

"**First Closing**" shall mean the completion of the Initial Subscription and the other steps set out in clause 4.3;

"**First Closing Capital**" has the meaning set forth in clause 4.4(a); "**First Closing Conditions**" has the meaning set forth in clause 4.1;

"**First Closing Date**" means the date falling five (5) Business Days after the satisfaction of the First Closing Conditions;

"**First Long Stop Date**" means 28 February 2023, unless extended in writing by the Parties;

"**Force Majeure**" means any event or circumstances beyond the reasonable control of the Parties and having a significant adverse effect upon the Project or one of the Parties. Such events or circumstances include but are not limited to: strikes, war, riots, civil disturbance, armed

conflicts, acts of terrorism, fire, flood, natural disasters, infectious diseases and epidemics (excluding COVID-19), governmental action (including the revocation of a material licence or permit) or inability to obtain essential fuel or power;

"**Force Majeure Event**" has the meaning set forth in clause 24.1;

"**Formation and First Closing Costs**" has the meaning set forth in paragraph 2.1 of Schedule 1;

"**Funding Notice**" means a Notice provided by the Board on behalf of the Company to the Shareholders requesting (i) that each Shareholder contribute its required portion (in proportion to its Ownership Interest) of the Total Equity Commitment Amount at the relevant time in accordance with the Equity Contribution Schedule, or (ii) further funding from a Shareholder pursuant to clause 6, in each case substantially in the form attached hereto as Schedule 7;

"**GA Adjourned Meeting**" has the meaning set forth in clause 9.1(g);

"**GCC Region**" means the countries that are the members of the Gulf Cooperation Council; "**General Assembly**" has the meaning set forth in clause 9.1(a);

"**General Manager**" means the general manager of the relevant JV Group Company;

"**Governmental Entity**" means any ministry, agency, court, judicial committee, regulatory or other authority or institution of the UAE or the Emirate of Ras Al Khaimah;

"**Government Official**" means officers, office holders, and employees, full or part time, regardless of rank, of any Government Entity, foreign or domestic governments, government agencies, companies owned or controlled by a government, and public international organizations, and also includes political parties, party officials, candidates for public office, and immediate family members of the foregoing;

"**Gross Negligence**" means, in relation to a Person, a standard of conduct beyond mere negligence whereby that Person acts with reckless, wilful and/or wanton disregard for the consequences of a breach of a duty of care owed to another;

"**Guarantee**" has the meaning set forth in paragraph 2 of Schedule 12;

"**Guaranteed Obligations**" has the meaning set forth in paragraph 1 of Schedule 12; "**Head Office**" has the meaning set forth in clause 2.3;

"**Holding Company**" has the meaning set forth in clause 1.2(a); "**IFRS**" has the meaning set forth in clause 13.1(a);

"**Independent Expert**" means an independent third party, not affiliated or associated with, or routinely retained by, a Shareholder or any of its Affiliates, which is retained to establish the Fair Price, and which shall be the Dubai office of a "big four" accounting firm that is not a Shareholder's registered auditor nor the auditor of the JV Group, a JV Group Company or any member of the Infra Group; or an internationally-recognized and independent investment bank appointed in accordance with Schedule 2;

"**Indicative Island Masterplan**" means the plan attached at Schedule 9;

"**Infra Group**" means Infra PropCo Island 3 Infra Enterprises FZ LLC and its Subsidiaries from time to time;

**"Infra Shareholders' Agreement"** means the shareholders agreement dated on or around the date of this Agreement between the Parties governing the rights and obligations of the Shareholders in connection with the operation of Infra PropCo Island 3 Infra Enterprises FZ LLC and its Subsidiaries from time to time;

**"Infrastructure Plot"** means the plot of land on the Island (excluding beaches) indicated in the Indicative Island Masterplan as "3.HR.009" comprising of:

- (a) approximately 773,183 square feet of existing land on the Island as shown as 3.HR.009 on the Overlay Plan; *plus*
- (b) additional land of approximately 714,055 square feet to be reclaimed adjacent to that existing land and shown as 3.HR.009A and 3.HR.009B on the Overlay Plan,

the current title deed for which is in the name of Marjan, with such plot ultimately: (i) totalling approximately 1,487,238 square feet upon the completion of the relevant reclamation works, and

(ii) being as indicated and confirmed in the Final Master Plan; **"Initial Period"** has the meaning

set forth in clause 18.1(b); **"Initial Shares"** has the meaning set forth in the Recitals;

**"Initial Subscription"** has the meaning set forth in clause 4.4(a);

**"Insolvency Event"** means, in respect of any Person, the bankruptcy or insolvency of such Person, including the occurrence of any of the following (or the occurrence of any equivalent processes to the following events) in respect of such Person:

- (a) being unable (or being deemed unable in accordance with the applicable law of its jurisdiction of incorporation) or admitting inability to pay its debts as they fall due or being liable to be wound up by a court of competent jurisdiction;
- (b) entering into a voluntary composition or arrangement with its creditors or a moratorium being declared in respect of (x) any of its indebtedness or (y) any creditor action;
- (c) taking any action to appoint, request the appointment of or suffering the appointment of a receiver, administrative receiver, administrator, trustee or similar officer over all or a material part of its assets or undertaking;
- (d) having a winding-up or administration petition presented in relation to it or having documents filed with a court for an administration in relation to it, provided that, in the case of a winding-up petition, if the relevant company is contesting the winding-up petition in good faith and with due diligence, it shall not be a Defaulting Shareholder until a period of fifteen (15) days have elapsed since the presentation of the winding-up petition without it having been either discharged or struck out, and provided further that an additional extension of thirty (30) days may be granted if such action continues to be diligently pursued; or
- (e) any event analogous to any of the foregoing occurring in relation to the relevant Person or its assets in any jurisdiction;

**"Integrated Resort"** shall mean the integrated resort to be built on the Main Plot with an estimated 1,500 hotel rooms and villas, luxury retail outlets, food and beverage (F&B) outlets, entertainment activities, and gaming (casino) machines and tables;

"**IPO**" an initial public offering or listing of shares on any investment exchange;

"**IRMA**" means the Integrated Resort Management Agreement dated 21 January 2022 between the Company and the Operator, pursuant to which the Operator has been appointed to operate and manage the Integrated Resort;

"**Island**" means Island 3, Al Marjan Island, Ras Al Khaimah comprised of the Plot, the Infrastructure Plot and associated beaches and marinas, as indicated in the Indicative Island Masterplan and, following the completion of relevant reclamation works, as indicated in the Final Master Plan;

"**Janu Plot**" means the plot of land (excluding beaches) known as Plot No. 602035004 in Al Marjan Island Community (Plan No. 2024/186570) indicated in the Indicative Island Masterplan as "3.HR.002", comprising of:

- (a) approximately 247,941.05 square feet of existing land on the Island as coloured green and indicated as "3.HR.002" on the Overlay Plan (the "**Janu Base Plot**"); *plus*
- (b) additional land of approximately 294,739.05 square feet to be reclaimed adjacent to the Janu Base Plot and coloured yellow and indicated as "3.HR.002A" on the Overlay Plan (the "**Janu Reclaimed Plot**"),

the current title deed for which is in the name of Marjan, with such plot ultimately: (i) totalling approximately 542,680.1 square feet of land on the Island upon the completion of the relevant reclamation works; and (ii) being as indicated and confirmed in the Final Master Plan;

"**JV Group Company**", "**JV Group Companies**" and "**JV Group**" have the meaning set forth in Recital N;

"**Land Bank**" means the plot of land (excluding beaches) known as Plot No. 602035009 in Al Marjan Island Community (Plan No. 2024/186629) indicated in the Indicative Island Masterplan as "3.HR.003", comprising of:

- (a) approximately 333,359.05 square feet of existing land on the Island as coloured green and indicated as "3.HR.003" on the Overlay Plan (the "**Land Bank Base Plot**"); *plus*
- (b) additional land of approximately 44,837.9 square feet to be reclaimed adjacent to the Land Bank Base Plot and coloured yellow and indicated as "3.HR.003A" on the Overlay Plan (the "**Land Bank Reclaimed Plot**"),

the current title deed for which is in the name of Marjan, with such plot ultimately: (i) totalling approximately 378,196.95 square feet upon the completion of the relevant reclamation works; and  
(ii) being as indicated and confirmed in the Final Master Plan;

"**Land Encumbrance**" means any charge, mortgage, pledge, lien, option, power of sale, right of first refusal or other Third Party security rights or security interests of any kind or any agreement to create any of the foregoing, but excludes any master community declaration and reservation of mineral rights in favour of any Governmental Entity pursuant to Applicable Law;

"**Losses**" means any damages, losses, liabilities, claims of any kind, demands, or expenses (including reasonable attorney fees, legal costs and expenses in defending against such liabilities and claims) suffered, incurred or paid, directly or indirectly;

"**Luxury Hotel & Apartments Plot**" means the plot of land (excluding beaches) known as Plot No. 602035011 in Al Marjan Island Community (Plan No. 2024/186573) indicated in the Indicative Island Masterplan as "3.HR.004", comprising of:

- (a) approximately 439,190.37 square feet of existing land on the Island as coloured green and indicated as "3.HR.004" on the Overlay Plan (the "**Luxury Hotel & Apartments Base Plot**"); *plus*
- (b) additional land of approximately 254,653.96 square feet to be reclaimed adjacent to the Luxury Hotel & Apartments Base Plot and coloured yellow and indicated as "3.HR.004A" on the Overlay Plan (the "**Luxury Hotel & Apartments Reclaimed Plot**"),

the current title deed for which is in the name of Marjan, with such plot ultimately: (i) totalling approximately 693,844.33 square feet upon the completion of the relevant reclamation works; and  
(ii) being as indicated and confirmed in the Final Master Plan;

"**Main Plot**" means the plot of existing land (excluding beaches) known as Plot No. 602035003 in Al Marjan Island Community (Plan No. 2024/186574), of approximately 2,121,828.51 square feet of the Island (as indicated in the Indicative Island Masterplan as "3.HR.001", and coloured green and indicated as "3.HR.001" in the Overlay Plan, and as indicated and confirmed in the Final Master Plan), the current title deed for which is in the name of Marjan;

"**Management Team**" has the meaning set forth in clause 10(a); "**Marjan**" has the meaning set forth in the

Recitals;

"**Marjan SPV**" has the meaning set forth in the Recitals;

"**Marketing and Central Services Agreement**" means the agreement dated 14 April 2022 between the Company and Wynn Resorts (or any Affiliate) for the provision of marketing, sales, reservations, information technology, and other Wynn Resorts group services;

"**New Plot Valuation**" means the new valuation of the Plot in AED to be agreed between the Shareholders and Marjan and which shall:

- (a) take into account a valuation of the Plot prepared on a "per square foot" basis by an international independent valuation firm (to be agreed upon by the Shareholders and Marjan) which takes into account:
  - (i) the maximum area of the Plot following the completion of all applicable reclamation works referred to in the Final Master Plan;
  - (ii) the final Area Program and uses for the Project;
  - (iii) the availability of the Plot for mixed use development (including hospitality, residential, marina, retail and F&B);
  - (iv) the availability of the Plot for use by casino and gaming operators;
  - (v) comparable land transaction data; and
  - (vi) any proposed infrastructure on the Plot (including sewage, drainage, roads and electricity connection) at the time of its contribution; and
- (b) in any event, not exceed the Plot Valuation Cap;

**"Non-Contributing Shareholder"** has the meaning set forth in clause 6.3(d); **"Non-Defaulting Shareholder"**

has the meaning set forth in clause 17.2(a); **"Non-Selling Shareholder"** has the meaning set forth in clause

18.6(a)(i); **"Non-Wynn Shareholders"** has the meaning set forth in clause 6.5(b); **"Notice"** has the meaning set

forth in clause 25.4(a);

**"Novation Agreement"** has the meaning set forth in the Recitals;

**"OFAC"** means the Office of Foreign Assets Control of the Department of the Treasury of the United States of America;

**"Opening"** means the opening of the Integrated Resort;

**"Operator"** means the operator of the Integrated Resort from time to time, appointed pursuant to the terms of the IRMA, the first of whom shall be Wynn Resorts (or its wholly-owned Subsidiary);

**"Overlay Plan"** means the plan attached at Schedule 10;

**"Ownership Interest"** means, in respect of a Shareholder at any time, the aggregate of the Shares owned such Shareholder at such time, expressed as a percentage of the total number of issued Shares at such time;

**"Par Value"** has the meaning set forth in clause 4.4;

**"Parameters"** means areas, measurements, boundaries, coordinates and survey marks;

**"Party"** means a signatory to this Agreement, including any Person who signs an Agreement of SHA Adherence, and includes its successors and permitted transferees and permitted assigns;

**"Permitted Transferee"** means (i) any Affiliate of a transferring Shareholder that is wholly-owned by such Shareholder, *provided* that it is not a Prohibited Transferee, and (ii) in the case of the RAK Shareholders, any Person wholly-owned, directly or indirectly by the Government of Ras Al Khaimah;

**"Plot"** means those parts of the Island comprising of the Main Plot, the Land Bank, the Janu Plot, the Second IR Plot and the Luxury Hotel & Apartments Plot (but excluding, for the avoidance of doubt, the Infrastructure Plot, beaches and marinas);

**"Plot Contribution Schedule"** means a final schedule approved by the Board of the contribution of the Plot to the JV Group which shall confirm:

- (a) that the Second Closing Plots shall be contributed at Second Closing;
- (b) whether each Second Closing Plot will be contributed to the Company or to a Plot Nominee (in lieu of the Company) (and, accordingly, whether the Company is therefore required to incorporate any Subsidiaries pursuant to clause 5.1(e));
- (c) whether the consideration payable by the Company in respect of each Second Closing Plot will comprise of cash, Shares or cash and Shares (it being agreed that the consideration payable by the Company in respect of the Main Plot shall comprise of Shares only and that, unless the Shareholders agree otherwise in writing: (i) the consideration payable by the Company in respect of any other Second Closing Plot

shall comprise of cash only; and (ii) any consideration payable by the Company in respect of any Second Closing Plot in the form of Shares shall be paid to Marjan SPV instead of Marjan); and

- (d) subject to the satisfaction or waiver of the conditions set out in clause 5.5(a) (as applicable), the proposed allocation of the New Plot Valuation between each of the Second Closing Plots (and also between each of the Related Plots);

**"Plot Nominee"** means any JV Group Company nominated by the Company from time to time for the purposes of taking the transfer of title of any Second Closing Plot pursuant to this Agreement;

**"Plot Valuation Cap"** means the aggregate of:

- (a) for the Main Plot, the Land Bank Base Plot and the Janu Base Plot, an amount equal to (i) AED301.77 (US\$82.22) per square foot multiplied by (ii) the final aggregate agreed area of such plots in square feet as set out in the Final Master Plan (which, for the avoidance of doubt, shall not include or value the beach and marina areas as indicated in the Indicative Island Masterplan and as indicated and confirmed in the Final Master Plan); plus
- (b) for the Land Bank Reclaimed Plot, the Janu Reclaimed Plot, the Second IR Base Plot, the Second IR Reclaimed Plot, the Luxury Hotel & Apartments Base Plot and the Luxury Hotel & Apartments Reclaimed Plot, an amount equal to (i) AED377.21 (US\$102.78) per square foot, multiplied by (ii) the final aggregate agreed area of such plots in square feet as set out in the Final Master Plan (which, for the avoidance of doubt, shall not include or value the beach and marina areas as indicated in the Indicative Island Masterplan and as indicated and confirmed in the Final Master Plan);

**"Pre-Emption Notice"** has the meaning set forth in clause 18.6(a)(iii);

**"Pre-Emption Ownership Interest"** has the meaning set forth in clause 18.6(a)(i); **"Pre-Emption Period"** has the meaning set forth in clause 18.6(a)(iii);

**"Pre-Emption Price"** has the meaning set forth in clause 18.6(a)(ii);

**"Pre-Emption Sale Conditions"** has the meaning set forth in clause 18.6(a)(ii); **"Pre-Opening"** has the meaning set forth in clause 7.2(d);

**"Premium Put Price"** means the Fair Price, plus a twenty percent (20%) premium; **"Prohibited Person"** means:

- (a) any Person listed on any restricted or designated party list administered by any Governmental Entity;
- (b) any Person or vessel listed on the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States of America;
- (c) any Person listed on the "Denied Persons", "Unverified", and "Entity Lists", maintained by the Department of Commerce of the United States of America or the "Debarred List" and non-proliferations sanctions lists maintained by the Department of State of the United States of America;

- (d) any Governmental Entity or national of, or Person located, organised or resident in, any country against which the UAE maintains economic sanctions or embargos, unless dealing with such Person is neither prohibited nor penalized under Applicable Law;
- (e) any Governmental Entity or national of, or Person located, organised or resident in, any country against which the United States of America maintains economic sanctions or embargos, which includes, as at the Effective Date, Cuba, Iran, North Korea, Venezuela, Russia, Syria and the Crimea or Sevastopol regions of Ukraine, unless dealing with such Person is neither prohibited nor penalized under the laws of the United States of America;
- (f) a Person listed on, or otherwise subject to, any other restricted or designated party list administered by the United Nations, including the "United Nations Consolidated List" maintained by the United Nations Security Council; or
- (g) a Person owned or Controlled by any of the Persons listed in (a) to (f) above; "**Prohibited Transferee**" is any Person:
  - (a) who is a Prohibited Person;
  - (b) who is a target of Sanctions;
  - (c) who is owned, Controlled by or associated with a country with whom the UAE does not have diplomatic relations or with whom such relations have been suspended;
  - (d) who is a Person with whom it is not lawful for a Shareholder or any JV Group Company to do business;
  - (e) whom a Shareholder determines in good faith (acting reasonably) would lead to or create a breach of clauses 14.4, 14.5 or 14.6(c) or (d) were they to become a Shareholder and accede to this Agreement; or
  - (f) whose acquisition of Shares will have a material adverse effect on the Business;

"**Project**" means the design, development, construction, marketing, operation and management of the Integrated Resort and other developments on the Plot;

"**Project Capex**" means the estimated capital expenditure for the Integrated Resort up to and including the Opening, including pre-Opening expenses and contingency, but not including the cost to acquire the Plot, an indicative draft of which is attached hereto at Schedule 13;

"**Project Financing Agreements**" means the loan facility and related agreements (including applicable guarantees and security) pursuant to which a third-party lender or lending syndicate will provide debt financing to any JV Group Company of not less than the Development Debt Amount in order to carry out the aspects of the Project relating to the Integrated Resort;

"**Proxy**" has the meaning set forth in clause 8.2(g);

"**Put Instruments**" means the Equity Interests subject to a Put Option or Cessation Put Option; "**Put Notice**" has the meaning set forth in clause 17.5(a);

"**Put Option**" has the meaning set forth in clause 17.5(a);

"**Put Option Holder**" has the meaning set forth in clause 17.5(a); "**RAK Nominees**" has the meaning set forth in clause 4.1(c);

"**RAK Shareholders**" means RAKHH SPV and Marjan SPV, and their Permitted Transferees; "**RAK Third Party Aggregate Ownership Interest**" has the meaning set forth in clause 4.6; "**RAK Third Party Investors**" has the meaning set forth in clause 4.6;

"**RAKEZ**" means the Ras Al Khaimah Economic Zone Authority; "**RAKHH**" has the meaning set forth in the Recitals;

"**RAKHH SPV**" has the meaning set forth in the Recitals; "**RAKM**" means the Ras Al Khaimah Municipality;

"**RB Notice**" has the meaning set forth in clause 16.2(a);

"**RB Pre-Emption Notice**" has the meaning set forth in clause 16.2(b); "**RB Pre-Emption Period**" has the meaning set forth in clause 16.2(b); "**Receiving Party**" has the meaning set forth in clause 21.1;

"**Reclamation Long Stop Date**" has the meaning set forth in clause 5.5(a)(i);

"**Reclamation Longstop Date**" means the later of:

- (a) the date falling one (1) year following the Second Closing Date;
- (b) if Marjan exercises its rights under (and in accordance with) clause 5.5(c), the date specified in the Extension Notice (which, for the avoidance of doubt, shall not be later than the date falling 18 months after the Second Closing Date); and
- (c) such other date as the Parties may agree in writing; "**Regulatory Framework**" has the meaning

set forth in clause 14.6(b); "**Related Plot**" means:

- (a) In relation to the Janu Base Plot, the Janu Reclaimed Plot;
- (b) In relation to the Land Bank Base Plot, the Land Bank Reclaimed Plot;
- (c) In relation to the Second IR Base Plot, the Second IR Reclaimed Plot; and
- (d) In relation to the Luxury Hotel & Apartments Base Plot, the Luxury Hotel & Apartments Reclaimed Plot;

"**Required Regulatory Approval**" means any consent or approval from a Governmental Entity which is required to permit the Transfer of Equity Interests by the relevant Shareholder;

**"Restricted Business"** has the meaning set forth in clause 16.1(a); **"Restricted Period"** has the meaning

set forth in clause 16.1(a); **"Rules"** has the meaning set forth in clause 25.18(a);

**"Rump"** has the meaning set forth in clause 18.6(a)(v)(A);

**"Sanctions"** means the economic sanctions, laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctions Authority (whether or not any of the Shareholders is legally bound to comply with such laws, regulations, embargoes or measures);

**"Sanctions Authority"** means:

- (a) the UAE and any Governmental Entity;
- (b) the institutions and agencies of the United Nations;
- (c) the governmental institutions and agencies of the government of the United States of America, including those administered by OFAC, the Department of State of the United States of America or the Bureau of Industry and Security of the Department of Commerce of the United States of America;
- (d) the institutions and agencies of the European Union;
- (e) the governmental institutions and agencies of any European Union member state;
- (f) the governmental institutions and agencies of the United Kingdom (including Her Majesty's Treasury); and
- (g) the governmental institutions and agencies of any other jurisdiction in which any JV Group Company operates;

**"Sanctions List"** means:

- (a) any restricted or designated party list administered by any Governmental Entity;
- (b) the "Specially Designated Nationals and Blocked Persons" list maintained by OFAC;
- (c) the Consolidated List of persons, groups and entities subject to the European Union financial sanctions; or
- (d) any similar list maintained by, or public announcement of Sanctions designation made by, any other Sanctions Authority;

**"Second Closing"** shall mean the completion of the steps set out in clause 5.3;

**"Second Closing Conditions"** has the meaning given to it in clause 5.1;

**"Second Closing Date"** shall be the date that is ten (10) Business Days after the date on which all of the Second Closing Conditions have been satisfied or waived in accordance with this Agreement, or such other date as is agreed to in writing between the Parties;

**"Second Closing Plot"** means each of the Main Plot, the Land Bank Plot, the Janu Plot, the Second IR Plot and the Luxury Hotel & Apartments Plot and **"Second Closing Plots"** means all

of them together (but in all cases excluding, for the avoidance of doubt, the Infrastructure Plot, beaches and marinas);

**"Second Closing Proportion Schedule"** means a table showing the pro forma Ownership Interests of each Shareholder immediately following Second Closing, as may be adjusted from First Closing to reflect any Third Party Aggregate Ownership Interest or subscription for or issuance of Shares at Second Closing, and including any proposed allocation of Shares from Marjan SPV to RAKHH SPV in connection with the transfer and contribution of the Second Closing Plots to the Company (or the relevant Plot Nominee in lieu of the Company) at Second Closing and any Shares to be issued to the Shareholders in connection with the conversion of the Shareholder Loans provided to the Company pursuant to the Amended and Restated Shareholder Loan Agreement, in each case, on a fully diluted basis;

**"Second IR Plot"** means the plot of land (excluding beaches) known as Plot No. 602035006 in Al Marjan Island Community (Plan No. 2024/186581) indicated in the Indicative Island Masterplan as "3.HR.006", comprising of:

- (a) approximately 593,870.3 square feet of existing land on the Island as coloured green and indicated as "3.HR.006" on the Overlay Plan (the **"Second IR Base Plot"**); *plus*
- (b) additional land of approximately 892,306.75 square feet to be reclaimed adjacent to the Second IR Base Plot and coloured yellow and indicated as "3.HR.006A" on the Overlay Plan (the **"Second IR Reclaimed Plot"**),

the current title deed for which is in the name of Marjan, with such plot ultimately: (i) totalling approximately 1,486,177.05 square feet upon the completion of the relevant reclamation works; and (ii) being as indicated and confirmed in the Final Master Plan;

**"Second Long Stop Date"** means 30 June 2024, or such later date as the Parties may agree; **"Secretary"** has the meaning set forth in clause 8.1(g);

**"Selling Shareholder"** has the meaning set forth in clause 18.1(b); **"Senior Representatives"** has the meaning set forth in clause 12.2(a);

**"Share"** means an ordinary share in the Share Capital, and **"Shares"** shall be construed accordingly;

**"Share Capital"** means the share capital of the Company, as specified in the Articles of Association;

**"Shareholder"** means a shareholder of the Company from time to time;

**"Shareholder Loans"** means unsecured, subordinated loans provided by the Shareholders to the Company with the approval of, and on terms specifically approved by, the Board;

**"Shareholder Reserved Matters"** means the matters set forth in Schedule 5; **"Shareholders' Agreement"** has the meaning set forth in the Recitals. **"Shortfall Amount"** has the meaning set forth in clause 6.3(d);

**"SPA"** means a sale and purchase agreement in the agreed form annexed in Part B of Schedule 11 and containing the key terms (as relevant) set out in Part A of Schedule 11;

"**Subsidiary**" has the meaning set forth in clause 1.2(a) (and "**Subsidiaries**" shall be construed accordingly);

"**Surviving Provisions**" shall mean clauses 1, 5.2(d), 20.5, 21, 23 and 25 (inclusive), and any Guarantee;

"**Taxes**" means all taxes, duties, levies and assessments, including withholding tax, corporate income tax, customs duties, sales tax, consumption tax, value-added tax (VAT) and stamp duty, together with any surcharges, fines or penalties thereon, or in addition thereto and regardless of whether any of the same are chargeable directly or indirectly against or attributable directly or indirectly to any Person in any applicable jurisdiction;

"**Term**" has the meaning set forth in clause 2.2(b);

"**Third Party**" means any Person other than: (i) the Parties (and any of their respective Affiliates); and (ii) the Company and its Subsidiaries (if any);

"**Third Party Aggregate Ownership Interest**" means the RAK Third Party Aggregate Ownership Interest and the Wynn Third Party Aggregate Ownership Interest;

"**Third Party Investors**" means the RAK Third Party Investors and the Wynn Third Party Investors, and "**Third Party Investor**" means any one of them;

"**Total Equity Commitment Amount**" means such amount as the Shareholders may agree (as a Shareholder Reserved Matter) should be the total equity contribution required from Shareholders in order to fund the Development Budget, provided that, in the absence of such agreement, such amount shall not be less than twenty percent (20%) of the Development Budget;

"**Trademark License Agreement**" means the agreement dated 6 July 2022 between Wynn Holdings, the Operator, and the Company, pursuant to which Wynn Holdings grants the Operator the exclusive right to the use of the Wynn brand name in the Integrated Resort;

"**Transaction Agreements**" mean: (i) this Agreement; (ii) the Articles of Association; (iii) the IRMA; (iv) the Development Services Agreement, (v) the Trademark License Agreement, (vi) the Marketing and Central Services Agreement, (vii) any Shareholder Loans; and (viii) any such other contracts or agreements between or among the Company and a Shareholder (or its Affiliates) relating to the Business and designated and agreed by the Shareholders in writing as Transaction Agreements from time to time;

"**Transfer**" means any disposal in any form including by way of a sale, transfer, gift, auction, assignment, and including Change of Control, and the grant or creation of any right, beneficial interest, option, trust or Encumbrance;

"**Transfer Notice**" has the meaning set forth in clause 18.6(a)(i);

"**True-Up Long Stop Date**" has the meaning set forth in clause 5.6(a); "**UAE**" means the United Arab Emirates;

"**UAE Dirhams**" or "**AED**" means the official and lawful currency of the UAE from time to time; "**US\$**" means United States dollars, the lawful currency of the United States of America;

"**VAT**" shall mean value added tax imposed by Applicable Law or similar charges as may be imposed from time to time;

"**Waiver and Shareholder Loan Agreement**" has the meaning given to it in Recital K; "**Wynn Funding**" has the meaning set forth in clause 6.5(a);

"**Wynn Holdings**" means Wynn Resorts Holdings, LLC, a Nevada limited liability company wholly owned by Wynn Resorts which owns and licenses intellectual property on behalf of Wynn Resorts.

"**Wynn Resorts**" has the meaning set forth in the Recitals;

"**Wynn SPV Nominees**" has the meaning set forth in clause 4.1(d);

"**Wynn Third Party Aggregate Ownership Interest**" has the meaning set forth in clause 4.6; and "**Wynn Third Party Investors**" has the meaning set forth in clause 4.6.

**1.2** In this Agreement, except where the context otherwise requires:

- (a) a company is a "**Subsidiary**" of another company, its "**Holding Company**", if:
  - (i) that other company:
    - (A) holds a majority of the voting rights in it;
    - (B) is a member of it and has the right to appoint or remove a majority of its board of directors or equivalent managing body;
    - (C) is a member of it and Controls alone, or, pursuant to an agreement with other members, a majority of the voting rights in it; or
    - (D) has the right to exercise a dominant influence over it pursuant to its constitutional documents or otherwise pursuant to a contract; or
  - (ii) it is a Subsidiary of a company that is itself a Subsidiary of that other company;
- (b) references to a "**company**" shall be construed so as to include any Person, company, corporation or other body corporate or other legal entity, wherever and however incorporated or established (as applicable);
- (c) references to a "**Person**" means any individual, firm, company, corporation, joint stock company, limited liability company, partnership, joint venture, association, trust, unincorporated organisation, Governmental Entity, state or agency of a state, or other entity, works council or employee representative body (whether or not having separate legal personality);
- (d) words in the singular shall include the plural and vice versa, and references to one (1) gender shall include other genders;
- (e) unless otherwise expressly stated, a reference to a Schedule, clause, section, subsection or paragraph shall be a reference to a schedule, clause, section, subsection or paragraph (as the case may be) of or to this Agreement;
- (f) references to years, quarters, months, days and the passage of time shall be construed in accordance with the Gregorian calendar and, unless otherwise specified, references to time refer to the time in the UAE;

- (g) where the day on which any act, matter or thing is to be done is a day other than a Business Day, then that act, matter or thing shall be done on or by the next Business Day;
- (h) references to writing shall include any mode of reproducing words in any legible form, including by way of email;
- (i) words preceding **include, includes, including** and **included** shall be construed without limitation;
- (j) the headings and table of contents in this Agreement are for convenience only and shall not affect its interpretation;
- (k) the words **best efforts** shall mean the use of diligence, good faith, and every realistic effort (including incurring all reasonable costs) to the extent such efforts do not materially prejudice the interests of the acting party;
- (l) the words **commercially reasonable efforts** shall mean the use of reasonable efforts conducted in good faith in a commercially reasonable and prudent manner;
- (m) subject to any express provisions of this Agreement to the contrary, the obligations of any Party are to be performed at that Party's own cost and expense;
- (n) any reference to this Agreement or to any other agreement or document shall be construed as a reference to this Agreement or that other agreement or document as amended, varied, supplemented, replaced or novated (in each case, other than in breach of this Agreement or that other agreement or document);
- (o) references to any Governmental Entity or any governmental department, commission, board, bureau, agency, regulatory authority, instrumentality, judicial or administrative body, in any jurisdiction, shall include any successor to such entity; and
- (p) where amounts are expressed in both AED and US\$, the US\$ figure is for information purposes only, and it is the AED amount that shall prevail and bind the Parties.

## **2. EFFECTIVENESS, FORMATION AND COMMENCEMENT**

### **2.1 Effectiveness**

- (a) This Agreement shall become effective on the Effective Date and, accordingly (but without prejudice to the provisions of the Waiver and Shareholder Loan Agreement, the Amended and Restated Shareholder Loan Agreement and any and all accrued rights and liabilities under the A&R Shareholders' Agreement) shall amend, restate, supersede and replace the A&R Shareholders' Agreement with effect on and from the Effective Date.
- (b) As soon as is reasonably practicable following the Effective Date, the Shareholders shall execute an updated Articles of Association to reflect such amendments to the Articles of Association as are required in light of the provisions of this Agreement and clause 25.2(b).
- (c) Each Party hereby agrees that any and all references in the Waiver and Shareholder Loan Agreement or the Amended and Restated Shareholder Loan Agreement to the A&R Shareholders' Agreement (or any provision of the A&R Shareholders' Agreement) shall, with effect on and from the Effective Date, be construed as a reference to this Agreement (or the equivalent provision of this Agreement).

## 2.2 Formation of the Company

- (a) The Company was incorporated by Marjan in accordance with the provisions set forth in Schedule 1.
- (b) The initial duration of the Company is for a period of twenty-five (25) years (the "**Term**"), effective from and including the date on which it was formed. The Term shall be automatically renewed for successive periods of ten (10) years, unless any Shareholder provides each of the other Shareholders with written notice of its intention not to renew at least twelve (12) months prior to the end of the Term or renewed period thereof.

## 2.3 Head Office

The head office of the Company (the "**Head Office**") shall be located in the Emirate of Ras Al Khaimah, UAE, or such other place within the UAE as the Shareholders may decide from time to time.

## 3. BUSINESS OF THE JV GROUP

**3.1** The business of the JV Group (the "**Business**"), and the objective for which the JV Group Companies are or will be formed, shall be to manage the development and execution of the Project and the Business as may be expanded and amended from time to time, including to encompass the development of any further integrated resort(s), and to own and oversee the management of the Integrated Resort, it being agreed that the operation of the Integrated Resort shall be delegated to the Operator pursuant to the IRMA.

**3.2** The Business shall be conducted:

- (a) in accordance with Applicable Law
- (b) in accordance with the Budget;
- (c) in accordance with the standards and requirements of Wynn Resorts (for so long as Wynn Resorts or any of its Affiliates is the Operator), as well as appropriate international best practices as adopted by similar companies in mature markets in all aspects of health, safety, security and environmental protection, and overall operations; and
- (d) in a commercially prudent manner designed to maximize the value of the Integrated Resort and achieve high levels of efficiency, safety, productivity and profitability.

**3.3** The Shareholders shall not:

- (a) cause any JV Group Company to undertake any activities which are contrary to or outside the scope of its licensed objectives, as amended from time to time; or
- (b) co-mingle their monies or other funds with those of any JV Group Company; or
- (c) procure or otherwise facilitate the involvement of any JV Group Company with any Shareholder's activities outside of the Business without the prior approval of the Board.

## 4. FIRST CLOSING

### 4.1 Conditions to First Closing

First Closing was conditional on satisfaction or waiver of the following:

- (a) The opening of the Company Bank Account;
  - (b) Confirmation in writing in relation to the agreement by the Parties on the concept master planning for "the Project" (as defined in the A&R Shareholders' Agreement) dated 13 September 2022;
  - (c) The RAK Shareholders' notification to the other Parties of the identity of three (3) individuals that they wish to see appointed to the Board at First Closing (and in respect of whom the Shareholders undertake to procure such appointment to the Board) (the "**RAK Nominees**");
  - (d) Wynn SPV's notification to the other Parties of the identity of two (2) individuals whom it wishes to see appointed to the Board at First Closing (and in respect of whom the Shareholders undertake to procure such appointment to the Board) (the "**Wynn SPV Nominees**");
  - (e) Each of the Parties (other than the Company) issuing a power of attorney authorising persons in the UAE to submit documents to and appear before authorities in the UAE, and execute documents before the notary public on behalf of each such Party in connection with the Initial Subscription and the other steps to take place at First Closing; and
  - (f) Agreement between the Shareholders and Marjan on the valuation of the "Plot" (as defined in the A&R Shareholders' Agreement) in AED in the manner specified in the A&R Shareholders' Agreement,
- (the "**First Closing Conditions**").

#### 4.2 Satisfaction of First Closing Conditions

Each Party agrees that the First Closing Conditions have already been satisfied or waived and, accordingly, that First Closing occurred on 7 December 2022.

#### 4.3 Steps at First Closing

On the First Closing Date the following steps occurred:

- (a) RAKHH SPV contributed in cash to the Company Bank Account AED 216,530,000 (US\$59,000,000) to subscribe for and receive 216,530 Shares representing an Ownership Interest of fifty-nine per cent (59%);
  - (b) Wynn SPV contributed AED 146,800,000 (US\$ 40,000,000) in cash to the Company Bank Account to subscribe for and receive 146,800 Shares,
- (sub clauses (a) to (b) together, the "**Initial Subscription**");
- (c) the Shareholders executed an updated Articles of Association (the Agreed Form of which was attached as Schedule 12 to the Shareholders' Agreement) in front of a RAKEZ officer in accordance with Applicable Law);
  - (d) the Company allotted and issued to RAKHH SPV and Wynn SPV their respective allocation of Shares in the Initial Subscription;

- (e) the RAK Nominees and the Wynn SPV Nominees were appointed as Directors, with each such appointee having executed an appropriate letter of appointment addressed to the Company; and
- (f) the Development Services Agreement was executed by each of the Company and Wynn Resorts and any other party thereto.

#### 4.4 Share Capital following First Closing

- (a) The Share Capital immediately following First Closing (and as at the Effective Date) (the "**First Closing Capital**") was and is AED 367,000,000 (US\$ 100,000,000) divided into 367,000 Shares with a par value of AED 1,000 each ("**Par Value**"), allotted between the Shareholders as follows:

Shareholder	No. of Shares	Ownership Interest
RAKHH SPV	216,530	59%
Marjan SPV	3,670	1%
Wynn SPV	146,800	40%

- (b) The Shareholders expressly agree that the Initial Subscription was not contributed by a Shareholder as a contribution in-kind.
- (c) All Shares issued at First Closing were issued and priced at their Par Value with no share premium.

#### 4.5 Use of First Closing Capital

- (a) The Parties, acting through the JV Group, shall use the First Closing Capital to fund Project-related costs (such as design, development and master planning costs), to fund the costs of satisfying the Second Closing Conditions, and to enable the JV Group to commence the construction phase of the Integrated Resort.
- (b) As at the date of this Agreement, all of the First Closing Capital has been used to fund the design and development of the Project, meaning that none of the First Closing Capital remains available for use in accordance with clause 4.5(a).

#### 4.6 Third Party Investors

- (a) The RAK Shareholders shall have the right to introduce one or more Third Party investors to the Project or the Business (the "**RAK Third Party Investors**"), who may acquire Shares from the RAK Shareholders at any time after the First Closing or subscribe for some of any new Shares that would otherwise have been subscribed for by the RAK Shareholders from time to time, provided that the aggregate Ownership Interest of all such the Third Party Investors (the "**RAK Third Party Aggregate Ownership Interest**") shall not exceed the sum of nine per cent (9%).
- (b) Wynn shall have the right to introduce one or more Third Party investors to the Project or the Business (the "**Wynn Third Party Investors**"), who may acquire Shares from the Wynn SPV at any time after the First Closing or subscribe for some of any new Shares that would otherwise have been subscribed for by the Wynn SPV from time to time, provided that the aggregate Ownership Interest of all such Wynn

Third Party Investors (the "**Wynn Third Party Aggregate Ownership Interest**") shall not exceed the sum of six per cent (6%).

#### 4.7 Formation and First Closing Costs

Each Party agrees that the Formation and First Closing Costs have already been reimbursed by the Company to Marjan and that Marjan is not entitled to receive any further amounts from the Company in respect of the Formation and First Closing Costs.

### 5. SECOND CLOSING

#### 5.1 Conditions to Second Closing

Second Closing shall be conditional on the satisfaction or waiver of the following:

- (a) Finalisation of the schematic design for the Integrated Resort and its approval by the Board;
- (b) Finalisation of the Area Program and its approval by the Board;
- (c) Receipt by the Company (and approval by the Board) of the following items from Marjan, and (to the extent relevant) their subsequent submission to the Shareholders, in each case prior to approval and adoption of the Development Budget as set out in clause 5.1(g):
  - (i) Final master plan for the Island to be prepared consistently with the affection plans for the Second Closing Plots and delivered to the Board by Marjan and which shall include definitive Parameters of the Main Plot, the Land Bank, the Janu Plot, the Second IR Plot, the Luxury Hotel & Apartments Plot and the Infrastructure Plot, in each case, as if all relevant land reclamation works (which shall be specified in such plan) have been completed (the "**Final Master Plan**");
  - (ii) the Plot Contribution Schedule;
  - (iii) the final Development Budget;
  - (iv) Non-binding term sheets or letters of intent for the Project Financing Agreements, executed by the proposed third-party lenders (or lending syndicate);
  - (v) The Agreed Form equity contribution schedule, setting out: (i) the extent to which the Total Equity Commitment Amount will be contributed to the Company by the relevant Shareholders at Second Closing; (ii) the amount of cash to be contributed to the Company by the relevant Shareholders at Second Closing in respect of contribution and/or transfer the Second Closing Plots (which shall be consistent with the Plot Contribution Schedule); (iii) the number of Shares to be allotted and issued to the relevant Shareholders in respect of the cash contributions referred to at (i) and (ii), in respect of the transfer and contribution of the Second Closing Plots to the Company or relevant Plot Nominee (as applicable) and in connection with the conversion of the Shareholder Loans provided to the Company pursuant to the Amended and Restated Shareholder Loan Agreement; and (iv) if applicable, how and when (following Second Closing) further subscriptions for Shares will be called for from the Shareholders up to the Total Equity Commitment Amount, in coordination with any drawdowns under the Project Financing Agreements, so as to manage the cash flow for the Project (the "**Equity Contribution Schedule**");

- (vi) Third-Party costing and estimate reports for the Project (which shall be used as back-up data for the Development Budget);
  - (vii) Company procurement strategy for the Project;
  - (viii) Agreed Forms of the tender documents for submission by any JV Group Company to third parties to invite them to tender for the construction of the Project;
  - (ix) Logistics plans for the undertaking of the Project and its construction and associated costs;
  - (x) Project management plan; and
  - (xi) Project controls (cost and schedule) plan;
- (d) Agreement between the Shareholders and Marjan on the New Plot Valuation;
  - (e) To the extent not already incorporated, the incorporation by the Company of such new Subsidiaries as specified in the Plot Contribution Schedule;
  - (f) Receipt by the Company (and approval by the Board) of copies of the title deeds and affection plans for the Second Closing Plots from Marjan and their subsequent submission to the Shareholders;
  - (g) Approval by the Shareholders (as a Shareholder Reserved Matter) of the Total Equity Commitment Amount, the Development Budget, and the adoption of the Development Budget by the Company pursuant to approval by the Board;
  - (h) The novation by the Company to Wynn Al Marjan Island FZ LLC of all of the Company's rights, benefits, obligations and liabilities under the Development Services Agreement, IRMA, Trademark License Agreement, and Marketing and Central Services Agreement on terms to be agreed between the Shareholders, it being agreed that each of such contracts shall be amended to include provisions pursuant to which the Company will remain as a party to each of such agreements to guarantee the due and punctual performance of the obligations and liabilities of Wynn Al Marjan Island FZ LLC under, pursuant to and for breach of such agreements;
  - (i) The novation by Wynn Resorts to Wynn ME Management, LLC of all of Wynn Resorts' rights, benefits, obligations and liabilities under the IRMA on terms to be agreed between the Shareholders;
  - (j) The Parties procuring that an SPA is completed and fully executed by Marjan (as seller) and the relevant Plot Nominee (as buyer) in respect of each of the Main Plot, the Janu Plot, the Land Bank Plot, the Second IR Plot and the Luxury Hotel & Apartments Plot in accordance with the Plot Contribution Schedule;
  - (k) The RAK Shareholders delivering to Wynn SPV and the Company the Second Closing Proportion Schedule;
  - (l) Each of the Shareholders (and any Third Party Investor(s)) subscribing for Shares at Second Closing issuing a power of attorney (or a shareholders' resolution, notarised and attested as required under Applicable Law) authorising persons in the UAE to submit documents and appear before authorities in the UAE, and execute documents before the

notary public on behalf of such Shareholder in connection with the steps to take place at Second Closing; and

- (m) The satisfaction or waiver of all "Closing Conditions" under the Infra Shareholders' Agreement (other than the "Closing Condition" set out in Clause 4.1(k) of the Infra Shareholders' Agreement), in each case, in accordance with the Infra Shareholders' Agreement.

(the "**Second Closing Conditions**").

## **5.2 Satisfaction of Second Closing Conditions**

- (a) The Shareholders shall each use their respective commercially reasonable efforts to procure that the Second Closing Conditions are fulfilled as soon as possible and in any event on or before the Second Long Stop Date.
- (b) Each Party shall provide such information and documents and such other assistance as may be reasonably required by each other Party in order for that other Party to be able to fulfil its obligations under this clause 5.2.
- (c) The Shareholders may waive or amend all or any of the Second Closing Conditions in whole or in part, at any time by mutual agreement in writing.
- (d) If the Second Closing Conditions are not fulfilled or, where applicable, waived on or before the Second Long Stop Date (or such later date as the Parties may agree in writing), any Shareholder may, by notice in writing to the other Parties, terminate this Agreement and the Parties shall begin the process of Winding Up each JV Group Company as soon as reasonably practicable, in which case no Shareholder shall have any rights or obligations under this Agreement (and no Party shall have any claim against the other) except in respect of any previous breach of this Agreement (including a breach of this clause 5.2). The Surviving Provisions shall survive any such termination.
- (e) A Shareholder may not exercise a right of termination under clause 5.2(d), if that Shareholder's breach of this Agreement is a material cause of, or resulted in, any Second Closing Condition not being fulfilled by the Second Long Stop Date.

## **5.3 Steps at Second Closing**

On or before the Second Closing Date, the Shareholders shall procure that the following steps occur:

- (a) Marjan will transfer and contribute the Second Closing Plots to the Company and/or the relevant Plot Nominee (in lieu of the Company) in accordance with the Plot Contribution Schedule and the relevant SPAs executed pursuant to clause 5.1(j), it being agreed that:
  - (i) to the extent the Plot Contribution Schedule requires any consideration to be paid by the Company in respect of a Second Closing Plot to comprise of cash, then:
    - (A) the RAK Shareholders shall contribute such amount in AED to the Company Bank Account, and thereby subscribe for and receive the corresponding number of new Shares issued by the Company at Par Value, as is equal to sixty per cent. (60%) of the aggregate portion of the New Plot Valuation allocated to such Second Closing Plot in the Plot Contribution Schedule;

- (B) Wynn SPV shall contribute such amount in AED to the Company Bank Account, and thereby subscribe for and receive the corresponding number of new Shares issued by the Company at Par Value, as is equal to forty percent (40%) of the aggregate portion of the New Plot Valuation allocated to such Second Closing Plot in the Plot Contribution Schedule; and
  - (C) the Company shall pay the amount contributed by the RAK Shareholders and Wynn SPV pursuant to clauses 5.3(a)(i)(A) and 5.3(a)(i)(B) to Marjan; and
- (ii) to the extent the Plot Contribution Schedule requires any consideration to be paid by the Company in respect of a Second Closing Plot to comprise of Shares, then:
  - (A) such Shares shall be issued and allotted to Marjan SPV (instead of Marjan);
  - (B) upon the transfer and contribution by Marjan of such Second Closing Plot to the Company or the relevant Plot Nominee (in lieu of the Company), Marjan SPV shall receive such number of new Shares issued by the Company as is equal to the aggregate portion of the New Plot Valuation that is allocated to such Second Closing Plot in the Plot Contribution Schedule, divided by the Par Value, from which it may require the Company to allot and issue any number of such new Shares to RAKHH SPV (it being agreed that any Shares issued and allotted to Marjan SPV and/or RAKHH SPV in respect of the aggregate portion of the New Plot Valuation that relates to any Related Plot will be issued as unpaid Shares and only be deemed to have been paid up upon the completion of the steps and actions in clause 5.5 in respect of such Related Plot, and that the balance of the Shares will be credited as fully paid up); and
  - (C) clause 5.3(c) shall apply in respect of the contributions required from Wynn SPV in respect of such Second Closing Plot;
- (b) If the Shareholders (as a Shareholder Reserved Matter) agree that any portion of the Total Equity Commitment Amount should be contributed to the Company at Second Closing, the RAK Shareholders shall, in addition to the contributions as described in clause 5.3(a), contribute such amount in AED to the Company Bank Account, and thereby subscribe for and receive the corresponding number of new Shares issued by the Company at Par Value (credited as fully paid), as is equal to sixty percent (60%) of such portion of the Total Equity Commitment Amount;
- (c) Wynn SPV shall contribute such amount in AED to the Company Bank Account, and thereby subscribe for and receive the corresponding number of new fully paid up Shares issued by the Company at Par Value, as is necessary for it to maintain its Ownership Interest of forty percent (40%) immediately following Second Closing (and following the contribution of the Second Closing Plots to the Company and/or relevant Plot Nominee(s) in lieu of the Company and the issuance and allotment of the Shares referred to in clauses 5.3(a),5.3(b), 5.3(d) and 5.3(e)) as set out in the Equity Contribution Schedule and Second Closing Proportion Schedule;

- (d) each Third Party Investor holding Shares prior to Second Closing (if any) shall contribute such amount in AED to the Company Bank Account, and thereby subscribe for and receive the corresponding number of new fully paid up Shares issued by the Company at Par Value, as is necessary for it to maintain its Ownership Interest as set out in the Second Closing Proportion Schedule immediately following Second Closing;
- (e) Any new Third Party Investor that does not hold Shares prior to Second Closing but has agreed to subscribe for Shares at Second Closing, if applicable, shall contribute its agreed subscription amount in AED to the Company Bank Account, and thereby subscribe for and receive the corresponding number of new Shares issued by the Company at Par Value, as set out in the Second Closing Proportion Schedule immediately following Second Closing;
- (f) the Company shall allot and issue to each Shareholder (including any Third Party Investor) its respective allocation of Shares as described above upon receipt of the relevant subscription payment, it being agreed that all Shares issued at Second Closing shall be priced and issued at their Par Value with no share premium (and, unless specified otherwise above, credited as fully paid); and
- (g) the Shareholders shall execute the Articles of Association reflecting the increase in share capital equal to the aggregate amount indicated in the Second Closing Proportion Schedule in front of a RAKEZ officer in accordance with Applicable Law.

#### **5.4 Plot Nominees**

- (a) Each Party acknowledges and agrees that:
  - (i) the Company may from time to time direct that Marjan transfers and contributes the Plot (or any Second Closing Plot) to a Plot Nominee (in lieu of the Company) and that such direction(s) will be set out in the Plot Contribution Schedule;
  - (ii) any transfer and contribution of the Plot (or any Second Closing Plot) to a Plot Nominee by Marjan in accordance with the Plot Contribution Schedule shall be deemed to be a transfer and contribution of the Plot (or relevant Second Closing Plot) to the Company; and
  - (iii) notwithstanding any such transfer and contribution to a Plot Nominee, the Company will remain liable for the allotment and issuance of the relevant Shares as consideration for such transfer and contribution, any other payment of the relevant consideration and any and all liabilities in respect of the Plot (or relevant Second Closing Plot) under this Agreement or any relevant contribution agreement entered into by the Company and the Plot Nominee.

#### **5.5 Reclamation of the Related Plots**

- (a) Without prejudice to the provisions of clause 5.6, Marjan hereby irrevocably undertakes to each of the other Parties and agrees to (at its own cost):
  - (i) complete (or procure the completion of) all reclamation works in respect of the Related Plots as are necessary so that the Second Closing Plots reflect the definitive Parameters set out in the Final Master Plan as soon as possible following Second Closing and in any event no later than the Reclamation Longstop Date; and

- (ii) in respect of such reclamation works in respect of each of the Related Plots, provide the Company and the Shareholders with: (i) regular updates in respect of the relevant reclamation works; and (ii) an irrevocable confirmation of the scheduled completion date of the relevant reclamation works at least 30 days' in advance of their completion.
- (b) In respect of each Second Closing Plot, for the purposes of clause 5.5(a)(i), the relevant reclamation works in respect of the relevant Related Plot shall be deemed to be completed upon the receipt by the Company (and approval by the Board) of the following items from Marjan in respect of such Related Plot, and their subsequent submission to and approval by the Shareholders:
  - (i) A written notice confirming the completion of the relevant reclamation works for the relevant Related Plot as indicated in the Final Master Plan in accordance with clause 5.5(a) (provided that the actual aggregate area of the Plot may deviate from the definitive Parameters in the Final Master Plan, subject to and in accordance with clause 5.6), accompanied by a copy of the taking-over certificate in respect of those reclamation works which is issued pursuant to the construction contract entered into by Marjan in relation to the carrying out of those reclamation works;
  - (ii) A survey plan of the Second Closing Plot to which such Related Plot relates prepared by a duly qualified and licensed surveyor following the completion of the relevant reclamation works in respect of the relevant Related Plot (as indicated to in the Final Master Plan) which confirms the extent to which the actual Parameters of such Second Closing Plot align with or deviate from the definitive Parameters for such Second Closing Plot set out in the Final Master Plan; and
  - (iii) If necessary, a revised allocation of the New Plot Valuation for that Second Closing Plot, based on the actual Parameters of such Second Closing Plot (as confirmed in the survey plan referred to in clause 5.5(b)(ii)).
- (c) If, despite Marjan using its best endeavours to comply with its obligations under clause 5.5(a)(i), the relevant reclamation works required to ensure that any Second Closing Plot reflects the definitive Parameters in respect of such Second Closing Plot set out in the Final Master Plan are not reasonably likely to be completed on or before the date falling one (1) year after the Second Closing Date, then Marjan may, by written notice to the other Parties (the "**Extension Notice**"), unilaterally extend the Reclamation Long Stop Date to be a date that is no later than the date falling eighteen (18) months after the Second Closing Date. Marjan may only exercise its rights under this clause 5.5(c): (i) once; (ii) on or after the date falling nine (9) months after the Second Closing Date; and (iii) on or before the date falling ten (10) months after the Second Closing Date.
- (d) Each Party acknowledges and agrees that, in respect of each Related Plot: (i) all consideration due and payable by the Company for such Related Plot was paid via the Company's issuance and allotment of Shares to Marjan SPV and/or RAKHH SPV (or payment of cash to Marjan) in accordance with clause 5.3(a), so no further consideration shall be payable by the Company upon the completion of any relevant reclamation works; and (ii) upon completion of the relevant reclamation works in respect of such Related Plot in accordance with this clause 5.5, the Company shall credit any Shares that were issued to Marjan SPV and/or RAKHH SPV in respect of

such Related Plot in accordance with clause 5.3(a) (and left unpaid) as fully paid up Shares.

- (e) If any survey plan prepared pursuant to clause 5.5(b)(ii) confirms that the actual Parameters of the relevant Second Closing Plot deviate from the definitive Parameters for that Second Closing Plot set out in the Final Master Plan, then:
  - (i) Marjan shall, at its cost, as soon as practically possible:
    - (A) revise the Final Master Plan so that it aligns with that survey plan;
    - (B) take all necessary steps, including appearing before the relevant authorities (including but not limited to RAKM), to amend and update the relevant affection plan and title deed for that Second Closing Plot so that the Parameters of that Second Closing Plot as shown in that affection plan and title deed align with the actual Parameters of that Second Closing Plot as shown in that survey plan; and
    - (C) deliver that amended and updated affection plan and title deed (together with the revised Final Master Plan) to the Board for approval (and subsequently to the Shareholders); and
  - (ii) the Parties shall provide such information and documents and such other assistance as may be reasonably required by Marjan in order for Marjan to be able to fulfil its obligations under clause 5.5(e)(i).

## 5.6 True-Up on Deviation of Plot Area

- (a) Without prejudice to the provisions of this clause 5.6, each Party acknowledges and agrees that: (i) no material deviations in respect of the definitive Parameters or actual size of any Second Closing Plot set out in the Final Master Plan are envisaged or expected; and (ii) any deviation from the Final Master Plan shall require the prior written approval of: (i) Marjan; and (ii) all Shareholders as a Shareholder Reserved Matter.
- (b) If the survey plans for the Plot provided pursuant to clause 5.5(b)(ii) show that the actual aggregate area in square feet of the Second Closing Plots transferred and contributed to the Company (or relevant Plot Nominee in lieu of the Company) following the completion of the relevant reclamation works deviates from the definitive Parameters for the Plot (in its entirety) set out in the Final Master Plan, then, within 60 days following the earlier of: (i) the completion of all of the reclamation works in respect of all of the Related Plots in accordance with the relevant provisions of this Agreement; and (ii) the Reclamation Longstop Date (such earlier date being the "**True-Up Long Stop Date**"), the Company shall: (i) determine any required revisions to the aggregate New Plot Valuation (based on the actual aggregate area in square feet of the Second Closing Plots transferred and contributed to the Company (or relevant Plot Nominee in lieu of the Company), following the completion of the relevant reclamation works, and otherwise using the same methodology as set out in the definition of "New Plot Valuation"); and (ii) confirm such determination in writing to the Shareholders.
- (c) The Parties agree that, unless otherwise agreed in writing between the Shareholders (and without prejudice to any other remedy or claim available to any Party under, pursuant to or for breach of any provision of this Agreement, including in connection with any failure by Marjan to comply with any of its obligations under clause 5.5 or any Second Closing Plot deviating from the Final Master Plan):

(i) If the actual aggregate area of the Plot transferred and contributed to the Company or relevant Plot Nominee following the completion of the relevant reclamation works (based on the relevant survey plans, title deeds and affection plans) (the "**Actual Plot Area**") is greater than the aggregate area of the Plot indicated in the Final Master Plan:

(A) Marjan SPV shall subscribe for (and the Company shall allot and issue to Marjan SPV, credited as fully paid) such number of additional Shares in the Company as is equal to: (i) the revised New Plot Valuation (based on the Actual Plot Area and otherwise using the same methodology as set out in clause 5.1(d)), minus the New Plot Valuation agreed pursuant to clause 5.1(d); divided by (ii) the Par Value, from which it may require the Company to allot and issue any number of such new Shares to RAKHH SPV (it being agreed that the consideration for such Shares will have been paid by Marjan transferring and contributing land to the Company, or relevant Plot Nominee in lieu of the Company, in excess of the aggregate area of the Plot indicated in the Final Master Plan);

(B) Wynn SPV shall contribute such amount in cash in AED to the Company Bank Account, and thereby subscribe for (and the Company shall allot and issue to Wynn SPV, credited as fully paid) the corresponding number of new fully paid up Shares issued by the Company at Par Value, as is necessary for it to maintain its Ownership Interest of forty percent (40%) immediately following the allotment and issue of the Shares referred to in clauses 5.6(c)(i)(A) and 5.6(c)(i)(C); and

(C) each Third Party Investor holding Shares shall contribute such amount in AED to the Company Bank Account, and thereby subscribe for (and the Company shall allot and issue to such Third Party Investor, credited as fully paid) the corresponding number of new fully paid up Shares issued by the Company at Par Value, as is necessary for it to maintain its Ownership Interest as at immediately prior to the allotment and issue of the Shares referred to in clauses 5.6(c)(i)(A) and 5.6(c)(i)(B),

provided that, if the Actual Plot Area is more than five per cent (5%) greater than the aggregate area of the Plot indicated in the Final Master Plan, the provisions of clauses 5.6(c)(i)(A) to 5.6(c)(i)(C) (inclusive) shall apply as if the Actual Plot Area is exactly five per cent (5%) greater than the aggregate area of the Final Master Plan only; and

(D) the purchase price in the relevant SPA(s) shall be varied accordingly and the Parties shall procure that:

I. an amendment agreement is entered into in respect of the relevant SPA to give effect to that required variation; and

II. any additional registration fees payable to RAKM as a result of that variation are paid without delay to RAKM; and

(ii) If the Actual Plot Area is smaller than the aggregate area of the Plot indicated in the Final Master Plan, Marjan SPV shall contribute such amount in cash in

AED to the Company Bank Account as is equal to the New Plot Valuation agreed pursuant to clause 5.1(d) minus the revised New Plot Valuation (based on the Actual Plot Area and otherwise using the same methodology as set out in clause 5.1(d)) (it being agreed that such cash contribution shall be recorded as payment in respect of the Shares issued to Marjan SPV and/or RAKHH SPV at Second Closing and that the amount recorded as a payment in kind in respect of such Shares shall reflect the revised New Plot Valuation referred to in this clause).

- (d) The Parties will use commercially reasonable endeavours to complete the necessary steps at clause 5.6(c)(i) or clause 5.6(c)(ii) as soon as possible following the True Up Long Stop Date.
- (e) To the extent they have not already done so, any of the Shareholders (and any Third Party Investor(s)) subscribing for Shares pursuant to this clause 5.6 must issue a power of attorney (or a shareholders' resolution, notarised and attested as required under Applicable Law) authorising persons in the UAE to submit documents and appear before authorities in the UAE, and execute documents before the notary public on behalf of such Shareholder in connection with the steps to take place in respect of the Company's allotment and issuance of such Shares pursuant to this clause 5.6.

## 5.7 True up on Variation of Parameters

- (a) If, at any time following the True Up Longstop Date, the Parties agree that the definitive Parameters (including the land boundaries) of any Second Closing Plot shall be varied to be different to the definitive Parameters (including the land boundaries) of that Second Closing Plot indicated in the Final Master Plan or if applicable, the Final Master Plan revised pursuant to clause 5.5(e)(i) (the "**Amended Plot Parameters**"):
  - (i) Marjan shall, as soon as is practically possible (and at the cost of the JV Company):
    - (A) take all necessary steps, including appearing before the relevant authorities (including but not limited to RAKM), to implement the Amended Plot Parameters and procure the updated title deeds and affection plans referred to in clause 5.7(a)(i)(B)III; and
    - (B) deliver the following to the Board for approval (and subsequently to the Shareholders):
      - I. A revised version of the Final Master Plan reflecting the Amended Plot Parameters, in each case, as if all relevant land reclamation works and any proposed subdivision(s), consolidation(s), transfer(s) and/or other amendments of the relevant land titles have been completed;
      - II. A survey plan of each Second Closing Plot prepared by a duly qualified and licensed surveyor which reflects the Amended Plot Parameters;
      - III. A copy of the updated title deed and affection plan for each Second Closing Plot reflecting the Amended Plot Parameters and the survey plan prepared in accordance with clause 5.7(a)(i)(B)II; and

- IV. A revised allocation of the New Plot Valuation for each Second Closing Plot based on the Amended Plot Parameters (as confirmed in the title deed and affection plan referred to in clause 5.7(a)(i)(B)III);
- (ii) the Parties shall provide such information and documents and such other assistance as may be reasonably required by Marjan in order for Marjan to be able to fulfil its obligations under clause 5.7(a)(i);
- (iii) If applicable, the Parties shall arrange for any relevant cash amounts to be transferred between the relevant JV Group Companies in light of the revised allocation of the New Plot Valuation referred to in clause 5.7(a)(i)(B)IV (and for the JV Group's books and records to be updated accordingly); and
- (iv) To the extent applicable (and taking into account any amounts already contributed to the Company by the relevant Shareholder(s) pursuant to clause 5.6 and the extent to which the Plot has been contributed and transferred to the Company (or a Plot Nominee in lieu of the Company) in accordance with the relevant provisions of this Agreement):
  - (A) If, as a result of the implementation of the Amended Plot Parameters, the aggregate area of the Plot is greater than the aggregate area of the Plot indicated in the Final Master Plan or if applicable, the Final Master Plan revised pursuant to clause 5.5(e)(i) and, as a result of such increase, the aggregate area of the Infrastructure Plot is smaller than the aggregate area of the Infrastructure Plot indicated in the Final Master Plan or if applicable, the Final Master Plan revised pursuant to clause 5.5(e)(i), then the Parties shall, acting reasonably and in good faith, discuss and agree the steps to be undertaken to: (i) return capital to the shareholders of Infra PropCo Island 3 Infra Enterprises FZ LLC (to reflect the smaller area of the Infrastructure Plot); and (ii) inject such capital into the Company (to reflect the greater area of the Plot); and
  - (B) If, as a result of the implementation of the Amended Plot Parameters, the aggregate area of the Plot is smaller than the aggregate area of the Plot indicated in the Final Master Plan or if applicable, the Final Master Plan revised pursuant to clause 5.5(e)(i) and, as a result of such reduction, the aggregate area of the Infrastructure Plot is greater than the aggregate area of the Infrastructure Plot indicated in the Final Master Plan or if applicable, the Final Master Plan revised pursuant to clause 5.5(e)(i), then the Parties shall, acting reasonably and in good faith, discuss and agree the steps to be undertaken to: (i) return capital to the Shareholders (to reflect the smaller size of the Plot); and (ii) inject such capital into Infra PropCo Island 3 Infra Enterprises FZ LLC (to reflect the greater area of the Infrastructure Plot).
- (b) For the avoidance of doubt, the Parties agree that this clause 5.7 does not intend to require any additional reclamation works (or any construction or destruction works) to be carried out by any of the Parties in respect of the Plot.

## 5.8 Construction and Project Financing Agreements

The Parties shall procure that, save as they may otherwise unanimously agree:

- (a) before any JV Group Company commences the construction phase of any aspect of the Project, the relevant JV Group Company shall award and enter into the construction contracts for such aspect of the Project (it hereby being agreed by each of the Parties that any and all construction that has taken place prior to the date of this Agreement is hereby ratified and approved for all purposes under this Agreement);
- (b) each relevant JV Group Company and the relevant lenders or syndicate of lenders thereto shall execute the Project Financing Agreements and the first drawdown notice shall be issued thereunder at or as soon as is reasonably and practicably possible following Second Closing; and
- (c) after Second Closing, to the extent the Total Equity Commitment Amount has not be paid in full by each Shareholder at Second Closing, the Company shall be permitted to call for funding from the Shareholders (through Board-issued Funding Notices), in one or more tranches, up to the Total Equity Commitment Amount in accordance with the Equity Contribution Schedule to meet Project expenses to be incurred prior to Opening in accordance with the Development Budget.

## **6. SHAREHOLDER FUNDING**

### **6.1 Total Equity Commitment Amount**

- (a) To the extent the Total Equity Commitment Amount has not be paid in full by each Shareholder at Second Closing, each Shareholder undertakes to pay, contribute and subscribe for Shares in one or more tranches up to its Ownership Interest of the Total Equity Commitment Amount as and when called for by the Company prior to Opening (after taking into account any subscriptions for Shares made at First Closing and Second Closing), provided that, after Second Closing, any call by the Company for subscriptions for Shares up to the Total Equity Commitment Amount shall only be made by way of a Funding Notice issued in accordance with the Equity Contribution Schedule.
- (b) Any Total Equity Commitment paid to the Company in accordance with the relevant provisions of this Agreement shall be transferred to the relevant JV Group Company(ies) in the manner determined by the Board.

### **6.2 Additional Funding**

- (a) To the extent that the Board determines that further funding is required by any JV Group Company, whether by way of debt or equity contributions, at any time after the First Closing, that cannot be met through the proposed funding to be received pursuant to calls for subscription or drawdowns under the Total Equity Commitment Amount and the Project Financing Agreements (including the proposed contributions to be made at the Second Closing), such further funding requirements shall be satisfied (unless the Board and Shareholders unanimously agree otherwise) as follows (in order):
  - (i) first, the relevant JV Group Company shall seek Third Party non-recourse financing on commercially reasonable terms (without requiring Shareholder guarantees or other support from the Shareholders), on such terms as shall be agreeable to the Shareholders;
  - (ii) second, the Company shall seek Shareholder Loans from the Shareholders (pro rata to their Ownership Interests at the time), provided that the interest on any

Shareholder Loans may not exceed the Agreed Rate (and the funding received by the Company pursuant to such Shareholder Loans shall be transferred to the relevant JV Group Company in the manner determined by the Board); and

(iii) third, the Company shall seek new equity contributions from the Shareholders (pro rata to their Ownership Interests at the time), in return for Shares, subject to agreement by the Shareholders as a Shareholder Reserved Matter (and the funding received by the Company in exchange for such Shares shall be transferred to the relevant JV Group Company in the manner determined by the Board).

(b) If additional funding through contributions from Shareholders pursuant to clause 6.2(ii) or (iii) is required (subject to such caps as may be set in place by the Board from time to time), the Company shall deliver to the Shareholders a Funding Notice which specifies the amount of Shareholder funding to be subscribed for and/or contributed by each Shareholder (as applicable); *provided* that the portion of funding to be provided by each Shareholder shall correspond to such Shareholder's Ownership Interest as of the date of such Funding Notice.

### 6.3 Funding Calls

If a Funding Notice is issued to the Shareholders:

- (a) each Shareholder undertakes that it shall exercise its rights as a Shareholder and take such steps (including the execution and delivery of documents) as are necessary or desirable in connection with the issue of new Shares and/or the contribution of Shareholder Loans, including by signing all amendments to the Articles of Association;
- (b) each Shareholder shall within ninety (90) days of the issuance of a Funding Notice, pay the amounts required of it as set out in the Funding Notice;
- (c) to the extent the Shareholders provide any Shareholder Loans to the Company in response to such Funding Notice, all such Shareholder Loans shall include terms and conditions which are identical for all Shareholders, and include a requirement that such Shareholder Loans be drawn and repaid on a *pro rata* basis to each Shareholder's Ownership Interest, subject to this clause 6.3;
- (d) if there is a shortfall in the amount to be provided to the Company because a Shareholder (a "**Non-Contributing Shareholder**") does not fund all of its portion of the amount set out in its Funding Notice when required to do so in accordance with this Agreement (a "**Shortfall Amount**"), then:
  - (i) such Non-Contributing Shareholder shall be considered a Defaulting Shareholder and shall be subject to an Event of Default unless (i) the Funding Notice was issued for an amount that would take the total equity contribution of the Non-Contributing Shareholder over its proportionate share of the Total Equity Commitment Amount, and such Non-Contributing Shareholder has requested to be diluted to the extent of the Shortfall Amount or (ii) otherwise agreed by all the Shareholders;
  - (ii) each other Shareholder who contributes its share of requested funding in full (a "**Contributing Shareholder**") may (at its own discretion) at any time following such Non-Contributing Shareholder's failure to fund elect, and the other Shareholders shall take such steps (including the execution and delivery of documents), to allow such Contributing Shareholder to:

- (A) procure that the Company returns the entire amount contributed by the Contributing Shareholder as part of that Funding Notice; or
  - (B) fund the entirety or a part of the Shortfall Amount either by way of a subscription for Shares or Shareholder Loans or any combination of such methods (provided that any interest on a Shareholder Loan shall not exceed the Agreed Rate);
  - (iii) where more than one Contributing Shareholder wishes to fund all of the Shortfall Amount, they shall share the funding of such amount pro rata to the ratio of their Ownership Interests to one another; and
  - (iv) for the avoidance of doubt, no Shareholder shall be obliged to contribute any funds, in excess of the amount that is requested of it in the Funding Notice;
- (e) Subject to clause 17.3 and unless the Board and the Contributing Shareholder(s) agree otherwise, a Contributing Shareholder receiving back its contributed amounts in accordance with clause 6.3(d)(ii)(A) or electing to fund the entirety or a part of the Shortfall Amount, shall not cure the Event of Default caused by the Non-Contributing Shareholder, and the Non-Contributing Shareholder shall remain a Defaulting Shareholder until the Non-Contributing Shareholder remedies such Event of Default by making the contribution required of it in accordance with the relevant Funding Notice, either directly to the Company or to the Contributing Shareholder(s) who have settled the Shortfall Amount on its behalf, together with interest on such amount accruing at the Agreed Rate from the time the contribution should have been made until the time that it is made;
- (f) Should the Contributing Shareholder decide to fund all or a part of the Shortfall Amount in accordance with clause 6.3(d)(ii)(B) by way of a subscription for Shares, that Contributing Shareholder's Ownership Interest shall increase accordingly. If the Non-Contributing Shareholder subsequently remedies the Event of Default by making the contribution required of it to the relevant Contributing Shareholder, that Contributing Shareholder shall transfer to Non-Contributing Shareholder the Shares that it was so issued with, or assign and novate the relevant Shareholder Loans it provided, when funding all or a part of the Shortfall Amount. The Non-Contributing Shareholder shall be responsible for any and all taxes, fees, or costs required to register such transfer;
- (g) The Shareholders expressly agree that, in response to such Funding Notice, no Shareholder may contribute in-kind capital in exchange for Shares, unless expressly agreed in writing otherwise by all the other Shareholders; and
- (h) Any issuance of Shares up to the Total Equity Commitment Amount shall be at Par Value, whereas any issuance of Shares that would take the Share Capital above the Total Equity Commitment Amount shall be issued at a price per Share derived from the Fair Price of the Equity Interests at the relevant time, as determined under Schedule 2.

#### **6.4 Third-Party Debt Financing**

If any JV Group Company raises further funding by way of Third Party financing pursuant to clause 6.2(a)(i), (including corporate, project and asset-backed financing from commercial banks, debt capital markets, export credit agencies, government lending organisations or other third parties), the Company and the Shareholders agree that they shall each use their commercially reasonable efforts to assist the relevant JV Group Company in obtaining such financing.

However, no Shareholder shall be required to provide any guarantees or other credit support in connection with such financing unless it agrees otherwise in writing.

## 6.5 Wynn Funding

- (a) It is acknowledged by the Parties that Wynn SPV and/or Wynn Resorts may seek Third- Party financing to fund its equity contributions to the Company ("**Wynn Funding**").
- (b) The Shareholders and Parents other than Wynn Resorts and Wynn SPV ("**Non-Wynn Shareholders**") agree, so far as they are legally permitted to do so, to use their commercially reasonable efforts to cooperate with any reasonable requests from Third Parties related to the Wynn Funding, without recourse or financial obligation to the Non- Wynn Shareholders (including, so far as the Non-Wynn Shareholders are legally permitted to do so, with respect to possible requests for third party consents within the control of the Non-Wynn Shareholders or the provision of certain information in the possession of the Non-Wynn Shareholders that is reasonably required by any third-party lender providing the Wynn Funding).
- (c) If Wynn SPV enters into Wynn Funding, it is agreed that it may not grant security or create any Encumbrances over its directly held Equity Interests in the Company, or over any of the assets of a JV Group Company. The terms of any security or Encumbrance created by Wynn SPV (or its assignee) for the purposes of any Wynn Funding must include or be accompanied by a non-exclusive license to each JV Group Company to use the "Wynn" brand in connection with the Integrated Resort following the exercise and enforcement of any such security or Encumbrance up until the earlier of (i) the termination of the Transaction Agreements and (ii) the date falling ten (10) years after the date on which such security or Encumbrance is exercised or enforced.

## 6.6 Use of Capital

- (a) Each Party agrees that, unless otherwise specified in a particular Funding Notice, the JV Group shall be entitled to use any funding provided by the Shareholders in accordance with this Agreement (including, without limitation, any funding provided at Second Closing) to fund any Project-related costs, irrespective of the Second Closing Plot or the aspect of the Project to which such costs relate (but provided such costs are incurred and paid for in accordance with the Budget, the Development Budget, and the Business Plan (and otherwise as determined by the Board, subject to and in accordance with this Agreement)).
- (b) If a Funding Notice specifies that the relevant funding is being sought from the Shareholders for a particular purpose, then the funding provided by the relevant Shareholder(s) in respect of such Funding Notice shall only be used by the JV Group for such purpose.

## 7. SHAREHOLDER COMMITMENTS

### 7.1 Wynn Resorts support

Wynn Resorts will provide each JV Group Company with the following support:

- (a) resort management services in its capacity as Operator on the terms set out in the IRMA;
- (b) design, development and technical services to on the terms set out in the Development Services Agreement;

- (c) marketing, sales, reservations, information technology, and other Wynn Resorts group services on the terms set out in the Marketing and Central Services Agreement, and
- (d) the exclusive right to the use of the Wynn brand name within the United Arab Emirates on the terms set out in the Trademark License Agreement.

## 7.2 RAK Shareholders' obligations

- (a) Marjan shall be responsible for providing, at its own cost, adequate supporting infrastructure for the Project on the Island, including power supply, water, roads, street lighting, and sewage connections up to the boundaries of the Island, as may be required to develop the Project.
- (b) From First Closing until the completion of the Integrated Resort's construction and fit out, Marjan shall act as the principal day-to-day interface on behalf of the RAK Shareholders with the JV Group in the Project.
- (c) Marjan shall assist each JV Group Company with value engineering, tender management, and construction coordination through to the completion of the construction phase of the Project. Marjan's obligations to each JV Group Company in this regard shall be outlined in a separate service agreement with the Company (or relevant JV Group Company).
- (d) From completion of the Integrated Resort's construction and fit out ("**Pre-Opening**") onwards, RAKHH shall act as the principal day-to-day interface on behalf of the RAK Shareholders with the JV Group in the Project. RAKHH shall assume responsibility for the asset management of the Integrated Resort and the wider Project on behalf of the JV Group from Pre-Opening onwards. RAKHH's obligations to each JV Group Company in this regard shall be outlined in a separate asset management agreement with the Company (or relevant JV Group Company) to be negotiated and agreed at the relevant time.

## 7.3 Mutual obligations

The Parents shall each use their respective commercially reasonable efforts to procure that all permits and licences required in relation to the construction and operation of Integrated Resort (including for entertainment gaming) are obtained prior to Opening (or, if required for an earlier phase of the Project, before such time).

## 7.4 Use of the Second IR Plot

The Parties acknowledge and agree that Wynn SPV (or an Affiliate of it) shall be the casino operator of any casino developed on the Second IR Plot and Wynn SPV (or an Affiliate of it) shall remain the sole casino operator for the Second IR Plot.

## 8. THE BOARD

### 8.1 Members of the Board

- (a) The Business, and the overall strategic direction of the JV Group, shall be managed by the board of directors of the Company (the "**Board**").
- (b) The Board will consist of not fewer than four (4) members (each a "**Director**").
- (c) Subject to sub-clause (e) below, each Shareholder shall have a right to nominate a Director for appointment for every full twenty percent (20%) holding of Shares that it

owns. Subject to the rest of this clause 8.1, in circumstances where a Shareholder ceases to hold at least twenty percent (20%) of the Shares in the Company, that Shareholder shall no longer have a right to nominate a Director for appointment.

- (d) For so long as they collectively hold a majority of the Shares, whether directly or indirectly, the RAK Shareholders shall collectively have the right to nominate for appointment at least three (3) Directors, and in any event a majority of the Board (including if it requires their appointing more than three (3) Directors).
- (e) If Wynn SPV holds more than ten percent (10%) but less than twenty percent (20%) of the Shares, they shall have the right to nominate for appointment one (1) Director for so long as it (or its Affiliate) is the Operator.
- (f) The Shareholders shall procure, either through voting at a General Assembly or through execution of a written resolution, that the relevant nominees of the Shareholders pursuant to this clause 8 are appointed to (and removed from as the case may be) the Board promptly upon being informed of the identity of the proposed nominee(s).
- (g) The administrative affairs of the Board shall be managed by a secretary (the "**Secretary**"), who shall be appointed by a resolution of the Board and shall serve for such period of time as the Board shall determine.
- (h) A Director may be removed and replaced at the discretion of the Shareholder who nominated such Director at any time upon written Notice to the other Shareholders and the Secretary and the Shareholders shall promptly take all necessary action to give effect to such removal or replacement. Additionally, any Director may resign at any time upon written Notice to the Shareholders, the Board and the Secretary.
- (i) The Chairperson shall be a Director nominated by a RAK Shareholder, as approved by the Board, rotating every four (4) years or as otherwise agreed by the Board.
- (j) The Shareholders shall use their respective best efforts to ensure that the Directors nominated by them shall, when appointed to the Board, discharge their duties in accordance with this Agreement and Applicable Law.

## **8.2 Meetings; Notice; Proxy**

- (a) The Board shall meet at least four (4) times a Year.
- (b) The meetings of the Board shall be presided over by the Chairperson. The Chairperson shall set the agenda for meetings of the Board and shall have a casting vote in the event of a deadlocked Board.
- (c) The Chairperson may certify resolutions of the Board. The Chairperson shall have a casting vote in the event of a tie in a Board vote.
- (d) Meetings of the Board shall, subject to the provisions of this Agreement (including clauses 8.3(a) and 8.3(d)), be held in the UAE at the registered address of the Company unless otherwise agreed by a resolution of the Board, provided that at least one (1) meeting of the Board shall be held within four (4) months from the end of each Financial Year (or such shorter period as may be required by Applicable Law) in order for the Board to endorse the financial statements of the JV Group (and/or each relevant JV Group Company), prepare the Board report and prepare the Board recommendations in relation to the distribution of dividends.

- (e) A special Board meeting may be convened by Notice given by any Director in writing to the Chairperson and the Secretary, for good cause or a substantial reason related to the Business or a JV Group Company, the consideration of which cannot be reasonably deferred to a scheduled meeting of the Board.
- (f) At least fourteen (14) days' Notice of any Board meeting (scheduled or special, but excluding an Adjourned Meeting) shall be given, and such Notice shall include the agenda (save in the case of a bona fide emergency where a Board meeting may be convened at the request of a Director on forty-eight (48) hours' Notice, in which case the Notice must indicate the nature of, and reasons for, the emergency). A Director may waive (with respect to that Director), in writing, any requirement for advance Notice of any meeting on behalf of such Director. A written retrospective waiver of Notice, signed by a Director, shall be deemed equivalent to a Notice to that Director. A Director's attendance at a Board meeting shall constitute a waiver of Notice (with respect to that Director) of that meeting, unless such attendance was made solely in order to dispute improper notice.
- (g) Each Director may appoint an alternate Director to act in his/her place at Board meetings. A Director may also be represented at any Board meeting by another Director, *provided that* such Director has been duly appointed as a proxy ("**Proxy**") by the former in writing and Notice of such appointment is sent to the Secretary prior to such Board meeting.
- (h) Minutes of the Board meeting shall be taken by the Secretary, recorded in the English language, circulated to the Board after the meeting and signed by each of the Directors who were in attendance (in person or by Proxy) at the relevant Board meeting. The documents evidencing the adoption of resolutions shall be filed by the Secretary in the minute book, which shall be kept at the Head Office.

### **8.3 Quorum; Video-Conferencing Meetings**

- (a) Subject to the other provisions of this clause 8.3, the quorum for any duly convened Board meeting shall be at least three (3) Directors present in person or by Proxy, *provided that* at least one (1) Director appointed by each Shareholder entitled to nominate a Director for appointment must be present in person or by proxy at such meeting (in any manner permitted by clause 8.3(d)) for it to be quorate. If the Chairperson is not present, then another Director nominated by the RAK Shareholders and in attendance shall chair the meeting.
- (b) If a quorum is not present for a Board meeting within one (1) hour of the time appointed for the start of the meeting, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned to a time and place determined by the Chairperson (an "**Adjourned Meeting**") and at least five (5) days' notice shall be given to the Directors of such Adjourned Meeting. The quorum at any such Adjourned Meeting shall be any two (2) Directors.
- (c) The agenda for the Adjourned Meeting shall be those matters on the agenda of the original meeting which were not disposed of at the original meeting (unless all Directors agree otherwise).
- (d) A Director (or his or her Proxy) may participate in any Board meeting in person, by telephone, by video conference or by any other similar electronic means through which all Directors may communicate simultaneously. Such participation shall constitute presence at such meeting to the extent that each Director gets a full opportunity to deliberate, pose and answer questions and hear, and be heard by, all other participants

clearly and on a real-time basis, and is able to identify which Director is talking, as appropriate for the meeting and the meeting agenda.

#### **8.4 Resolutions of the Board**

- (a) Except with respect to Board Reserved Matters, the Board will adopt resolutions with respect to matters within its purview by a simple majority of the Directors attending a duly convened and quorate meeting, or otherwise pursuant to clause 8.5.
- (b) The Company shall not, and the Company shall procure that no other JV Group Company shall, take any binding action with respect to any Board Reserved Matter without the prior approval of at least two (2) Directors nominated by the RAK Shareholders and at least one  
(1) Director nominated by Wynn SPV.
- (c) The Chairperson shall have a casting vote in the event of a tie.

#### **8.5 Written Consent**

Any action to be taken by the Board may be taken without a meeting of the Board with the unanimous written approval of all of the Directors entitled to vote on such action. The written consents can be signed in a number of counterparts each signed by one (1) or more Directors, and all counterparts taken together shall constitute evidence of the resolution of the same action. The written consents to the taking of such action without a meeting and the record of the approved action shall be forwarded to the Secretary for inclusion in the minute book of the Company.

#### **8.6 Remuneration and Reimbursement of Expenses of Directors**

- (a) The Directors shall not be entitled to any remuneration from the Company in connection with the duties they perform as Directors, unless agreed otherwise by all of the Shareholders in writing and on such terms as are acceptable to the Shareholders.
- (b) The Company shall reimburse the Directors for the expenses duly incurred and properly evidenced in relation to attendance at meetings. To the extent reasonably practicable, the Directors shall attend meetings by telephone, by video conference or by any other similar electronic means through which all Directors may communicate simultaneously.

#### **8.7 Disclosure of Information**

Notwithstanding any other provision in this Agreement, each Director appointed by a Shareholder may disclose all information acquired by such Director in his/her capacity as a Director to the Shareholder who has nominated him/her.

#### **8.8 Enforcement of Rights; Conflicts of Interest**

- (a) There shall be deemed to be a "**Conflict Matter**" if any existing, potential or proposed arrangement, contract, litigation or other proceedings arise between a JV Group Company, on the one hand, and a Director, any entity Controlled by that Director, or the Shareholder who nominated a Director for appointment on the other hand.
- (b) At any meeting of the Board at which there is a potential Conflict Matter, the relevant Director who may have a conflict must declare (and the relevant Shareholder shall procure that its Directors shall declare) the nature and extent of his interest in the Conflict Matter.

- (c) The Conflict Matter shall be dealt with at a separate meeting or meetings of the Board.
- (d) Any Director that is the subject of or party to the Conflict Matter, or appointed by the relevant Shareholder in the Conflict Matter (an "**Excluded Director**") shall not be entitled to:
  - (i) participate in any discussions of the Conflict Matter;
  - (ii) receive information or advice received by a JV Group Company on such Conflict Matter;
  - (iii) vote (or be counted in the quorum at a meeting) in relation to such Conflict Matter; or
  - (iv) receive any minutes or records of deliberations of meeting of the Board related to a Conflict Matter.
- (e) To the extent that a resolution in respect of a Conflict Matter requires approval of the Excluded Director(s) then:
  - (i) the approval of such Excluded Director(s), as applicable, shall be deemed not to be required;
  - (ii) such Excluded Director(s) shall promptly take all necessary action to give effect to the action approved by the Directors or the Shareholders, as applicable, entitled to vote on and approve the Conflict Matter; and
  - (iii) the quorum at any meeting to pass resolutions with respect to a Conflict Matter of the Board shall be at least two (2) Directors who are entitled to vote on the Conflict Matter and are not Excluded Directors.

## **8.9 Director appointments and proceedings for Subsidiaries**

- (a) The Board shall determine: (i) the extent to which any JV Group Company (other than the Company) shall have its own board of directors; and (ii) if the Board determines that a JV Group Company (other than the Company) shall have its own board of directors, the terms of reference for such board. The composition of any board of directors of a JV Group Company (other than the Company) shall be determined in accordance with clause 8.9(b).
- (b) If the Board determines that a JV Group Company (other than the Company) shall have its own board of directors, each Shareholder that is entitled to nominate a Director for appointment pursuant to clause 8.1 shall also be entitled to nominate the same number of directors for appointment to such board, in each case, by written notice to the Company. If any Shareholder exercises such right of nomination, then the provisions of clauses 8.1 to 8.8 (inclusive) shall apply in respect of the relevant JV Group Company, *mutatis mutandis* (and the Company shall ensure that it or the relevant JV Group Company passes any and all shareholder or board resolutions that are required to implement any such nomination).

## **9. THE GENERAL ASSEMBLY OF THE COMPANY**

### **9.1 The General Assembly**

- (a) Meetings of the general assembly of Shareholders (the "**General Assembly**") shall be held annually, within four (4) months following the end of each Financial Year or at any other time required by Applicable Law, or upon the written request of a simple majority of the Directors, or a Shareholder's written request.
- (b) Meetings of the General Assembly shall be chaired by the Chairperson.
- (c) The Secretary shall be in charge of sending Notices of meetings, recording all minutes, deliberations and resolutions, and distributing copies of the same to all Shareholders. The Chairperson shall certify duly passed resolutions of the General Assembly.
- (d) Except as otherwise provided herein, each Shareholder shall have one vote for each Share that it owns and is registered in its name.
- (e) All meetings of the General Assembly shall be held in the UAE, or such other place as shall be agreed by the Shareholders.
- (f) The quorum for any meeting of the General Assembly shall be Shareholders who hold, in aggregate, an Ownership Interest of more than seventy-five percent (75%).
- (g) If a quorum is not present for a meeting of the General Assembly within one (1) hour of the time appointed for the start of the meeting, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned to a time and place determined by the Chairperson (a "**GA Adjourned Meeting**") and at least five (5) days' notice shall be given to the Shareholders of such GA Adjourned Meeting, and the agenda for the GA Adjourned Meeting shall be those matters on the agenda of the original meeting which were not disposed of at the original meeting (unless all Shareholders agree otherwise). The GA Adjourned Meeting shall be quorate if Shareholders who hold a simple majority of the Ownership Interest are present (in person or by proxy).
- (h) A Shareholder may appoint any Person to represent such Shareholder in a General Assembly meeting, *provided* that such Person has been duly appointed as proxy of the Shareholder in writing and such notice of appointment of proxy has been delivered to the Board prior to such General Assembly meeting.
- (i) Except as otherwise specifically provided in this clause 9.1, all conditions and procedures for proxy, and telephonic, video or electronic meetings of the Board shall apply, *mutatis mutandis*, to the General Assembly.
- (j) Any action to be taken by the General Assembly may be taken without a meeting of the General Assembly if the Shareholders entitled to vote on such action unanimously approve the taking of such action in writing. The written consents can be signed in a number of counterparts each signed by one (1) or more Shareholder, and all counterparts taken together shall constitute evidence of the resolution of the same action. The written consents to the taking of such action without a meeting and the record of the approved action shall be forwarded to the Secretary for inclusion in the minute book of the Company.

## 9.2 Notice; Conduct of Meetings

- (a) Notice of meetings must be delivered at least fourteen (14) days prior to such meeting, with the agenda and all papers delivered to the Shareholders at least seven (7) days prior to the date of such meeting. The Notice shall contain a reasonably detailed agenda (including any required materials) setting forth, among other things, those subjects which any of the Shareholders or the Board may have proposed to be discussed or voted on at the said meeting.

- (b) A written retrospective waiver of Notice, signed by an authorised signatory of the Shareholder, shall be deemed equivalent to a Notice to that Shareholder. A Shareholder's attendance at a General Assembly meeting shall constitute a waiver of Notice to that Shareholder of that meeting, unless such attendance was made solely in order to dispute improper notice.
- (c) The Chairman shall be appointed as the chair of Shareholder meetings, but shall not have a casting vote.
- (d) Minutes of meetings of the General Assembly shall be taken by the Secretary, recorded in the English language, circulated to the Directors during or after the meeting and, if agreed, signed by the Chairperson at the closing of the meeting. The documents evidencing the adoption of resolutions shall be filed by the Secretary in the minute book, which shall be kept at the Head Office.

### 9.3 Shareholder Decisions

Any matter which is required by Applicable Law or this Agreement to be approved or decided upon by the Shareholders, and that is not to be decided as a Shareholder Reserved Matter, shall require the approval of a simple majority of the Shareholders (unless a higher threshold is mandated by Applicable Law).

### 9.4 Shareholder Reserved Matters

The Company shall not, and the Company and the Shareholders shall procure that each JV Group Company shall not, take any action or anything which is analogous to or has a substantially similar effect to a Shareholder Reserved Matter, whether undertaken as a single transaction or a series of connected or related transactions (including decisions of the General Assembly made at a meeting reconvened due to a lack of quorum), other than with the affirmative vote at a General Assembly meeting (or otherwise in writing) of Shareholders holding more than seventy-five percent (75%) of the Ownership Interests of the Company.

## 10. COMPANY MANAGEMENT

- (a) The Board shall, from time to time and as a Board Reserved Matter, appoint those positions within the JV Group that are to be the day-to-day management team of the JV Group, which shall comprise the General Manager of the Company and such other officers of the JV Group as the Board shall agree (the "**Management Team**").
- (b) The Management Team shall be responsible for the day-to-day management of each JV Group Company unless the Board, as a Board Reserved Matter, determines that any JV Group Company requires a management team of its own (in each case, a "**Subsidiary Management Team**"). Any such Subsidiary Management Team shall comprise the General Manager of the relevant JV Group Company and such other officers of the JV Group as the Board may agree.
- (c) The duties and responsibilities of the Management Team and each Subsidiary Management Team will be determined by the Board in accordance with a delegation of authority (the "**Delegation of Authority**") and approved by the Board as a Board Reserved Matter. Where certain matters under the IRMA or other Transaction Agreements require the prior approval of a JV Group Company, they shall be referred to the Board or the Management Team or the relevant Subsidiary Management Team for approval, in each case, as shall be indicated under such Delegation of Authority.

## 11. STRATEGIC AND ANNUAL PLANNING

### 11.1 Budget (including Business Plan)

- (a) The annual budget for the JV Group (the "**Budget**") shall be prepared by the General Manager of the Company no later than thirty (30) days prior to the end of each Financial Year and submitted to the Board for approval as a Board Reserved Matter, following which it shall be submitted to the Shareholders for approval as a Shareholder Reserved Matter. Only once approved by the Shareholders and the Board shall the Company adopt the Budget.
- (b) The Budget shall include:
  - (i) specified contributions required from each JV Group Company under the Development Budget for the forthcoming Financial Year;
  - (ii) an operating budget for the JV Group, including payment of prescribed operator fees and expenses under the IRMA, and other working capital requirements for each calendar month in the forthcoming Financial Year; the operating budget shall include reference, without requiring exact specificity if Operator is unable to specifically identify in advance the various vendors or service providers Operator intends to engage in the subsequent year, to trade lines of credit, trade letters of credit and similar instruments or guarantees required to be issued or authorized by Operator in the normal course of its business up to an aggregate amount of US\$5,000,000 per annum;
  - (iii) non-operator payments required from each relevant JV Group Company for the forthcoming Financial Year under the IRMA, including projected Management Capital Improvements, contributions required to furniture, fixtures & equipment budgets, contributions to reserves, and other projected capital expenditures, indicating where the incurring of such payments is at the discretion of the operator of the Integrated Resort;
  - (iv) a sources and uses forecast for each JV Group Company for each calendar month in the forthcoming Financial Year;
  - (v) the Business Plan; and
  - (vi) any key performance indicators against which management performance shall be measured.
- (c) If the Budget is not approved by the Board (promptly following its approval as a Shareholder Reserved Matter) before the commencement of the new Financial Year, then the existing annual Budget shall continue until the new Budget is so approved, subject to
  - (i) an increase across all line items of three percent (3%) to account for inflation; and (ii) any specific amendments to items in the updated annual Budget that have otherwise been specifically agreed by the Board and the Shareholders.

## 12. DEADLOCK

### 12.1 Deadlock

A "**Deadlock Event**" is where:

- (a) a duly constituted meeting of the Board is unable or fails to approve or otherwise reach agreement with respect to any Board Reserved Matter on at least three (3) consecutive occasions and the casting vote of the Chairperson is not exercised; or
- (b) a duly constituted General Assembly is unable or fails to reach agreement with respect to any Shareholder Reserved Matter, on at least three (3) consecutive occasions.

## 12.2 Effect of Deadlock

- (a) If any Deadlock Event arises, the Deadlock Event shall immediately be referred by any member of the Board or any Shareholder to (i) the chief executive officer of Wynn Resorts (ii) the general manager of RAKHH and (iii) the chief executive officer of Marjan (the "**Senior Representatives**") for resolution as soon as reasonably practicable and in any event within sixty (60) days of its referral. Such request for resolution shall be in writing and shall be accompanied by the requesting Shareholder's or Director's statement of the matter and its position with respect thereto, including, if applicable, reasons and analytical support as to the importance of the resolution of the Deadlock Event for the Business.
- (b) If a Deadlock Event is resolved by the Senior Representatives, the Shareholders and each relevant Group Company shall be bound to give effect promptly to the agreement reached between the Senior Representatives, in respect of such matter.
- (c) If the Deadlock Event is not resolved by the unanimous decision of the Senior Representatives despite their best efforts to reach agreement within sixty (60) days of its referral to them, then the *status quo* shall be maintained in respect of the operations of each JV Group Company affected thereby, and the matter that is the cause of the Deadlock Event may be referred to arbitration as a Dispute.

## 13. FINANCIAL REPORTING, BOOKS AND RECORDS, AUDIT

### 13.1 Books; Records and Reports

- (a) Each JV Group Company shall, and the Company and the Shareholders shall cause each JV Group Company to, maintain, or cause to be maintained, books and records in accordance with Applicable Law at its Head Office, including the following:
  - (i) books of account of each JV Group Company, which shall be prepared and maintained in accordance with International Financial Reporting Standards as endorsed in the UAE ("**IFRS**"), the applicable UAE legal and regulatory requirements and the JV Group's accounting policy approved by the Board in writing (the "**Accounting Policy**");
  - (ii) unaudited Financial Statements, prepared in the English language, with figures expressed in U.S. Dollars and UAE Dirhams on a quarterly basis;
  - (iii) audited annual Financial Statements, prepared in the English language, with figures expressed in U.S. Dollars and UAE Dirhams in accordance with IFRS, the applicable UAE legal and regulatory requirements and the Accounting Policy, and signed by the External Auditor; and
  - (iv) a copy of this Agreement and all executed Agreements of SHA Adherence, together with all other records necessary, convenient or incidental to the Business.

- (b) The Company shall, and the Shareholders shall cause the Company to, prepare and distribute to each Shareholder not later than 75 days after the end of Financial Year, an audited consolidated statement of financial position (balance sheet), an audited consolidated statement of comprehensive income, an audited consolidated statement of changes in equity showing the results of operations for the JV Group for such relevant period for approval by the Shareholders, (collectively, the "**Financial Statements**").

### **13.2 External Auditor**

- (a) The Board shall select, and the Shareholders shall approve and appoint an internationally recognised accounting firm as the JV Group's independent external auditor (the "**External Auditor**") in accordance with the Articles of Association and based on arm's length competitive and commercial considerations for renewable terms of three (3) years provided that an auditor may not be appointed for more than two (2) successive terms.
- (b) The External Auditor shall be independent of each Shareholder; *provided that*, for the avoidance of doubt, no auditor appointed in a non-audit capacity by a Shareholder (or as the "External Auditor" of the Infra Group) shall be deemed to be not independent for the purposes of this clause as a result of such appointment.
- (c) The External Auditor shall perform such functions as it is required to perform by Applicable Law or directed to perform by the General Assembly.
- (d) The resolution appointing the External Auditor shall specify the External Auditor's annual remuneration.

### **13.3 Inspection of Records and Right of Information**

- (a) Subject to Applicable Law, each Shareholder shall have the right, at all reasonable times during usual business hours and upon ten (10) days' prior written notice to any JV Group Company, to audit and have unrestricted access to the sites, personnel, books, records, reports (including without limitation internal audit reports), minutes of meetings, accounting system and procedures, operating procedures, facilities and offices, general information systems of management and other financial records of any JV Group Company.
- (b) Each Shareholder shall bear all expenses incurred in any examination made for such Shareholder's account and shall keep all information obtained during such inspection confidential. In the exercise of their rights under this clause 13.3, the Shareholders agree that they shall not cause any unreasonable interference with or disruption to the Business or any JV Group Company's operations.
- (c) Each Director will be permitted to provide information to the Shareholder that appointed them.
- (d) Each Shareholder shall be entitled to receive from the Company or any JV Group Company any information or reports provided to lenders of the Company or any JV Group Company under any debt financing documents.

### **13.4 Adjustment of Records**

The Company shall, and the Company and the Shareholders shall cause each JV Group Company to, promptly rectify any errors or omissions in any JV Group Company's records that are discovered by the Shareholders.

### **13.5 Information Rights**

Each Shareholder shall be entitled to receive from the Company (or relevant JV Group Company):

- (a) all financial and other information provided to the Board or the board of directors of the relevant Group Company;
- (b) the Financial Statements as described in clause 13.1; and
- (c) any information and reports provided to lenders of any JV Group Company under any debt financing documents.

## **14. POLICIES OF THE JV GROUP**

### **14.1 General Policies**

To ensure that the JV Group Companies conduct their business and operations in a manner that, among other things:

- (a) is consistent with the Shareholders' objectives for each JV Group Company and the highest ethical standards;
- (b) ensures the maintenance of best practices that create a safe environment;
- (c) complies with international industry standards and Applicable Law; and
- (d) implements good corporate governance and sound corporate social responsibility,

it is hereby specifically agreed that the Shareholders shall cause the Board, from time to time, to design, adopt and implement such comprehensive and robust compliance and internal policies, controls and procedures meeting, at a minimum, all relevant regulations and international standards for the mitigation of compliance risks, and the minimum standards set under RAKHH, Marjan and Wynn Resorts' policies and procedures, including the policies described in this clause 14, and to procure that such policies are disseminated and implemented throughout the JV Group. From time to time, and as may be necessary, the Board may amend, alter or add to such policies.

### **14.2 Dividend Policy**

- (a) The Company (and the Shareholders) shall, to the extent permitted by Applicable Law and subject to each JV Group Company's cash requirements, distribute dividends to the Shareholders in a manner that is consistent with the Dividend Policy.
- (b) The Company shall procure that the other JV Group Companies declare and distribute dividends to the Company in order to enable the Company's compliance with clause 14.2(a) and the Dividend Policy.

### **14.3 Corporate Integrity**

- (a) The Company will (and the Company will procure each other JV Group Company to) adopt formal policies and procedures regarding such matters as conflicts of interest, business ethics, safeguarding of assets, safety, gifts and entertainment, health and quality control, cyber-security, counter-terrorist financing and anti-corruption and bribery

prevention and influence peddling, with annual representations from relevant individuals regarding compliance.

- (b) The policies and procedures developed in accordance with clause 14.3(a) shall be in line with the highest standards of the industry and at a minimum include the following elements:
- (i) designation of a corporate compliance officer charged with overseeing the overall implementation of anticorruption compliance to the relevant JV Group Company's activities;
  - (ii) development of a protocol for periodic corruption risk- mapping;
  - (iii) development of a code of conduct and detailed corporate anticorruption compliance policies and procedures, including in the areas of third-party due diligence, contracting and procurement, gifts, entertainment, donations, sponsorships, charitable giving, corporate social responsibility, lobbying activities and interactions with governmental authorities, as well as conflicts of interest;
  - (iv) the development of robust financial and internal controls;
  - (v) the conduct of compliance-related training JV Group personnel, and
  - (vi) a mechanism for reporting potential violations of any JV Group Company compliance policies and procedures and Anti-Bribery and AML Laws.

#### **14.4 Prohibited Payments**

No Party or any of its Affiliates or their respective directors, officers, employees, agents, or subcontractors, or their employees or agents, or any other Person acting on behalf or for the benefit of a Party or any JV Group Company shall make any payment, promise to make any payment, or give, offer or accept anything of value to or from any government official (including an official or employee of any Governmental Entity, a political party or campaign, an official or employee of any public international organisation, or an official or employee of any government-owned enterprise or institution or other Person to influence his/her or its decision, or to gain any other advantage for itself, the Company or any of its Affiliates or, to the extent related to the matters contemplated by this Agreement, himself/herself or itself, where such action would involve a breach of any applicable Anti-Bribery and AML Laws. A Party becoming aware of a violation of this clause 14.4 by one (1) of its Affiliates, employees, agents or subcontractors, or their employees or agents, shall immediately notify the other Parties of the potential violation of this clause 14.4 and hold the other Parties harmless for all Losses and expenses arising out of such violation.

#### **14.5 Anti-Money Laundering**

- (a) No Shareholder or any of its Affiliates or their respective directors, officers, employees, agents, or subcontractors, or their employees or agents, or any other Person acting on behalf or for the benefit of a Party or any JV Group Company shall offer, provide, or promise anything of value (including money, gifts, preferential treatment, and anything of value), either directly or indirectly, to a Government Official for the purposes of influencing an act or decision in that Government Official's official capacity, or inducing the Government Official to use his or her influence with a government to assist the Shareholder, its Subsidiaries or Affiliates, or anyone else, in obtaining or retaining

business or securing an improper advantage, including any conduct that would constitute a violation of Anti-Bribery and AML Laws.

- (b) Each Shareholder undertakes that, in connection with this Agreement and its obligations thereunder, it shall and shall procure that its and each JV Group Company's directors, officers, employees and agents shall at all times comply with all Anti-Bribery and AML Laws.
- (c) No Shareholder shall be obliged to take any action or omit to take any action under or in connection with this Agreement, which it believes in good faith would cause it to be in violation of any Anti-Bribery and AML Law applicable to it.
- (d) Each Shareholder represents and warrants that, except as otherwise notified in writing to the other Shareholders at the time of its execution of this Agreement, none of its partners, employees, agents or contractors (as well as any partners, owners, principals, employees, and agents of such contractors) are a Government Official.
- (e) A Party becoming aware of a violation or potential violation of this clause 14.5 by one of its Affiliates, directors, officers, employees, agents or subcontractors, or their directors, officers, employees or agents, shall immediately notify the other Parties of such violation or potential violation of this clause 14.5 and hold the other Parties harmless for all Losses arising out of such violation.

#### 14.6 Privileged Licence

- (a) The RAK Shareholders acknowledge that Wynn Resorts and its affiliates are businesses that are subject to and exist because of privileged licences issued by governmental authorities.
- (b) Once the required regulatory and licensing framework is implemented in the Emirate of Ras Al Khaimah (the "**Regulatory Framework**"), and if requested to do so by Wynn SPV, the RAK Shareholders shall use reasonable efforts to obtain, or procure the obtaining of, any licence, qualification, clearance or the like which shall be requested or required of any JV Group Company by any regulatory authority having jurisdiction over it.
- (c) Once the Regulatory Framework is implemented, if the RAK Shareholders fail to satisfy such requirements, or if Wynn SPV or any Affiliate of Wynn SPV is directed to cease business with the RAK Shareholders or the JV Group by any such authority, or if Wynn SPV shall in good faith determine (acting reasonably) that the Non-Wynn Shareholders or any JV Group Company or any of their respective officers, directors, employees, agents, designees or representatives (a) is or might be engaged in, or about to be engaged in, any activity or activities, or (b) was in or is involved in any relationship which could or does jeopardize Wynn SPV's business or such licences, or those of its Affiliates, or if any such licence is threatened to be, or is, denied, curtailed, suspended or revoked, then Wynn Resorts and/or Wynn SPV shall have the right to immediately terminate this Agreement by written notice to the Non-Wynn Shareholders and the Company without any further liability.
- (d) In addition, the Shareholders each acknowledge that it is illegal for a denied licence applicant or a revoked licensee (pursuant to the laws, rules and regulations of gaming authorities, including without limitation, Nevada and Massachusetts, New Jersey, and other gaming authorities), or a business organization under the control of a denied licence applicant or a revoked licensee, to enter into, or attempt to enter into, a contract with the other Shareholders or any JV Group Company without the prior approval of the appropriate gaming authorities. Each Shareholder hereby affirms, represents and

warrants to the other Shareholders that it is not a denied licence applicant, a revoked licensee or a business organization under the control of a denied licence applicant or a revoked licensee, and agrees that this Agreement is subject to immediate termination by any Shareholder (without any liability to the other Shareholders) if it should become a denied licence applicant, a revoked licensee or a business organization under the control of a denied licence applicant or a revoked licensee.

## 15. WARRANTIES

15.1 On the Effective Date, each of the Parties hereby represents and warrants to the other Parties as follows:

- (a) it is duly organised, validly existing and in good standing under the respective laws of the jurisdiction in which it is organised and that it is not confronting any current or threatened bankruptcy, insolvency, guardianship or like process;
- (b) it has all requisite power and authority to enter into this Agreement and the Transaction Agreements to which it is a party and to perform the obligations contemplated thereby, and the execution of this Agreement and the Transaction Agreements to which it is a party and the performance thereof have been duly authorised by all necessary action on the part of such Party;
- (c) neither the execution of this Agreement and the Transaction Agreements to which it is a party nor the performance thereof will violate, conflict with or result in a breach of any law or provision of such Party's constitutional or organisational documents or any agreement, document or instrument to which it is subject or by which it or its assets are bound or require the consent or approval (if not already obtained) of any shareholder, partner, equity holder, holder of indebtedness or other Person or entity, or contravene or result in a breach of or default under, or the creation of, any Encumbrance upon any property under any constitutive document, indenture, mortgage, loan agreement, lease or other agreement, document or instrument to which such Party is a party;
- (d) any required authorisations of and exemptions, actions or approvals by, and any required notices to or filings with, any Governmental Entity that are required to have been obtained or made by such Party in connection with the execution of this Agreement and the Transaction Agreements to which it is a party or the performance by it of its obligations thereunder will have been obtained or made and will be in full force and effect, and all conditions of any such authorisations, exemptions, actions or approvals will have been satisfied;
- (e) neither such Party, nor its Controlling shareholder: (i) is a Prohibited Person; or (ii) to the extent related to the matters contemplated by this Agreement, is a party to any contract or bid, or has conducted business, directly or indirectly, with any Person who it was prohibited to do business with at the time of the relevant dealing or transaction under the respective laws of the jurisdiction in which it is organised; and
- (f) there is no pending or, to the knowledge of such Party, threatened action against, relating to or affecting such Party, or any order, writ, judgment, injunction, decree, stipulation, determination or award, whether preliminary or final, entered by or with any government authority to which such Shareholder is subject, or any pending voluntary disclosure by such Party to any government authority, in each case, in connection with an alleged violation of any Anti-Bribery and AML Laws or other Applicable Laws relating to economic sanctions.

**15.2** Each of the Parties repeats the warranties in clause 15.1 on the Second Closing Date by reference to the facts and circumstances existing on such date.

**15.3** On the Effective Date, Marjan hereby represents and warrants to the other Parties that it is the legal and absolute owner of each Second Closing Plot and will remain as such for the period between the Effective Date and the date on which such Second Closing Plot is contributed and transferred to the Company (or a Plot Nominee in lieu of the Company) in accordance with the relevant provisions of this Agreement.

## **16. RESTRICTIVE COVENANTS**

### **16.1 Non-compete**

- (a) Wynn Resorts and Wynn SPV agree they shall not, without the prior written consent of the other Parties (except for the Company), directly or indirectly, own, lease, operate, license or franchise a hotel, casino or residential building (or any other lodging facility) under the Wynn brand (or any brand under the Wynn Resorts group umbrella) in the GCC Region ("**Restricted Business**") until the end of the tenth (10th) anniversary of the Opening date (the "**Restricted Period**").
- (b) Restricted Business shall include investment, involvement or participation in, and provision of support, services or assistance of any nature in respect of, any Restricted Business at any time during the Restricted Period.
- (c) Wynn Resorts and Wynn SPV shall be permitted to hold the direct or indirect ownership of less than five percent (5%) of the equity of any company which is engaged in such Restricted Business.

### **16.2 Restricted Business - Right of First Refusal**

At any time during the ten (10) years following the expiry of the Restricted Period:

- (a) If Wynn Resorts or Wynn SPV, or any of their Affiliates wishes to proceed with any Restricted Business, it shall first deliver to the Non-Wynn Shareholders (and their transferees and assignees) a Notice (the "**RB Notice**") of its desire to undertake such Restricted Business. The RB Notice shall specify:
  - (i) the nature and location of the Restricted Business;
  - (ii) the identity of any Third Parties who will be involved in such Restricted Business;
  - (iii) the business plan and costings/ capital expenditure projections for the Restricted Business over the forthcoming five (5) year period; and
  - (iv) any other information that a prudent business person would desire when making an investment decision as to whether to participate in such Restricted business;
- (b) The Non-Wynn Shareholders shall have ninety (90) days from receipt of the RB Notice (the "**RB Pre-Emption Period**"), within which to deliver a Notice to Wynn Resorts (a "**RB Pre-Emption Notice**") confirming either (i) that they intend, acting jointly, or, (ii) that one party intends, with the permission of the other, to act individually, and develop (but only jointly with Wynn Resorts) such Restricted Business, and/or invest capital with to retain the largest ownership position after Wynn Resorts in such Restricted Business up to an

aggregate forty-nine percent (49%) ownership interest (or up to such maximum investment amount as may be stated in the RB Pre-emption Notice);

- (c) If an RB Pre-emption Notice is delivered to Wynn Resorts within the RB Pre-emption Period it shall be binding and irrevocable, and Wynn Resorts shall not be permitted to pursue the Restricted Business other than by incorporating the terms set out in the RB Pre-emption Notice;
- (d) If the Non-Wynn Shareholders do not deliver a RB Pre-emption Notice to Wynn Resorts within the RB Pre-emption Period, or if they deliver a Notice to Wynn Resorts confirming that they do not intend to participate in such Restricted Business, then Wynn Resorts shall have a period of twelve (12) months from the end of the RB Pre-emption Period within which to sign binding documentation committing Wynn Resorts to investing in or developing the Restricted Business; and
- (e) If no such binding documentation for the Restricted Business (as referred to in (d) above) is signed by Wynn Resorts within such twelve (12) month period, then Wynn Resorts must deliver another RB Notice to the Non-Wynn Shareholders and repeat the steps set out in clauses (a) to (d) above before it can proceed with the Restricted Business.

## 17. EVENTS OF DEFAULT

### 17.1 Events of Default

The following shall constitute events of default (each an "**Event of Default**") under this Agreement:

- (a) an Insolvency Event occurs in respect of a Shareholder or Parent;
- (b) a Shareholder being subject to a Change of Control;
- (c) a purported Transfer by a Shareholder made in violation of the terms and conditions set forth herein or a failure by a Shareholder to comply with its obligations under clause 18.1(f);
- (d) a Shareholder or Parent failing to comply with its obligations under clause 16;
- (e) a material breach by a Shareholder or Parent of its compliance obligations under clauses 14.4 or 14.5; or
- (f) a material or repetitive breach by a Shareholder or Parent of this Agreement; which is not capable of being remedied, or if capable of being remedied, has not been remedied in accordance with clause 17.2, provided that:
- (g) to the extent such Event of Default relates to a failure to make a contribution following a Funding Notice or any other payment, it shall be deemed to have been remedied if (i) the relevant payment is subsequently made or the relevant assets are subsequently contributed (as applicable) by or on behalf of the relevant Shareholder within thirty (30) days of the date of the Default Notice; or (ii) the relevant Shareholder pays an amount equal to the Shortfall Amount to the Contributing Shareholder(s) in accordance with clause 6.3(f); and
- (h) to the extent such Event of Default relates to any material or repetitive breach by Marjan of its obligations under clause 5.5(a), it shall be deemed to have been remedied if (i) Marjan complies with its obligations under clause 5.5(b); and (ii) Marjan SPV complies with its obligations under clause 5.6(c)(i) or clause 5.6(c)(ii) (as applicable).

## 17.2 Notice of Events of Default

- (a) If an Event of Default occurs in respect of a Shareholder (the "**Defaulting Shareholder**"), and for the avoidance of doubt, a Shareholder shall be a Defaulting Shareholder where an Event of Default occurs in respect of its Parent, the Defaulting Shareholder shall promptly, and in any event within three (3) Business Days of it first becoming aware thereof, notify the other Shareholders (each a "**Non-Defaulting Shareholder**") and the Company by delivery of a Notice (a "**Default Notice**") of the occurrence of such Event of Default, setting forth a description of such Event of Default and any action it proposes to take in response to the Event of Default.
- (b) Notwithstanding whether a Defaulting Shareholder has issued a Default Notice, as soon as the Company or a Non-Defaulting Shareholder becomes aware of such Event of Default, either may itself issue a Default Notice to the Defaulting Shareholder at any time before the Event of Default is cured.
- (c) Following the issue of a Default Notice, the Defaulting Shareholder shall have thirty (30) days to cure such Event of Default to the satisfaction of the Non-Defaulting Shareholder(s), acting reasonably (provided that an Insolvency Event in respect of any Shareholder shall be deemed incapable of remedy, and in such circumstance the parties shall proceed immediately to clause 17.2(d) following the issue of a Default Notice).
- (d) If the Defaulting Shareholder has not cured the Event of Default to the reasonable satisfaction of the Non-Defaulting Shareholder(s), any Non-Defaulting Shareholder shall promptly elevate the issue to the Senior Representatives.
- (e) If the Shareholders Representatives are not able to resolve the issue referred to them under clause 17.2(d) within thirty (30) days, then clause 17.3 shall apply.

## 17.3 Consequences of Events of Default

- (a) Notwithstanding any other provision of this Agreement, if a Default Notice is properly issued, and (x) the Defaulting Shareholder fails to remedy such Event of Default within the parameters agreed by the Shareholders pursuant to clause 17.2, or (y) the Senior Representatives fail to agree on a remedy for such Event of Default within the time periods specified in clause 17.2(e), then the Company shall issue such Defaulting Shareholder with "a "**Disenfranchisement Notice**", confirming that, for so long as such Event of Default is continuing in respect of a Defaulting Shareholder:
  - (i) the Defaulting Shareholder shall not be required, notwithstanding any other provision of this Agreement, for the quorum at any General Assembly;
  - (ii) any members of the board of directors of any JV Group Company nominated by that Defaulting Shareholder, notwithstanding any other provision of this Agreement, shall not be required for the quorum at any meeting of any such board or the approval of any matter by any such board (including any Board Reserved Matters); and
  - (iii) the Defaulting Shareholder shall not be entitled to payment of any dividends approved by the General Assembly. The Defaulting Shareholder's share of any dividends declared after the issue of a Default Notice, and for so long as such Event of Default is continuing, shall be retained by the Company and released:
    - (A) to the Defaulting Shareholder, if the applicable Event of Default has been remedied within ninety (90) days of the date of the relevant

Default Notice, and such Shareholder has ceased being a Defaulting Shareholder; or

(B) to the Non-Defaulting Shareholder, if such Non-Defaulting Shareholder has exercised its right to an option, as set forth in clause 17.3(c) or clause 17.4 (as applicable).

- (b) Notwithstanding any other provision of this Agreement, following the issue of a Default Notice and for so long as an Event of Default is continuing in respect of a Defaulting Shareholder, no Transfer of the Defaulting Shareholder's Shares may take place other than in accordance with clauses 17.3(c), and 17.5 (as applicable). If the Event of Default is remedied to the satisfaction of the Non-Defaulting Shareholders, then the transfer restrictions of this clause 17.3(b) and the other restrictions set out in the Disenfranchisement Notice shall be revoked with effect from the date of such cure.
- (c) If, following the issue of a Default Notice, there is a continuing Event of Default which is not remediable or, if remediable, has not been remedied within ninety (90) days of the date of the Default Notice (*provided that* an Insolvency Event in respect of any Shareholder shall be deemed incapable of remedy), then, for so long as the applicable Event of Default is continuing, the Non-Defaulting Shareholders shall have an option which they must unanimously decide to exercise to:
- (i) call for and purchase all (but not some) of the Equity Interests held by the Defaulting Shareholder in accordance with the provisions of clause 17.4 at a Discounted Price or
  - (ii) put and sell all (but not some) of the Equity Interests held by such Non- Defaulting Shareholders to the Defaulting Shareholder in accordance with the provisions of clause 17.5 at a Premium Put Price;

*provided that* if a Notice to exercise an option is not issued in accordance with this clause 17.3(c) and clause 17.4 or clause 17.5 (as applicable) within one hundred and eighty (180) days of the Default Notice being given or received (as applicable), the Event of Default shall be deemed to have been remedied.

#### 17.4 Terms of Call Option

- (a) Where the Non-Defaulting Shareholders have the right under this Agreement to call for the Defaulting Shareholder's Equity Interests "a **Call Option**"), such Shareholders (each "a **Call Option Holder**") may exercise the Call Option by unanimously issuing a Notice "a **Call Notice**") to the Defaulting Shareholder and the Company.
- (b) Following the issue of a Call Notice, the Call Option Holders and the Defaulting Shareholder must procure the determination of the Fair Price through applying Schedule 2, and thereby determine the Discounted Price.
- (c) On the date which is thirty (30) days after the date the Discounted Price is determined (or such other date as the Call-Option Holder and the Defaulting Shareholder may agree):
- (i) the Defaulting Shareholder must sell free from all Encumbrances and with all rights attached to such Call Instruments as at the date of the Call Notice (including all rights to any payments, dividends or other distributions in each case declared, paid or made after the date of any such Call Notice), and the Call

Option Holders must purchase, the Call Instruments (to be shared between them pro rata to their Ownership Interests); and

- (ii) the Call Option Holders must pay to the Defaulting Shareholder the Discounted Price in respect of the Call Instruments, less any payments, dividends or other distributions declared and actually paid or made to, the Defaulting Shareholder after the date of the Call Notice.
- (d) Each Shareholder shall enter into such documentation as the Call Option Holder and/or the Defaulting Shareholder may reasonably require in order to effect such Call Option (to the extent not already entered into prior to such date).

## 17.5 Terms of Put Option

- (a) Where the Non-Defaulting Shareholders have the right under this Agreement to put all (and not some only) of their Equity Interests onto the Defaulting Shareholder "a **Put Option**"), such Shareholder(s), (each "a **Put Option Holder**"), may unanimously exercise the Put Option by issuing a Notice "a **Put Notice**") to the Defaulting Shareholder and the Company.
- (b) Following the issue of a Put Notice, the Put Option Holder and the Defaulting Shareholder must procure the determination of the Fair Price through applying Schedule 2, and thereby determine Premium Put Price.
- (c) On or before the date which is thirty (30) days after the date the Premium Put Price is determined (or such other date as the Put Option Holder and the Defaulting Shareholder may agree):
  - (i) the Put Option Holder must sell free from all Encumbrances and with all rights attached to such Put Instruments as at the date of the Put Notice (including all rights to any payments, dividends or other distributions in each case declared, paid or made after the date of any such Put Notice), and the Defaulting Shareholder (or its nominee) must purchase, the Put Instruments; and
  - (ii) the Defaulting Shareholder must pay to each Put Option Holders the Premium Put Price in respect of the Put Instruments so transferred, less any payments, dividends or other distributions declared and actually paid or made to the Put Option Holder after the date of the Put Notice.
- (d) Each Shareholder shall enter into such documentation as the Put Option Holder and the Defaulting Shareholder may reasonably require in order to effect such Put Option (to the extent not already entered into prior to such date).

## 18. TRANSFER AND EXIT PROVISIONS

### 18.1 Restrictions on Transfer

- (a) Except as otherwise permitted in this Agreement, a Shareholder may not effect a Transfer of all or any portion of its Equity Interests.
- (b) Notwithstanding anything contained in this Agreement or the Articles of Association but subject to clause 18.2, each Shareholder agrees that it will not, without the prior written consent of the other Shareholders, Transfer all or any portion of its Equity Interests within a period starting on the First Closing Date and ending on the fifth (5<sup>th</sup>) anniversary from the Second Closing (the "**Initial Period**").

- (c) Following the Initial Period, no Shareholder shall Transfer any part of the Shares held by it unless and until it has complied with all of its obligations under this clause 18.
- (d) Any transfer of Shares shall be accompanied by a transfer of Shareholder Loans pro rata to the Shares being transferred, and vice versa.
- (e) Except as otherwise permitted in this Agreement, any Transfer or purported Transfer of all or any portion of any Equity Interests in violation of the restrictions set forth in this clause 18 or any other restriction on Transfers contained in this Agreement shall be void and shall constitute a violation of this Agreement. A Shareholder who violates this clause 18 must rescind the transaction, including by repurchasing the transferred Shares or Shareholder Loans.
- (f) A Shareholder may not create or permit to subsist any Encumbrance on or affecting any of its Shares or Shareholder Loans except with the consent of all the other Shareholders. Any purported creation or granting of an Encumbrance on or affecting a Shareholder's Shares or Shareholder Loans in contravention of this clause 18.1 shall constitute an Event of Default and in any event shall be of no effect, and accordingly the JV Group Companies and the other Shareholders shall not be bound to recognise or give effect to any such purported Encumbrance.
- (g) Any and all Transfers of Equity Interests shall be conditional on and subject to the receipt by both the Transferor and Transferee of all Required Regulatory Approvals prior to completion of such Transfer.

## 18.2 Permitted Transfers

- (a) The restrictions on Transfers set forth in clause 18.1 (a) to (c) shall not apply to a Transfer:
  - (i) of all (but not some only) of the Equity Interests by a Shareholder to a Permitted Transferee in accordance with clause 18.3; or
  - (ii) made pursuant to clause 17.4 and 17.5 following an Event of Default and the enforcement of the relevant put or call option; or
  - (iii) made pursuant to clause 19.2 and 19.3 following the Cessation Date and the enforcement of the relevant put or call option.

## 18.3 Permitted Transferees

- (a) A Shareholder may Transfer its Equity Interests to a Permitted Transferee *provided that* such Permitted Transferee shall first adhere to this Agreement by executing an Agreement of SHA Adherence.
- (b) The transferring Shareholder shall, notwithstanding the Transfer, guarantee (on the terms set out in Schedule 13) and remain responsible for the performance of, all of the obligations of the Permitted Transferee under this Agreement, though such guarantee may be replaced in due course with a guarantee from a Third Party of suitable financial standing, but only with the unanimous consent of the other Shareholders, acting reasonably.
- (c) A Permitted Transferee shall, if requested, provide reasonable evidence of its wholly owned status to the other Shareholders promptly upon request.

- (d) In the event that any such Permitted Transferee ceases to be wholly-owned by the transferring Shareholder (or, in the case of transfers by the RAK Shareholders, wholly- owned (directly or indirectly) by the Government of Ras Al Khaimah, the transferring Shareholder shall promptly inform the other Shareholders and shall take all necessary measures to ensure that the Equity Interests vested in such Permitted Transferee are immediately transferred back to the original transferring Shareholder.
- (e) Should any Third Party directly or indirectly invest in or acquire shares or other interests in Wynn SPV, Wynn Resorts shall provide the other Shareholders with all reasonably requested compliance related and other information to enable the other Shareholders to undertake due diligence on such Third Party, including identification of the ultimate beneficial owner and financial standing of such Third Party. Notwithstanding the foregoing, Wynn Resorts shall at all times own, directly or indirectly, more than fifty percent (50%) of the voting interests in, and otherwise Control, Wynn SPV.
- (f) In addition to the foregoing, should any Third Party directly or indirectly invest in the RAK Shareholders, the applicable RAK Shareholder shall provide Wynn Resorts with all reasonably requested compliance related and other information to enable Wynn Resorts to undertake due diligence on such Third Party, including identification of the ultimate beneficial owner and financial standing of such Third Party.

#### **18.4 Change of Control**

- (a) Should a Shareholder become aware of any fact, event or circumstances that has resulted in, or may result in, a Change of Control in respect of it, such Shareholder (the "**Acquired Shareholder**") shall, subject to any applicable confidentiality provisions imposed by applicable law, rules, regulation or listing standard and via a method compliant with all applicable public disclosure obligations under applicable shall promptly provide Notice to the other Shareholders of the Change of Control or possible Change of Control, specifying, to the extent possible, the identity of the party causing, or expected to cause, such Change of Control. Following the receipt of such Notice:
  - (i) the non-Acquired Shareholders may unanimously consent in writing to such Change of Control or possible Change of Control, and shall use their commercially reasonable efforts to do so within ten (10) Business Days from the date of such Notice; and
  - (ii) if the non-Acquired Shareholders do not unanimously consent in writing to the Change of Control or possible Change of Control, and such Change of Control completes, then this shall be an Event of Default.

#### **18.5 Third Party Transfers**

- (a) Subject to the restrictions and rights contained in this clause 18, a Shareholder may Transfer all of its Equity Interests to a Third Party after the expiry of the Initial Period (without prejudice to clause 18.2), *provided that* clause 18.6 shall first apply, and *provided, further, that*:
  - (i) such Third Party is not a Prohibited Transferee;
  - (ii) such Third Party shall adhere to this Agreement as a Shareholder by executing an Agreement of SHA Adherence and this Agreement shall be amended to the extent necessary to reflect the admission of such Third Party in place of the transferring Shareholder; and
  - (iii) as a condition to such sale, such Third Party has:

- (A) delivered such other documents and agreements as shall be reasonably requested by each of the Shareholders and the Company to confirm such transferee's admission as a Shareholder and its agreement to be bound by and to assume the obligations of a Shareholder, consistent with the terms of this Agreement, the Transaction Agreements and any current Budget, or financing agreement and any other relevant agreements in connection with the Business;
  - (B) obtained any and all approvals, consents and other authorisations for such Transfer as may be required under any Third Party financing agreement to which the Company is a party, and delivered a copy of such approvals, consents and other authorisations to each of the Shareholders and the Company; and
  - (C) delivered evidence to the non-transferring Shareholders (to their respective reasonable satisfaction, acting reasonably) that such Third Party has the appropriate expertise and financial standing to assume the obligations under this Agreement and the other Transaction Agreements to which it will become a party, it being agreed that, if in the unanimous opinion of the non-transferring Shareholders the proposed transferee is not an entity of sufficient financial standing to meet its obligations under this Agreement and the other Transaction Agreements to which it will become a party, then the transferring Shareholder shall provide (or procure the provision of) a parent company guarantee for the actions and undertakings of the proposed transferee to the satisfaction of the non-transferring Shareholders; and
- (iv) subject to clause 18.1(g), a Shareholder that wishes to Transfer its Equity Interests in accordance with this clause 18.5 may Transfer some, and not only all of its Equity Interests at any one time to a single Third Party.

#### 18.6 Right of First Offer

- (a) A Shareholder (a "**Selling Shareholder**") who wishes to Transfer and/or cause the Transfer of all of the Equity Interests held by it to a Third Party shall first undertake the following:
  - (i) the Selling Shareholder shall deliver a Notice (the "**Transfer Notice**") to the other Shareholders (the "**Non-Selling Shareholders**") of its desire to Transfer, and/or cause the Transfer of, all of the Equity Interests held by it (the "**Pre-Emption Ownership Interest**");
  - (ii) the Transfer Notice shall specify:
    - (A) the price per Share (which must be cash) that it wishes to receive for the Pre-Emption Ownership Interest and the associated rights, powers, benefits and/or obligations under the relevant Transaction Agreements to be transferred by the Selling Shareholder (the "**Pre- Emption Price**");
    - (B) the terms and conditions of such proposed sale and transfer (the "**Pre- Emption Sale Conditions**"), provided that there shall be no warranties provided in relation to such sale other than those in clause

15 (making necessary alterations while not affecting the main points at issue); and

- (C) that, subject to the provisions of this Agreement, the Transfer Notice constitutes an offer by the Selling Shareholder to sell to the Non-Selling Shareholders the Pre-Emption Ownership Interest (pro rata to their respective shareholdings if there is more than one (1) Non-Selling Shareholder) at the Pre-Emption Price and on the Pre-Emption Sale Conditions;
- (iii) if, within sixty (60) days of receipt of the Transfer Notice (the "**Pre-Emption Period**"), a Non-Selling Shareholder delivers a Notice to the Selling Shareholder (a "**Pre-Emption Notice**") that it intends to exercise its pre-emption right under this clause 18.6 and purchase its pro rata share of the Pre-Emption Ownership Interest at the Pre-Emption Price (an "**Accepting Shareholder**"), the Selling Shareholder shall enter into such binding documentation as the Accepting Shareholder may reasonably require in order to effect such sale and purchase at the Pre-Emption Price on the same terms and conditions as the Pre-Emption Sale Conditions within thirty (30) days of the end of the later of the end of the Pre-Emption Period or, if clause 18.6(a)(v)(A) is applicable, a Decline Notice;
- (iv) A Pre-emption Notice shall be irrevocable;
- (v) if a Non-Selling Shareholder does not deliver a Pre-Emption Notice to the Selling Shareholder within sixty (60) days of receipt of the Transfer Notice, or delivers a Notice to the Selling Shareholder that it does not intend to exercise its pre-emption right under this clause 18.6, then:
  - (A) if there are one or more Accepting Shareholders at the end of the Pre-Emption Period, such unaccepted and unallocated pro rata share of the Pre-Emption Ownership interest shall be offered to the Accepting Shareholders on the same terms, each of whom shall have five (5) days to deliver a second Pre-Emption Notice to the Selling Shareholder confirming whether it intends to take up such additional rights, and such steps shall be repeated, each with a five (5) day period between offers, until all of the Pre-Emption Ownership Interest has been allocated, or until an Accepting Shareholder declines to take up the additional offered interest (a "**Decline Notice**"), thereby leaving an unallocated tranche of Equity Interests (the "**Rump**"); and
  - (B) if there are no other Non-Selling Shareholders, or there is an outstanding Rump, the Selling Shareholder may sell, and/or cause the sale of, the Pre-Emption Ownership Interest or Rump (as the case may be) to a Third Party who is not a Prohibited Transferee at a price not less than the Pre-Emption Price on the same terms and conditions as the Pre-Emption Sale Conditions, *provided that* if the Selling Shareholder has not completed the sale of the Pre-Emption Ownership Interest or Rump (as the case may be) to such Third Party within one hundred and eighty (180) days (as extended to reflect any regulatory approval or tolling periods) of the end of the Pre-Emption Period, such sale shall again be subject to the pre-emption procedure set forth in this clause 18.6.

## 18.7 Transfer of Rights and Obligations under this Agreement

In the event of a sale, transfer or assignment by a Shareholder in accordance with clause 18.2, the other Shareholders shall, and shall cause the Company to, use best endeavours to promptly (and at their own respective cost) take all such actions as are necessary to be taken by them to effect such sale, transfer or assignment, including all acts required to render such transfer legally valid and enforceable under Applicable Law.

## 18.8 IPO

If the Shareholders agree (as a Shareholder Reserved Matter) to seek an IPO, each Shareholder shall:

- (i) pass all resolutions necessary to: (i) convert the Company to a public joint stock company;
  - (ii) insert such other new Holding Company in respect of the Company and, if applicable, the Infra Group as is required by the rules and regulations applicable to a listing on the relevant exchange; (iii) merge the JV Group and the Infra Group for the purposes of such IPO; and/or (iv) carry out any combination of the foregoing, in each case, in the manner agreed to by the Shareholders as a Shareholder Reserved Matter;
- (ii) give such co-operation and assistance; and
- (iii) exercise all such rights and powers in relation to the Company,

so as to ensure that the IPO is achieved directly or indirectly in respect of the Company (and, if applicable, the Infra Group) in a timely and fair manner and in accordance with the agreed proposal and the then prevailing market conditions.

## 19. WYNN RESORTS (OR AFFILIATE) CEASING TO BE OPERATOR

### 19.1 Application

From the Cessation Date, and provided that:

- (a) Wynn SPV has an Ownership Interest of less than twenty-five percent (25%); or
- (b) Wynn SPV has an Ownership Interest of twenty-five percent (25%) or more, but no new or alternative Operator has been appointed and contractually engaged by the Company within one hundred and eighty (180) days from the date that Wynn Resorts or its wholly- owned Affiliate ceased to be the Operator,

the provisions of this clause 19 shall apply.

### 19.2 Cessation Call Option

- (a) If, acting in good faith, the Non-Wynn Shareholders believe that it would be prejudicial for the prospects of any JV Group Company and the Integrated Resort for Wynn SPV to remain as a Shareholder (for example, because a replacement operator may refuse to become the Operator while Wynn SPV is a Shareholder), the Non-Wynn Shareholders shall have the right, exercisable only after the Cessation Date and before 11.59 p.m. on the ninetieth (90<sup>th</sup>) day following the Cessation Date (the "**Cessation Call Deadline**"), to call for Wynn SPV's Equity Interests (a "**Cessation Call Option**"), and may do so only by unanimously issuing a Notice confirming such exercise (a "**Cessation Call Notice**") to Wynn SPV, Wynn Resorts and the Company.
- (b) Following the issue of a Cessation Call Notice, the Shareholders must procure the determination of the Fair Price through applying Schedule 2.

- (c) On the date which is thirty (30) days after the date the Fair Price is determined (or such other date as the Shareholders may agree):
  - (i) Wynn SPV must sell free from all Encumbrances and with all rights attached to such Call Instruments as at the date of the Cessation Call Notice (including all rights to any payments, dividends or other distributions in each case declared, paid or made after the date of any such Cessation Call Notice), and the Non-Wynn Shareholders must purchase, the Call Instruments (to be shared between them pro rata to their Ownership Interests); and
  - (ii) the Non-Wynn Shareholders must pay to Wynn SPV the Fair Price in respect of the Call Instruments, less any payments, dividends or other distributions declared and actually paid or made to, Wynn SPV after the date of the Cessation Call Notice.
- (d) If the Cessation Call Option is exercised, each Shareholder shall enter into such documentation may reasonably be required by any Party in order to effect the Cessation Call Option (to the extent not already entered into prior to such exercise), such that the transfer of the Call Instruments takes place within 180 days of the Cessation Date.

### 19.3 Cessation Put Option

- (a) If the Non-Wynn Shareholders do not issue a Cessation Call Notice by the Cessation Call Deadline, Wynn SPV shall have the right, exercisable only after the Cessation Call Deadline and before 11.59 p.m. on the one-hundred and eightieth (180<sup>th</sup>) date following the Cessation Date (the "**Cessation Put Deadline**") to put all (and not some only) of its Equity Interests onto the Non-Wynn Shareholders (a "**Cessation Put Option**"), by issuing a Notice to such effect (a "**Cessation Put Notice**") to the Non-Wynn Shareholders and the Company.
- (b) Following the issue of a Cessation Put Notice, the Shareholders must procure the determination of the Fair Price through applying Schedule 2.
- (c) On or before the date which is thirty (30) days after the date the Fair Price is determined (or such other date as the Shareholders may agree):
  - (i) Wynn SPV must sell free from all Encumbrances and with all rights attached to such Put Instruments as at the date of the Cessation Put Notice (including all rights to any payments, dividends or other distributions in each case declared, paid or made after the date of any such Cessation Put Notice), and the Non-Wynn Shareholders must purchase, the Put Instruments (to be shared between them pro rata to their Ownership Interests); and
  - (ii) The Non-Wynn Shareholders must pay to Wynn SPV the Fair Price in respect of the Put Instruments so transferred, less any payments, dividends or other distributions declared and actually paid or made to Wynn SPV after the date of the Cessation Put Notice.
- (d) If the Cessation Put Option is exercised, each Shareholder shall enter into such documentation may reasonably be required by any Party in order to effect the Cessation Put Option (to the extent not already entered into prior to such exercise), such that the transfer of the Put Instruments takes place within 270 days of the Cessation Date.

### 19.4 Status Quo

If the Non-Wynn Shareholders do not issue a Cessation Call Notice by the Cessation Call Deadline, and Wynn SPV does not issue a Cessation Put Notice by the Cessation Put Deadline, Wynn SPV shall continue as a Shareholder subject to the terms of this Agreement.

## **20. DISSOLUTION, WINDING-UP, TERMINATION AND SURVIVAL**

### **20.1 Dissolution**

The Shareholders shall dissolve and commence winding up the Company and each other JV Group Company upon the first to occur of any of the following events (each a "**Dissolution Event**"):

- (a) as determined by the General Assembly; or
- (b) as otherwise agreed by the Shareholders.

### **20.2 Winding Up**

Upon the occurrence of a Dissolution Event, each JV Group Company shall continue solely for the purposes of winding up its affairs and the affairs of any other JV Group Company in an orderly manner, liquidating its assets and satisfying or making reasonable provision for the satisfaction of the claims of its creditors and the Shareholders, and no Shareholder shall take any action in its capacity as a Shareholder that is inconsistent with, unnecessary to or inappropriate for, the winding up of the Business and each JV Group Company's affairs; *provided that* all covenants and obligations contained in this Agreement shall continue to be fully binding upon the Shareholders (unless otherwise specifically provided for in any of the other Transaction Agreements and subject to Applicable Law) until such time as the assets or property or the proceeds from the sale thereof have been distributed pursuant to the terms of this clause 20 and Applicable Law.

### **20.3 Distribution Upon Dissolution of the JV Group**

The JV Group's assets or the proceeds from the sale thereof shall be applied and distributed by the Liquidator to the Shareholders, in accordance with their proportionate Ownership Interests, to the maximum extent permitted by, but subject to, Applicable Law.

### **20.4 Duration and Termination of this Agreement**

- (a) This Agreement shall commence on the Effective Date and, unless terminated by the written agreement of the Shareholders, shall, following First Closing, continue for so long as two (2) or more Shareholders continue to hold Shares in the Company, but a Shareholder will cease to have any further rights or obligations under this Agreement on ceasing to hold any Shares, except in relation to those provisions which are expressed to continue in force and provided that this clause 20.4 shall not affect any of the rights or liabilities of any Shareholders in connection with any breach of this Agreement which may have occurred before that Shareholder ceased to hold any Shares.
- (b) This Agreement shall terminate: (i) upon the conversion of the Company into a public joint stock company (or the insertion of a relevant new Holding Company) and the completion of an admission to listing of the Shares (or shares in such new Holding Company) on any regulated investment exchange; (ii) upon completion of the dissolution, liquidation or winding-up of the Company pursuant to the provisions of this clause 20 or otherwise; (iii) upon written Notice from any Shareholders to the other Shareholders in the event that a Force Majeure Event (as described further in clause 24)

has been continuing for a period of more than one (1) year; or (iv) by unanimous written agreement of the Shareholders.

## 20.5 Survival

- (a) The termination of this Agreement for any reason shall not prejudice the rights or remedies which any Shareholder may have in respect of any breach of the terms of this Agreement prior to the date of termination.
- (b) The Surviving Provisions shall continue in force after such termination.

## 21. CONFIDENTIAL INFORMATION

**21.1** For the purposes of this clause 21, "**Confidential Information**" means all information of a confidential nature disclosed by whatever means by a JV Group Company or a Shareholder (the "**Disclosing Party**") to a JV Group Company or any other Shareholder (in both cases the recipient of the information shall be the "**Receiving Party**"), whether prior to or following the Effective Date, and includes the provisions and subject matter of this Agreement, as well as the other Transaction Agreements.

**21.2** Each Shareholder undertakes to keep, and shall use best endeavours to procure that each Director appointed by it shall:

- (a) keep the Confidential Information confidential and not disclose it to any Person, other than as permitted under this clause; and
- (b) not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement.

**21.3** Clause 21.2 shall not apply to the disclosure of Confidential Information if and to the extent:

- (a) such disclosure is required by:
  - (i) Applicable Law or by any law or regulation of any country with jurisdiction over the affairs of the Receiving Party (or any Subsidiary of it);
  - (ii) the rules of any securities exchange on which securities of the Receiving Party or any of its Affiliates are listed or on which they are preparing to be listed; or
  - (iii) any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body;
- (b) that such information is in the public domain other than through breach of this clause 21;
- (c) the Receiving Party can demonstrate to have already known the Confidential Information as of the date of disclosure by the Disclosing Party or to have subsequently and lawfully acquired it from a Third Party that has the right to disseminate such information;
- (d) that such information is agreed in writing by the Company and the Shareholders not to be confidential or to be allowed to be disclosed; or
- (e) is developed by or for the Receiving Party independently of the information disclosed by the Disclosing Party,

*provided that:*

(i) in the case of clause 21.3(a):

- (A) the Receiving Party will promptly notify the Disclosing Party and the Company (if legally permitted to do so), and the Receiving Party will co- operate (if legally permitted to do so) with the Disclosing Party or the Company (as appropriate) regarding the timing and content of such disclosure and any action which the Disclosing Party or the Company (as appropriate) may reasonably wish to take to challenge the validity of such requirement; and
- (B) if, failing the entry of a protective order, the Receiving Party is compelled to disclose Confidential Information, the Receiving Party may exclusively disclose that portion of the Confidential Information that the Receiving Party is compelled to disclose and will exercise its reasonable endeavours to obtain assurance that confidential treatment will be accorded to that portion of the Confidential Information that is being disclosed; and

**21.4** The Receiving Party may disclose Confidential Information to its employees, advisors, underwriters and advisors on a strict "need to know" basis only, and provided that before any such disclosure of Confidential Information:

- (a) the Receiving Party informs such intended recipient of the confidential nature of the Confidential Information; and
- (b) the Receiving Party and such intended recipient enter into a confidentiality agreement, or the Receiving Party ensures that such recipient is already subject to pre-existing or professional or legal obligations of confidentiality, covering such Confidential Information with terms and conditions no less protective and favourable to the Parties than the terms of this Agreement.

**21.5** The Receiving Party shall procure that Persons to whom the Receiving Party disclosed Confidential Information under this clause 21 do not act in a manner inconsistent with the terms of this clause 21 and the Receiving Party hereby agrees that, at all times, it shall be responsible and liable for any breach of the obligations set out in this clause 21 by any of the Persons to whom the Receiving Party discloses Confidential Information under this clause 21 and shall, at its sole expense, take all reasonable measures, including but not limited to court proceedings, to restrain those Persons from non-compliance with the obligations set out in this clause 21.

**21.6** A Shareholder may disclose Confidential Information relating to any JV Group Company (but not relating to the other Shareholder(s)) to a potential purchaser (and its advisors) to whom it is or may become, subject to compliance with the transfer provisions in this Agreement, entitled to sell its Shares, *provided that* before any Confidential Information is disclosed, the potential purchaser and its advisors shall have entered into appropriate written confidentiality undertakings no less protective and favourable to the Parties than the terms of this Agreement.

**21.7** In respect of any item of Confidential Information, this clause 21 shall continue to bind the Shareholders notwithstanding termination or expiration of this Agreement:

- (a) for so long as the Confidential Information in question has not become part of the public knowledge or literature without breach of these undertakings; and
- (b) until a Third Party consultant, agent or other contractual party (other than any such Person acting on behalf of the Disclosing Party) having the right to disseminate such

Confidential Information lawfully discloses the Confidential Information to the Receiving Party.

**21.8** Promptly upon termination or expiration of this Agreement, and unless specifically provided otherwise in this Agreement, each Receiving Party shall destroy or return to the Disclosing Party all documents and materials (and any copies) supplied to it or made by it, or by the Persons to whom it has supplied copies in accordance with the terms of this Agreement containing, reflecting, incorporating or based on the Disclosing Party's Confidential Information and erase all the Disclosing Party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable), *provided that* (i) the Receiving Party may retain documents and materials containing, reflecting, incorporating or based on the Disclosing Party's Confidential Information to the extent required by law, any applicable governmental or regulatory authority (ii) no Receiving Party shall be deemed to have retained or failed to destroy any Confidential Information contained in back-up media routinely maintained by such Receiving Party, if such Receiving Party has deleted all such information from its active hard drives and servers and makes no attempt to recover any such information from such back-up media. Any Confidential Information that is not returned or destroyed, including without limitation any oral Confidential Information and any Confidential Information contained in back-up media, shall remain subject to the confidentiality obligations set forth in this clause 21 as long as it is retained.

## **22. INSURANCE**

**22.1** The Shareholders shall cause each JV Group Company to effect, or cause the arrangement of, and maintain, or cause the maintenance of, insurance policies as shall be commercially available at reasonable commercial rates, as may be required by any Applicable Law, together with any other insurance as shall be prudent in the judgment of the Board, including for each JV Group Company in respect of any accident, damage, injury, third party loss, loss of profits and other risks and in the manner and to an extent as shall be in accordance with good commercial practice with regard to a business of the same kind as that of such JV Group Company.

**22.2** The Shareholders and the Company shall cause each JV Group Company to obtain and subscribe for customary directors' and officers' liability insurance covering each of its directors. In addition, the directors of each JV Group Company shall be entitled to indemnification by the relevant JV Group Company to the greatest extent permitted by Applicable Law.

**22.3** All insurance policies shall be arranged with reputable insurers and/or reinsurers of a standing acceptable to the Board.

## **23. ASSIGNMENT**

Except as expressly provided in this Agreement, no Party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under this Agreement or any of its Equity Interests or its corresponding rights and/or obligations associated with such Equity Interests, without first seeking and obtaining the prior written consent of the other Parties.

## **24. FORCE MAJEURE EVENTS**

**24.1** In case of the occurrence of an event of Force Majeure "a **Force Majeure Event**") the Party affected by it shall give notice to the other Party thereof, such notice to set forth the cause, commencement and expected duration of such event.

**24.2** For the duration of the Force Majeure Event each Party shall be excused from performing such obligation hereunder as it is prevented from performing due to such event of Force Majeure.

**24.3** The Party affected by the Force Majeure Event shall exercise its best efforts to mitigate the consequences thereof. If a Force Majeure Event has a duration exceeding 6 (six) months, the Parties shall agree on a course of action in consideration of the relevant Force Majeure.

**24.4** In the event of a continuous, protracted and unabated Force Majeure Event that extends beyond one (1) year, unless the Parties, in their respective sole discretion, agree to adjust and pursue the Project or the operation of the Integrated Resort under the given circumstances, a Party shall have the right to terminate this Agreement by providing one (1) month's written notice to the other Parties, except that if at the end of such one (1) year period there is a clearly defined, unambiguous and undisputed date certain anticipated in the first half of the following year that is publicly known or announced by which the Force Majeure Event will cease to apply, then no Party shall have the right to terminate and this Agreement shall continue in full force and effect.

## **25. MISCELLANEOUS**

### **25.1 Binding Effect**

Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall, in accordance with its terms, be binding upon and inure to the benefit of the Parties and their respective heirs, legatees, legal representatives, successors, transferees and permitted assigns.

### **25.2 Further Covenants**

- (a) The Parties undertake to each other to execute and perform all such deeds, documents, assurances, acts and things and to exercise all powers and rights available to them, including the convening of all meetings and the giving of all waivers and consents and passing of all resolutions reasonably required, to give effect to the terms of the Transaction Agreements.
- (b) Without prejudice to the generality of clause 25.2(a), the Shareholders and the Company agree, as between themselves, that, if any provisions of the Articles of Association (or the articles of association of any other JV Group Company) at any time conflict with any provisions of this Agreement, the provisions of this Agreement shall prevail and the Shareholders and the Company shall exercise all powers and rights available to them to procure the amendment of the Articles of Association (or articles of association of the relevant JV Group Company) to the extent necessary to permit each JV Group Company and its affairs to be regulated as provided in this Agreement.

### **25.3 Announcements**

- (a) Subject to clause 25.3(b) no Party shall make, or permit any person to make, any public announcement, communication or circular (announcement) concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the Parties, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed). The Parties shall consult together on the timing, contents and manner of release of any announcement.
- (b) Where an announcement is required by Applicable Law or any Governmental Entity (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction, the Party required to make the announcement shall promptly notify the other Party. The Party concerned shall make all reasonable attempts to agree the contents of the announcement with the other Party before making it.

### **25.4 Notices**

- (a) Any notice, approval or communication in any form to be given or made by a Party in connection with this Agreement (a "Notice") shall be in writing, in English and in accordance with this clause 25.4 and shall be sent as follows:

If to **Wynn Resorts**, to it at: 3131 Las Vegas Blvd South, Las Vegas, NV 89109 Attention: CEO  
Email: [REDACTED]

with copies, which shall not constitute Notice, to: 3 Charlton St, Everett, MA 02149  
Attention: President, Wynn Resorts Development Email: [REDACTED]

and

Wynn Resorts, Limited  
Wynn Palace – Executive Office Avenida da Nave Desportiva Cotai, Macau  
Attention: General Counsel  
Email: [REDACTED]

If to **Wynn SPV**, to it at:  
T2-FF-1 RAKEZ Amenity Center, Al Hamra Industrial Zone-FZ, Ras Al Khaimah, United Arab Emirates Attention: Manager  
Email: [REDACTED]

with a copy, which shall not constitute Notice, to: Wynn Resorts, Limited  
Wynn Palace – Executive Office Avenida da Nave Desportiva Cotai,  
Macau  
Attention: General Counsel  
Email: [REDACTED]

If to **RAKHH**, to it at:  
RAK Bank Head Office Building: 7th Floor Sheikh Mohamed Bin Zayed Road  
PO Box 86000, Ras Al Khaimah, UAE Attention: Alison Grinnell, CEO  
Email: [REDACTED]

If to **RAKHH SPV**, to it at:  
B01-G29, Service Block,  
Al Hulaila Industrial Zone-FZ,  
Ras Al Khaimah, United Arab Emirates Attention: Alison Grinnell, CEO  
Email: [REDACTED]

If to **Marjan**, to it at:  
PO Box 14587, Ras Al Khaimah, UAE  
Attention: Abdulla Rashed Jasem Obaid Alabdouli, CEO Email: [REDACTED]

If to **Marjan SPV**, to it at:  
W7\_S010, Shed No.23,  
Al Hulaila Industrial Zone-FZ,  
Ras Al Khaimah, United Arab Emirates  
Attention: Abdulla Rashed Jasem Obaid Alabdouli, Manager Email: [REDACTED]

If to the **Company**, to it at:  
B4-206B9, Business Center 04 RAKEZ Business Zone-FZ Ras Al  
Khaimah, UAE  
Attention: Abdulla Rashed Jasem Obaid Alabdouli, General Manager Email: [REDACTED]

or in each case, to such other physical address or facsimile number or for the attention of such other person or department as the relevant Party has by prior written notice to the other Party specified for the purposes of this clause 25.4. That change shall only be effective on the date specified in the notice, provided that this date is not less than seven (7) days after the date of deemed receipt of the notice.

- (b) Any notice or communication delivered by one Party to another under or in connection with this Agreement shall only be effective if:

- (i) sent by internationally recognised courier service, in which case it shall be deemed to have been received on the date of receipt at the relevant physical address;
- (ii) delivered by hand, in which case it shall be deemed to have been received at the time of actual delivery to the relevant addressee; or
- (iii) sent by email, in which case it shall be deemed to have been received when:
  - (A) the notice or communication is also delivered by way of internationally recognized courier service or by hand in accordance with this clause 25.4; or
  - (B) a written confirmation from the addressee is received confirming receipt of such email.

If any notice or communication is deemed to be received on a day which is not a Business Day or after 4:00 pm at the place at which the notice or communication is deemed to be received, it shall only be effective on the next day Business Day at 10:00 am.

- (c) Unless otherwise specified: (i) any Notice to be made to the Company, the Chairperson, the Secretary shall be deemed validly made if addressed to such person and delivered to the Head Office unless another address is specified by any such Person for such purpose, in which case it shall be deemed to be validly made if addressed to such Person and delivered to such address; and (ii) any Notice to be made to a Director of the Company shall be deemed validly made if addressed to such Director and delivered to the Shareholder who appointed such Director; *provided, however, that* the rules with respect to delivery as stipulated in clauses 25.4(a) and 25.4(b) shall continue to apply.

## **25.5 Entire Agreement; Compliance with and Precedence of this Agreement**

- (a) Without prejudice to the provisions of the Waiver and Shareholder Loan Agreement or the Amended and Restated Shareholder Loan Agreement, this Agreement constitutes the entire agreement between the Parties with regards to the subject matter and supersedes the Shareholders' Agreement, A&R Shareholders' Agreement and any prior written or oral arrangement, promises, assurances, warranties, representations, understanding or agreement between them with regards to the subject matter (other than the Waiver and Shareholder Loan Agreement and the Amended and Restated Shareholder Loan Agreement).
- (b) Except as required by Applicable Law, no terms shall be implied (whether by custom, usage or otherwise) into this Agreement.
- (c) Each Shareholder and the Company must exercise all powers and rights available to that Shareholder as a holder of Shares (or shares in any JV Group Company) in order to ensure that each JV Group Company complies with its and any other applicable obligations under this Agreement. References in this Agreement to the Shareholders and/or the Company procuring that each JV Group Company performs its obligations are to be interpreted accordingly.
- (d) If Third Parties enforce the Articles of Association or Applicable Law in a manner that is in conflict with the terms of this Agreement, then each Shareholder shall make their best efforts to take all actions necessary to restore the terms of this Agreement as between themselves.

## **25.6 Amendments**

This Agreement may not be amended, modified or supplemented and no consents to departures from the provisions of this Agreement may be given, except as consented to in writing by each of the Parties and signed by each of the Parties. Such consent shall only be effective for the specific matter for which it was given.

## **25.7 Waivers**

- (a) No waivers of the provisions of this Agreement may be given, except as consented to in writing by each of the Parties and signed by each of the Parties. Such waiver shall only be effective for the specific matter for which it was given.
- (b) The failure of any Party hereto to insist upon strict performance of any of the terms, conditions and provisions of this Agreement shall not be deemed a waiver of future compliance therewith by such Party by which the same is required to be performed hereunder and shall in no way prejudice the remaining provisions of this Agreement.
- (c) No failure to exercise and no delay in exercising on the part of either Party hereto, any right, power, remedy or privilege hereunder shall operate as, or be taken to be, a waiver thereof or an acquiescence to any default, nor shall any single or partial exercise of any right, power, remedy or privilege preclude any other or further exercise thereof.

## **25.8 Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original of this Agreement, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each Party has executed at least one (1) counterpart.

## **25.9 English Language**

- (a) This Agreement and all related documents, instruments and other materials relating hereto (including Notices, demands, requests, statements, certificates or other documents or communications) shall be in the English language, unless agreed otherwise by the Parties.
- (b) The Parties each acknowledge that the Articles of Association will be issued in Arabic and English.

## **25.10 Remedies Cumulative**

The rights and remedies provided to the Parties under this Agreement are cumulative and are in addition to, and not in limitation of, other rights and remedies that may be available to any Party under this Agreement or Applicable Law (and these rights and remedies can be exercised as often as the relevant Party thinks appropriate), *provided that* the Parties agree to exclude, to the extent permissible, any right of termination of this Agreement arising under Applicable Law.

## **25.11 Severability**

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any relevant jurisdiction, that illegality, invalidity or unenforceability shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of the remaining provisions of this Agreement; or
- (b) the legality, validity or enforceability in that or any other jurisdiction of the provisions of any other agreement between the Parties,

and if necessary, the Parties shall use their best endeavours to agree upon any amendments to this Agreement necessary to give effect to the spirit of this Agreement with consideration to the economic interests pursued by each Shareholder and guided by the principles of reason and fairness.

#### **25.12 Reliance**

- (a) Each Shareholder:
  - (i) confirms that, in entering into this Agreement, it has not relied on any express or implied representation, warranty, assurance, collateral contract, covenant, indemnity, undertaking or commitment which is not expressly set forth or referred to in this Agreement; and
  - (ii) waives all rights and remedies which, but for this clause 25.12 might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract or other assurance.
- (b) Nothing in this clause 25.12 limits or excludes any liability for fraud.

#### **25.13 No Partnership**

It is not the intention of the Parties to create, nor shall this Agreement be deemed or construed to create:

- (a) a partnership, association or trust, or to authorise a Party to act as an agent, servant, or employee for another Party; or
- (b) any fiduciary relationship between the Parties as co-ventures or otherwise.

#### **25.14 No Deductions**

All sums payable by a Shareholder under this Agreement shall be paid without deduction or withholding of any bank or transfer charges, Taxes, duties, fees, assessments or otherwise; *provided* that if a Shareholder is required by Applicable Law to make any deduction or withholding from any sum paid or payable to the other Shareholder, the paying Shareholder shall make such deduction or withholding and pay the relevant amount to the relevant entity.

#### **25.15 No Setoff**

Unless otherwise expressly allowed under this Agreement or as otherwise agreed in writing between the Parties, every payment payable under this Agreement shall be made in full without any setoff or counterclaim, howsoever arising, and shall be free and clear of, and without deduction of, or withholding for or on account of, any amount which is due and payable to any Shareholder under this Agreement or any other Transaction Agreement.

#### **25.16 Beneficiary**

This Agreement shall inure to the benefit of, and shall be enforceable by, the relevant Party (notwithstanding any change in name or change by amalgamation, reconstruction, reorganisation, restructuring or otherwise which may be made in or to the constitution of such Party) and its respective successors and permitted assigns. Unless otherwise expressly provided in this Agreement, nothing contained herein shall be deemed to confer upon any Third Party any right or remedy under or by reason hereof.

#### **25.17 Governing Law**

This Agreement shall be governed by, and shall be construed in accordance with the laws of the United Arab Emirates as applicable in the Emirate of Ras Al Khaimah.

#### **25.18 Disputes**

- (a) Any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement (including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**") shall be referred to and finally resolved by arbitration under the LCIA Rules (the "**Rules**").
- (b) The number of arbitrators shall be three. The claimant shall nominate one arbitrator for appointment by the LCIA Court. The respondent shall nominate one arbitrator for appointment by the LCIA Court. The arbitrators so nominated shall, within fifteen (15) days of the date on which both of their appointments have been confirmed by the LCIA Court, jointly nominate the third arbitrator who, subject to appointment by the LCIA Court, will act as presiding arbitrator. Where the arbitrators nominated by the Parties are unable to nominate jointly a third arbitrator within that 15-day period, the LCIA Court shall choose and appoint the third arbitrator.
- (c) The Parties expressly agree that, if there is more than one (1) claimant party and/or more than one (1) respondent party to the arbitration, clause (b) will apply, provided that the claimant parties shall jointly nominate one (1) arbitrator and the respondent parties shall jointly nominate one (1) arbitrator.
- (d) The seat, or legal place of arbitration, shall be the Dubai International Financial Centre. The language used in the arbitral proceedings shall be English. All documents submitted in connection with the proceedings shall be in the English language, or, if in another language, accompanied by an English translation.
- (e) The Parties agree to the consolidation of any two or more arbitrations commenced between them pursuant to this clause into a single arbitration.
- (f) The Parties irrevocably waive any claim to any damages in the nature of punitive or exemplary damages, and the Tribunal is specifically divested of any power to award such damages.
- (g) Any arbitral award so made shall be binding from the day it is made and the Parties shall waive any right to refer any question of law in the arbitration, and waive any right of appeal in respect of the arbitral award, to any court.

*[signature page follows]*

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed, in duplicate originals, by its duly authorised representatives as of the date first written above.

Executed by  
**WYNN RESORTS, LIMITED**,  
represented by  
**Craig Scott Billings, Chief Executive Officer and authorised signatory**

/s/ Craig S. Billings

Executed by  
**WYNN RESORTS FZ-LLC**,  
represented by  
**Christopher Michael Gordon, Manager and authorised signatory**

/s/ Christopher M. Gordon

Executed by  
**RAK HOSPITALITY HOLDING LLC**  
represented by  
**Alison Jayne Grinnell**  
**Chief Executive Officer, General Manager, and authorised signatory**

/s/ Alison J. Grinnell

Executed by  
**RAK HH IR FZ-LLC**  
represented by  
**Alison Jayne Grinnell, Manager and authorised signatory**

/s/ Alison J. Grinnell

Executed by  
**AL MARJAN ISLAND LLC**  
represented by  
**Abdulla Rashed Jasem Obaid Alabdouli**  
**Chief Executive Officer, General Manager, and authorised signatory**

/s/ Abdulla Rashed Jasem Obaid Alabdouli

Executed by  
**AMI ISLAND 3 IR FZ-LLC**  
represented by  
**Abdulla Rashed Jasem Obaid Alabdouli**  
**Manager, and authorised signatory**

/s/ Abdulla Rashed Jasem Obaid Alabdouli

Executed by  
**ISLAND 3 AMI FZ-LLC**  
represented by  
**Abdulla Rashed Jasem Obaid Alabdouli**  
**General Manager, and authorised signatory**

/s/ Abdulla Rashed Jasem Obaid Alabdouli

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**EMPLOYMENT AGREEMENT**  
**("Agreement")**

- by and between -

**WYNN RESORTS, LIMITED**  
**("Employer")**

- and -

**JACQUI KRUM**  
**("Employee")**

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**DATED:** August 15, 2024

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**EMPLOYMENT AGREEMENT**

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**THIS EMPLOYMENT AGREEMENT (“Agreement”)** is made and entered into as of the 15<sup>th</sup> day of August, 2024, by and between **WYNN RESORTS, LIMITED (“Employer”)** and **JACQUI KRUM (“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;

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

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

**WHEREAS**, Employee currently serves as Senior Vice President and General Counsel of Employer’s Affiliate, Wynn MA, LLC, pursuant to the terms of an Employment Agreement effective as of November 15, 2021 (the “**Prior Agreement**”);

**WHEREAS**, the Prior Agreement would have terminated by its terms on November 15, 2024, and Employee and Employer desire to enter into this Agreement to supersede the Prior Agreement and transfer employment of Employee to Employer;

**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;

**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 directly or indirectly controlling, controlled by or under common control with 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, partners 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 any of the following:

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

(ii) Employee's inability or failure to secure and/or maintain any licenses or permits required by any Government Agency with jurisdiction over the business of Employer or any of its Affiliates, including those set forth in Section 8 of this Agreement (including the License), or disapproval of this Agreement by the Gaming Authorities as provided therein;

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

(iv) fraud, embezzlement, theft and/or dishonest activity committed by Employee;

(v) Employee's conviction of or entering a plea of guilty or nolo contendere to any crime constituting a felony or any misdemeanor involving fraud, dishonesty and/or moral turpitude (excluding acts involving a de minimis dollar value and not related in any manner whatsoever to Employer or its Affiliate or their respective businesses);

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

(vii) Employee's neglect, refusal, or failure to discharge Employee's duties commensurate with Employee's title and function, or Employee's failure to comply with a lawful direction of Employer;

(viii) Employee making a knowing material misrepresentation to Employer;

(ix) Employee's failure to follow a material policy or procedure of Employer or any of its Affiliates;

(x) Employee's violation of Employer's Preventing Harassment and Discrimination Policy that has been substantiated by an independent investigation by external counsel, which the board of directors, in good faith, determines requires termination as opposed to other disciplinary action;

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

(xii) Employee's breach of a statutory or common law duty of loyalty or fiduciary duty to Employer or any of its Affiliates, including Employer's or any of its Affiliates' conflict of interest policy; or

(xiii) conduct by Employee which adversely and materially reflects upon the business, affairs or reputation of Employer and or any of its Affiliates,

*provided, however,* that Employee's Complete Disability 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 of Control" pursuant to subparagraph (i) of this definition of "Change of Control"; provided, however, that no such Transaction shall constitute a "Change of 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 (with or without a reasonable accommodation) for a period as determined under Employer's applicable disability plan or plans.

(f) "**Confidential Information**" means any information that is possessed or developed by or for Employer or any of its Affiliates and that relates to Employer's or any such Affiliate's existing or potential business or technology, which is not generally known to the public, or which Employer or any of its Affiliates 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 any of its Affiliates, any trademarks, service marks, trade names, patents, logos, slogans, domain names, uniform resource locators and other source identifiers, and any other proprietary material of Employer or any of its Affiliates. Confidential

Information also includes information received by Employer or any of its Affiliates from others that Employer or any of its Affiliates has an obligation to treat as confidential.

(g) “**Effective Date**” means September 15, 2024.

(h) “**Foreign Government Official**” means any officers, office holders, or employees, whether full or part time, regardless of rank, of any foreign Governmental Agency, or any companies wholly- or partially-owned or controlled by a foreign government, or any international organizations, such as the United Nations or World Bank, including any political parties, party officials, candidates for public office, and family members of any of the foregoing.

(i) “**Good Reason**” means the occurrence, on or after the occurrence of a Change of 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 of 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 of 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 of 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 of 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) “**Governmental Agency**” means any federal, state, local, provincial, or foreign agency, authority, commission, bureau, division, body, tribunal, department, instrumentality or court exercising executive, legislative, regulatory or administrative functions of or pertaining to any federal, state, local, provincial or foreign government, or any political subdivision thereof, or any other governmental or regulatory agency or authority, domestic or foreign.

(k) “**Original Hire Date**” means April 30, 2013.

(l) “**Restricted Period**” means the period Employer employs or compensates Employee, and (x) in the event that Employee is entitled to the Separation Payment, the greater of 12 months following the termination of Employee’s employment or the number of months remaining in the Term but for such termination of employment, or (y) in the event that Employee is not entitled to the Separation Payment, one year following the termination of Employee’s employment.

(m) “**Separation Payment**” means a lump sum equal to (A) Employee’s Base Salary for the remainder of the Term, but not less than twelve (12) months (as defined in Subparagraph 7(a) of this Agreement), plus (B) an amount equal to the greater of (x) the bonus that was paid to Employee under Subparagraph 7(b) for the immediately preceding bonus period, projected over the remainder of the Term (which for avoidance of doubt may be less than 12 months), or (y) the bonus that was paid to Employee under Subparagraph 7(b) for the bonus period preceding the bonus period referred to in (x), projected over the remainder of the Term (which for avoidance of doubt may be less than 12 months), plus (C) any accrued but unpaid vacation pay.

(n) “**Trade Secrets**” as used in this Agreement, shall be given its broadest possible interpretation under applicable federal and state law and means 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 (i) Employer has taken reasonable measures to keep secret, and that (ii) 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.

(o) “**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, or other intellectual and industrial property rights of every kind and nature, in whatever form and jointly with others that relates to (i) any of Employer’s or any of its Affiliates’ existing or potential products, practices, processes, formulas, formulations, models, manufacturing techniques, engineering, research, equipment, applications or other business or technical activities or investigations; or (ii) any ideas, work, algorithms, data, technology, specifications, designs, drawings, images, samples, information, know-how, compositions, or investigations conceived or carried on by Employer or any of its Affiliates or by Employee in connection with or because of performing services for Employer or any of its Affiliates.

(p) “**Work Product**” means any and all of the following made, conceived or developed by Employee, including any and all intellectual property rights, derivatives or embodiments associated therewith: (i) Works of Authorship; (ii) inventions, whether or not patentable, improvements, and technology; (iii) proprietary and confidential information, including, but not limited to, know how, compositions, development tools, techniques, procedures, methodologies, technical data, customer or vendor lists, pricing or cost information, business or marketing plans or proposals, databases and data compilations and collections; (iv) websites, Internet addresses, urls and domain names and social media accounts; and (v) materials or concepts conceived, developed, originated, fixed or reduced to practice, in any medium, created or designed by Employee, including, without limitation, drawings, sketches, notes, photographs, brand concepts, discoveries, ideas, improvements, disclosures, documentation and related work in progress and supplies.

**2. BASIC EMPLOYMENT AGREEMENT.** Subject to the terms and pursuant to the conditions hereinafter set forth, Employer hereby employs Employee during the Term 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.

As of the Effective Date, this Agreement supersedes and replaces any and all prior employment agreements (including the Prior Agreement), 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.

**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 any of 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 the Employer and any of 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, provided such duties are not inconsistent with Employee’s primary duties to Employer hereunder. The foregoing notwithstanding, Employee shall devote such time to Employer or its Affiliates as may be required by Employer.

Employee’s title, as set forth in this Paragraph 3, shall become effective on January 31, 2025. Employee shall maintain her title under the Prior Agreement until such date.

**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 do 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 three (3) years commencing on the Effective Date of this Agreement and terminating on the third 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 cause or 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 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 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, but only if Employee resigns within thirty (30) days immediately following the expiration of such 30-day period. "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 or with any of 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, reduction or failure of Employer to which Employee consents, any change reporting structure alone with no material change to title, 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 Gaming Authorities under Section 8, or the temporary suspension of 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;

(vi) the giving of written ninety (90) day 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 ninety (90) day period. During such ninety (90) day notice period, Employer shall be permitted to reduce Employee's responsibilities and time commitment to Employer; provided however, Employer may not reduce Employee's Base Salary or benefits during such ninety (90) day period. At the end of such ninety (90) day period, Employee shall cease to be an employee of the 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 ninety (90) day period. If Employee elects to resign in lieu of termination, Employee must exercise this option in writing within 72 hours of receipt of 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; or

(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 without limitation 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, at Employee's election, under Section 7(c), or 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, or (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.

**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 Eight Hundred Twenty-Five Thousand Dollars (\$825,000.00) 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 Employer's Amended and Restated Annual Performance Based Incentive Plan for Executive Officers (the "**Annual Bonus Plan**") with an annual target bonus of no less than 200% of the Base Salary. Any annual bonus Employee may be eligible to earn under the Annual Bonus Plan shall be conditioned on Employee's continued employment through the applicable bonus performance period and may be subject to forfeiture in whole or in part upon Employee's knowing and material violation of Employer's Code of Business Conduct and Ethics or the Preventing Harassment and Discrimination Policy. Employee shall also be eligible to receive a bonus at such times and in such amounts as Employer

in its sole and exclusive discretion may determine. Employer retains the discretion to adopt, amend or terminate any bonus plan at any time prior to a Change of Control.

(c) **Annual Equity Grant.** Employee shall be eligible to receive an annual restricted share grant of Wynn Resorts, Limited common stock with a target value equivalent to no less than 135% of the annual Base Salary for Employee in effect at the end of the applicable year. Such grant shall vest annually for three years, with one-third of the grant vesting each year. Employee and Employer will enter into a separate restricted stock agreement incorporating the terms and conditions of each grant, including the grant date, vesting schedule, and termination provisions.

(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 shares of restricted stock of Wynn Resorts, Limited common stock pursuant to the Wynn Resorts, Limited 2014 Omnibus Incentive Plan valued at One Million, Two Hundred Fifty Thousand Dollars (\$1,250,000.00) as of the Effective Date. Such grant shall vest annually for three years, with one-third of the grant vesting each year. 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) **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 at all times while employed by Employer and for the twelve-month period subsequent to (i) the Term, or (ii) the termination of the Agreement pursuant to Sections 6(a)(v), 6(a)(vi), or 6(a)(vii).

(f) **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.

(g) **Relocation.** Employee shall receive a single lump sum payment in the amount of One Hundred Thousand Dollars (\$100,000.00), net after tax withholdings, to relocate Employee's primary residence from Lexington, Massachusetts to Las Vegas, Nevada ("**Relocation Payment**"). The Relocation Payment shall be considered

compensation and subject to payroll taxes, which shall be withheld at the time of payment. Employee agrees that in the event that Employee's employment with Employer is terminated for any reason other than as contemplated by Sections 6(a) (i), (ii) or (vi), Employee shall repay to Employer a pro-rated portion of the Relocation Payment equal to the number of full calendar months between the effective date of such termination of employment and the expiration of the Term of the Agreement divided by 36. Such pro rata amount shall be become payable within 30 days following such termination of employment.

(h) **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.

(i) **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.

(j) **Withholdings and Deductions.** All compensation provided to Employee by Employer under this Agreement shall be subject to applicable federal, state or local employment-related withholdings and deductions.

(k) **Original Hire Date.** Employee's Original Hire Date shall be used for determining other benefits.

## **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 or other regulatory authorities (the "**Gaming Authorities**") pursuant to the provisions of any applicable gaming and liquor statutes and other laws in any jurisdiction in which Employer or any of its Affiliates conduct or may conduct business (collectively, the "**Gaming Acts**") and the regulations promulgated thereunder (collectively, 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 Gaming 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 Gaming 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, 11 and 21, notwithstanding any other provisions of this Agreement.

(b) If applicable, Employer and Employee hereby covenant and agree that, in order for Employee to discharge the duties required under this Agreement, Employee may be required to apply for, obtain, or hold a license, registration, permit or other approval (a "**License**") issued by the Gaming Authorities pursuant to the terms of the relevant Gaming Act or Gaming Regulations and as otherwise required by this Agreement. If required, in the event Employee fails to apply for and secure, or the Gaming 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 Gaming Authorities' approval, respectively. The foregoing notwithstanding, if the source of the objections or the Gaming 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 any Governmental Agency other than the Gaming Authorities.

#### **9. OWNERSHIP; CONFIDENTIALITY.**

(a) All Confidential Information, Trade Secrets, or Work Product 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 Work Product provided or prepared by Employee and/or its agents under this Agreement, and Employee will receive no license or other rights from Employer with respect to such Work Product. The Work Product 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 Work Product may not, by operation of law, vest in Employer, or if any of the Work Product 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 Work Product, including, without limitation, all copyrights in the Work Product (and all renewals and extensions thereof). Without limitation, Employer may exploit the Work Product in any and all media, now known or hereafter devised, throughout the world, in perpetuity. Employer's rights in the Work Product 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 Work Product, 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 Work Product and will take no actions jeopardizing the existence or enforceability of the Work Product 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 Work Product, 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 Work Product. Employee acknowledges and agrees that such Confidential Information, Trade Secrets, and Work Product 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, Work Product, 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 (in electronic or paper form) 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 Product; 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 Governmental Agency, legislative body, or self-regulatory organization (each an "**Agency**"), including but not limited to claims of harassment or discrimination; (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.** In consideration of the mutual promises and covenants contained in this Agreement, including but not limited to the compensation identified in Section 6 (as applicable) and 7 of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Employee agrees as follows:

(a) Employee hereby covenants and agrees that during the Restricted Period, 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, directly or indirectly, provide services to a competing business that are the same as or similar in purpose or function to those Employee provided to Employer or any of its Affiliates during the last two (2) years of Employee's employment with Employer or that are likely to result in the use or disclosure of Confidential Information, 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, beach club, or sports wagering or online gaming operations.

(b) Employee hereby further covenants and agrees that during the Restricted Period, 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 to leave employment, 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, beach club, or sports wagering or online gaming 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.

(c) Employee hereby covenants and agrees that, at any time during the Restricted Period, Employee shall not, directly or indirectly, solicit any current, former (within the preceding one-year period) or prospective customer of Employer or any of its Affiliates with whom Employee had material contact or about whom Employee acquired Confidential Information during the last two (2) years of her employment to terminate, reduce or negatively alter his, her, its relationship with Employer or to do business with a competing business.

(d) 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 and do not impose any restraint that is greater than is required for the protection of Employer and its Affiliates. 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, and enforce the covenants as revised.

(e) 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, Work Product, 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, and in the event of any such breach, the Restricted Period shall be extended for a period of time commensurate with the period of breach. If Employee violates one of the post-employment restrictions set forth in Sections 10(b) or (c) of this Agreement, the time period for that restriction will be extended by one day for each day Employee is found to be in violation of it, up to a maximum extension of time equal in length to the original period of restriction, so as to give Employer the benefit of a period of forbearance by Employee that is equal to the original length of time provided for. In addition, Employee agrees that if she breaches her fiduciary duty to Employer or unlawfully take, physically or electronically, property belonging to Employer, the time period for the restriction contained in Section 10(a) may be equitably extended by an enforcing court for a period not to exceed 2 years from the date of cessation of Employee's employment.

12. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and both of which, when executed, shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be original signatures for all purposes.

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, by and through a duly authorized officer of Employer (other than Employee), 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, by and through a duly authorized officer of Employer (other than Employee), and Employee or by Court Order.

**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: Jacqui Krum  
[REDACTED]

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, claims for wrongful termination, 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 any of its Affiliates, 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; and wrongful discharge. 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 based on unlawful employment discrimination and/or harassment; 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. ENTIRE AGREEMENT.** 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 policy or procedure of Employer. Employee further represents and warrants that Employee will know and understand, and act in accordance with, all policies and procedures of Employer 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 policies or procedures of Employer, 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 Employer if Employee or any member of Employee’s family is a Foreign Government Official.

In case of breach of this provision, 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 Governmental Agency 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. Any rule of construction or interpretation

otherwise requiring this Agreement to be construed or interpreted against any party by virtue of the authorship of this Agreement shall not apply to the construction and interpretation hereof.

**\*\*Employee and Employer have read and understand that Section 21 (Dispute Resolution) of this Agreement contains provisions requiring Employee, as well as 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**

**EMPLOYEE**

/s/ Craig Billings

/s/ Jacqui Krum

Craig Billings, Chief Executive Officer

Jacqui Krum

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

**WYNN RESORTS, LIMITED**

**EMPLOYEE**

/s/ Craig Billings

/s/ Jacqui Krum

Craig Billings, Chief Executive Officer

Jacqui Krum

**FIRST AMENDMENT TO  
EMPLOYMENT AGREEMENT**

This FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this "**Amendment**") is entered into as of the 25<sup>th</sup> day of November, 2024, by and between **WYNN RESORTS, LIMITED** ("**Employer**") and **JACQUI KRUM** ("**Employee**"). Capitalized terms that are not defined herein shall have the meanings ascribed to them in the Agreement (as defined below).

**RECITALS**

**WHEREAS**, Employer and Employee have entered into that certain Employment Agreement, effective as of September 15, 2024 (the "**Agreement**"); and

**WHEREAS**, Employer and Employee desire to modify certain terms and conditions to the Agreement as more fully set forth herein;

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

1. Amendment. Employer and Employee hereby agree to amend Section 3 of the Agreement in its entirety to read as follows:

**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 any of 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 the Employer and any of 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, provided such duties are not inconsistent with Employee's primary duties to Employer hereunder. The foregoing notwithstanding, Employee shall devote such time to Employer or its Affiliates as may be required by Employer.

Employee's title, as set forth in this Paragraph 3, shall become effective on December 1, 2024. Employee shall maintain her title under the Prior Agreement until such date.

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

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

**WYNN RESORTS, LIMITED**

**EMPLOYEE**

/s/ Craig Billings  
Craig Billings, Chief Executive Officer

/s/ Jacqui Krum  
Jacqui Krum

## WYNN RESORTS, LIMITED

### TRADING POLICY

(Amended August 8, 2024)

The laws of the United States, state laws and laws of other countries, together with Company policy, prohibit “Insider Trading”, which is defined as trading in securities when aware of “material nonpublic information.” These laws also prohibit passing on such information to others who may trade known as “tipping”. In light of these prohibitions, Wynn Resorts, Limited (together with its affiliates, the “**Company**”) has adopted the following policies and procedures (collectively, this “**Policy**”) regarding trading in securities by the persons specified below.

#### I. Persons to Whom the Policy Applies

The following persons must comply with this Policy, as follows:

- All directors, officers and employees of the Company must comply with the policies and procedures in Section I.A.;
- All directors, officers and employees of the Company holding positions of Vice President and above as well as other persons whom we notify as being subject to this provision (such directors, officers and employees, “**Restricted Persons**”) must comply with the policies and procedures in Section I.B.;
- All directors and executive officers (as defined under Section 16 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) of Wynn Resorts, Limited (the “**Preclearance Persons**”) must comply with the policies and procedures in Sections I.C. and IV.; and
- The Company may also determine that other persons should be subject to this Policy, such as contractors or consultants who have access to material nonpublic information.

To the extent these policies and procedures apply to you, they also apply to:

- your spouse, dependent children and anyone that lives in your household, but not including any household employees;
- corporations or other entities controlled or managed by you, including trusts; and
- any account managed by a broker or other advisor for the benefit of you or any of your family members. Due to the complexities that arise in such circumstances, the Company strongly recommends that you deliver written instructions to any broker or other advisor prohibiting them from engaging in any discretionary transaction in Company securities in any account they manage for you or for a family member or entity that is covered by this Policy.

**If you have any questions regarding this Policy, please contact the following individuals from the General Counsel's office: \*\*\*\*\*.** Throughout this Policy, references to "an appropriate person in the General Counsel's office" means these individuals.

## **A. Trading Policy**

### **1. Prohibition on Trading When Aware of Material Nonpublic Information**

You may not trade in the stock or other securities of the Company when you are aware of Material Nonpublic Information (defined below) about the Company. See the discussion below for additional information on the meaning of the term "trade" and the broad scope of this prohibition. You may not trade in the stock or other securities of any other company, including the Company's suppliers or tenants or firms with which the Company may be negotiating a major transaction, when you are aware of Material Nonpublic Information (defined below) about that company. There is no exception to these prohibitions for small transactions or transactions that may seem necessary or justifiable for independent reasons, such as the need to raise money for an emergency expenditure.

### **2. Tipping**

You may not, while you are aware of Material Nonpublic Information about the Company, communicate that Material Nonpublic Information about the Company or to any other person (including co-workers), or suggest that another person trade the securities of the Company. You may not, while you are aware of Material Nonpublic Information about any other company, including the Company's suppliers or tenants or firms with which the Company may be negotiating a major transaction, communicate that Material Nonpublic Information to any other person (including co-workers), or suggest that another person trade the securities of such other company. These types of communications are known as "tipping." They violate this Policy and securities laws to the same extent as if you had traded directly and can result in the same civil and criminal penalties that apply if you engage in insider trading directly. Persons with whom you have a close relationship or a history, pattern or practice of sharing confidences—such as family members and close friends—may be presumed to act on the basis of information known to you; therefore, special care should be taken so that Material Nonpublic Information is not disclosed to such persons. This policy does not restrict legitimate business communications necessary to carry out the Company's business. If you leave the Company, you must maintain the confidentiality of Material Nonpublic Information until it has been adequately disclosed to the public by the Company.



### **3. Special Blackout Periods**

To help prevent inadvertent violations of the federal securities laws and to avoid even the appearance of trading on the basis of Material Nonpublic Information, the Company reserves the right to impose event-specific special blackout periods during which any or all directors, officers and employees will be prohibited from trading without exception. Any person made aware of the existence of an event-specific special blackout period should not disclose its existence to any other person, whether inside or outside the Company. An event-specific trading blackout is an additional precaution the Company may take, but even if you are not subject to an event-specific trading blackout you must comply with the prohibition against trading while aware of Material Nonpublic Information set forth in Section I.A.1. above.

### **4. Other Prohibited Transactions**

Because of the risks of raising insider trading concerns and of attracting suspicion, the following prohibitions apply regardless of whether you are aware of Material Nonpublic Information:

**Speculative Transactions.** It is against Company policy for Restricted Persons and Preclearance Persons to engage in speculative transactions in Company securities, such as trading in puts or calls in Company securities, or selling Company securities short (i.e., selling Company securities that you do not own), including “sales against the box” (i.e., selling Company securities with a delayed delivery).

**Hedging Transactions.** Because certain forms of hedging transactions, such as zero cost collars and forward sale contracts, in certain instances involve the establishment of a short position (or an equivalent position) in Company securities and limit or eliminate the ability to profit from an increase in the value of Company securities, you are prohibited from engaging in any hedging transactions involving Company securities.

**Standing and Limit Orders.** Standing and limit orders, unless arising under an approved Rule 10b5-1(c) trading plan as discussed below, create heightened risks for insider trading violations because of the lack of control over the timing of purchases or sales that result from standing instructions to a broker. The Company therefore discourages placing standing or limit orders on Company securities. If a person subject to this Policy determines they must use a standing order or a limit order, the order should be limited to a very short duration and must be cancelled immediately (i) if the person becomes aware of Material Nonpublic Information or becomes subject to a trading blackout restriction, or (ii) if the person is a Restricted Person, upon closing of the Window Period discussed in Section I.B. of this Policy.

Pledging and Trading on Margin. Because securities held on margin (or margined) or pledged as collateral may be sold without your consent if you fail to meet a margin call or if you default on a loan, a margin or foreclosure sale may result in unlawful insider trading. Because of this danger, you should exercise caution when pledging Company securities as collateral for a loan, including by holding the securities in a margin account and obtaining a loan or other margin credit under such account, and if you are a Restricted Person or Preclearance Person, you should exercise caution to ensure compliance with Section IV.B of this Policy.

## **B. Window Periods**

Restricted Persons may trade in Company securities only during the period (the “**Window Period**”) that (i) begins one full trading day following the time when the Company issues its press release regarding quarterly or annual earnings, and (ii) closes at the end of the trading day immediately preceding the tenth trading day prior to quarter end.<sup>1</sup> By way of example only, if the Company issues its press release after market on Thursday, January 26, 2017, the first day a Restricted Person may trade is Monday, January 30, 2017 and the last day a Restricted Person may trade is Friday, March 17, 2017. Restricted Persons may not trade Company securities outside of the Trading Window.

The restriction on trading only during the Window Period is designed to avoid difficult determinations of whether persons are aware of Material Nonpublic Information regarding the Company’s quarterly financial and operating results, which may be questioned in hindsight by enforcement authorities or the media. **However, even if the Window Period is open, you may not trade in Company securities if you are aware of Material Nonpublic Information about the Company. In addition, Preclearance Persons must preclear all transactions in Company securities in accordance with the procedures set forth in Section I.C. below even if they enter into or initiate the transaction when the Window Period is open.** Likewise, if the Company institutes a special blackout period due to Material Nonpublic Information developments and you are instructed not to trade, you are prohibited from trading in Company securities even if such period falls in what is otherwise generally an open Window Period.

Every standing or limit order to purchase or sell Company securities must be executed or cancelled before the Window Period closes, unless it arises under an approved Rule 10b5-1(c) trading plan as discussed below. If you expect a need to sell Company securities at a specific time in the future that may occur

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<sup>1</sup> With respect to trades of Wynn Macau, Limited (“WML”) securities, at the discretion of an appropriate person in the General Counsel’s office, employees of WML who are otherwise subject to this Policy, may trade WML securities during the Window Periods and subject to the restrictions set forth in the WML Policy on Securities Dealings by Directors and Restricted Persons.

after the Window Period has closed, you may wish to consider entering into a prearranged Rule 10b5-1(c) trading plan, as discussed in Section IV.A. below.

## **Preclearance Policy**

The Company requires all Preclearance Persons to obtain approval in advance of placing an order to purchase or sell or otherwise effecting any transaction in Company securities (including a stock plan transaction such as an option exercise, a gift, a loan, a pledge, a contribution to a trust or any other transfer). All preclearance requests must be submitted to an appropriate person in the General Counsel's office (or, in the case of the General Counsel, to the Chief Financial Officer or President) in advance of the proposed transaction. It is strongly recommended that you submit requests at least two business days in advance to give the General Counsel's office sufficient time to evaluate and respond to requests. An appropriate person in the General Counsel's office will then determine whether the transaction may proceed. **This preclearance policy applies even if you are initiating a transaction while a Window Period is open.**

If a transaction is approved under the preclearance policy, the transaction must be executed within five business days after the approval is obtained unless an exception is granted and at the end of each day, transaction information must be sent to the appropriate person in the General Counsel's office to facilitate Section 16 reporting. Even if a transaction is approved, the transaction may not be executed if you acquire Material Nonpublic Information concerning the Company during that time. If a proposed transaction is not approved under the preclearance policy, you should refrain from initiating any transaction in Company securities, and you should not inform anyone within or outside of the Company of the restriction. Transactions by Preclearance Persons also are subject to reporting under Exchange Act Section 16 and, if involving a sale effected on a U.S. securities market, Rule 144 under the Securities Act of 1933, as amended. These provisions are addressed in Section IV.D. of this Policy.

## **II. Potential Consequences of Insider Trading**

### **A. Enforcement of Insider Trading Laws**

If you violate United States insider trading laws, you may have to pay civil fines of up to three times the profit gained or loss avoided by such trading, as well as criminal fines of up to \$5 million. You also may have to serve a jail sentence of up to 20 years. If you engage in "tipping," you are subject to these same penalties and both you and the person(s) who traded are subject to penalties based upon the profit gained or loss avoided by the person(s) who traded.

## **B. Noncompliance**

Each covered person who fails to comply with this Policy will be subject to disciplinary action which could include termination of employment.

## **III. Definitions**

### **A. What is “Material Nonpublic Information”?**

#### **1. Material Information**

Information is “material” if (a) there is a substantial likelihood that a reasonable investor would find the information “important” in determining whether to trade in a security (or hold that security); or (b) the information, if made public, likely would affect the market price of a company’s securities.

Examples of material information include information regarding the amount or timing of dividends, earnings, financial results or projections; new or lost licenses or projects; sales results; important personnel changes; proposed or contemplated offerings, redemptions or purchases of securities; changes in dividends or the declaration of a stock split; business plans; possible mergers, acquisitions, divestitures, joint ventures or changes of control; important litigation developments or regulatory proceedings; defaults under material agreements (including debt agreements); liquidity concerns or developments; and important regulatory, judicial or legislative actions.

Information may be material even if it relates to future, speculative or contingent events and even if it is significant only when considered in combination with publicly available information. Either positive or negative information may be material.

#### **2. Nonpublic Information**

Information is considered to be “nonpublic” unless it has been disclosed and broadly disseminated to the public by the Company, which means that the information must be publicly disclosed by the Company through appropriate channels (such as by means of an SEC filing, a press release or a widely disseminated statement from a senior officer), and adequate time must have passed for the securities markets to digest the information.

As a general rule, you should consider information to be nonpublic until one full trading day has lapsed following public disclosure. For example, if the Company discloses material nonpublic information before the market opens on Thursday, January 26, 2017, you may not trade until Friday, January 27, 2017. If, however, the Company discloses material nonpublic information after the market

opens on Thursday, January 26, 2017, you may not trade until Monday, January 30, 2017.

## **B. Company Stock / Securities**

References in this Policy to Company stock or Company securities include Wynn Resorts, Limited and Wynn Macau, Limited equity securities (e.g., common stock), or debt securities (e.g. bonds), issued by the Company, including any subsidiaries of Wynn Resorts, Limited, as well as options, securities exercisable or convertible into equity and debt securities, or other securities that have a value derived from the value of Company securities. Likewise, references in this Policy to securities of another company include equity securities (such as common stock) and debt securities (such as bonds) of that company and its parent or subsidiary companies, as well as options or other securities that have a value derived from the value of that company's securities.

## **C. Trading / Transactions**

For purposes of this Policy, references to "trading" and "transactions" include, among other things:

- purchases and sales of Company securities in public markets;
- the exercise of employee stock options granted by the Company and sale of Company securities obtained through such exercise;
- the exercise of employee stock options through a "net exercise" process where you hold the shares received through the exercise, unless due to unusual circumstances and approved in advance by an appropriate person in the General Counsel's office;
- making gifts of Company securities (including charitable donations); and
- using Company securities to secure a loan.

Conversely, references to "trading" and "transactions" do not include:

- the vesting of Company stock options, restricted stock or restricted stock units;
- the Company withholding shares to satisfy a tax withholding obligation upon the vesting of stock options, restricted stock or restricted stock units; or
- transactions in mutual funds or exchange traded funds (ETFs) in which securities of the Company and its competitors represent less than ten percent (10%) of the fund's value.

## **IV. Additional Matters for Restricted and Preclearance Persons**

Restricted Persons and Preclearance Persons are subject to the following additional provisions under this Policy.

## A. Rule 10b5-1(c) Trading Plans

Rule 10b5-1(c) under the Exchange Act provides for an affirmative defense against insider trading liability if trades occur pursuant to a prearranged “trading plan” that meets specified conditions. Because of the trading restrictions imposed on Restricted Persons and Preclearance Persons under this Policy, the Company will allow you, if you are a Restricted Person or Preclearance Person, to enter into a Rule 10b5-1(c) trading plan, provided that the plan complies with the requirements set forth below. Any executive officer (as defined under Section 16 of the Exchange Act) who, at the time of the transaction, beneficially owns Company securities with a market value in excess of \$15 million (a “**10b5 Officer**”) and all directors of the Company may sell, purchase or otherwise trade Company securities only pursuant to a Rule 10b5-1(c) trading plan; provided that, (i) during any calendar year, any 10b5 Officer or director may sell or otherwise transfer up to 15% of the Company securities held by such person as of December 31 of the preceding year outside of a Rule 10b5-1(c) trading plan, and (ii) any executive officer or director may sell or otherwise transfer Company securities outside of a Rule 10b5-1(c) trading plan in order to satisfy personal tax liabilities, in both cases, such sales or transfers must be otherwise in compliance with the requirements of this Policy.

Under Rule 10b5-1(c), if you in good faith enter into a binding contract, an instruction or a written plan that specifies the amount, price and date on which securities are to be purchased or sold, and these arrangements are established at a time when you are not aware of Material Nonpublic Information, you may claim a defense to insider trading liability if the transactions under the trading plan occur at a time when you have subsequently learned Material Nonpublic Information. Any adoption or amendment of a Rule 10b5-1(c) trading plan may occur only in an open Window Period when you are not aware of Material Nonpublic Information; no such plan can be adopted or amended during any special blackout period.

In addition to these requirements, there are a number of additional procedural conditions to Rule 10b5-1(c) that must be satisfied before you can rely on a trading plan as an affirmative defense against an insider trading charge. Because this rule is complex, the Company requires that any Rule 10b5-1(c) trading plan be executed through a broker acceptable to the Company, and recommends that you work closely with that broker to be certain you fully understand the limitations and conditions of the rule before you establish a trading plan.

All Rule 10b5-1(c) trading plans, contracts and instructions are required to be reviewed and approved in writing by an appropriate person in the General Counsel’s office for compliance with the Company’s policies concerning such programs, prior to implementing any such plan, contract or instruction. Any

transaction pursuant to a Rule 10b5-1(c) trading plan that was approved under this Policy is excepted from the requirements of Section I.B. and I.C. of this Policy. In addition, the Company strongly recommends that you not amend, modify or terminate any Rule 10b5-1(c) trading plan, and the Company requires that any amendments, modifications and terminations of an existing Rule 10b5-1(c) trading plan be reviewed and approved in advance in writing by an appropriate person in the General Counsel's office.

## **B. Prohibition on Pledging**

As noted above, because securities held on margin or pledged as collateral may be sold without your consent if you fail to meet a margin call or if you default on a loan, a margin or foreclosure sale may result in unlawful insider trading. Because of this risk and because of adverse corporate governance perspectives on pledging Company securities, Restricted Persons and Preclearance Persons are prohibited from pledging Company securities as collateral for a loan, including by holding the securities in a margin account and obtaining a loan or other margin credit under such account. This policy does not prohibit broker-assisted exercise or settlement of equity awards granted by the Company which involve an extension of credit only until the sale is settled.

## **C. Acknowledgement**

All Restricted Persons and Preclearance Persons are required to acknowledge their understanding of and intent to comply with this Policy.

## **D. Additional Securities Law Matters**

### **1. Section 16**

Directors, officers and greater than 10% beneficial owners of the common stock of Wynn Resorts, Limited (each, a "**Section 16 Insider**") also are required to comply with the reporting obligations and are subject to the short-swing transaction provisions set forth in Section 16 of the Exchange Act. The practical effect of these provisions is that (a) Section 16 Insiders will be required to report transactions in Company securities (usually within two business days of the date of the transaction) and (b) Section 16 Insiders who purchase and sell Company securities within a six-month period will be required to disgorge all profits to the Company whether or not they had knowledge of any Material Nonpublic Information.

### **2. Rule 144**

If you are a director or executive officer, you may be deemed to be an "affiliate" of the Company. Consequently, any sale on or through a U.S. securities

exchange or market of Company securities held by you or a member of your immediate family likely are subject to satisfaction of the provisions of Rule 144 under the Securities Act of 1933, as amended (or any other applicable exemption under the federal securities laws). If this is the case, note that Rule 144 requires the transaction to be effected by a broker, requires that a Form 144 be filed (except in the case of transactions involving a small number of shares) and places limits on the number of shares you may be able to sell.

Contact an appropriate person in the General Counsel's office for more information on these additional securities law matters.

## SUBSIDIARIES OF WYNN RESORTS, LIMITED

Asia Development, LLC  
Chamber Associates, LLC  
Development Associates, LLC  
Las Vegas Jet, LLC  
    Las Vegas Jet Hangar, LLC  
Massachusetts Property, LLC (a Massachusetts company)  
    3 Bow Street, LLC (a Massachusetts company)  
    41 Bow Street, LLC (a Massachusetts company)  
    49 Bow Street, LLC (a Massachusetts company)  
    51 Bow Street, LLC (a Massachusetts company)  
    55 Bow Street, LLC (a Massachusetts company)  
    57 Bow Street, LLC (a Massachusetts company)  
    61 Bow Street, LLC (a Massachusetts company)  
    63 Bow Street, LLC (a Massachusetts company)  
    80 Bow Street, LLC (a Massachusetts company)  
    82 Bow Street, LLC (a Massachusetts company)  
    98 Bow Street, LLC (a Massachusetts company)  
    103 Broadway, LLC (a Massachusetts company)  
    127 Broadway, LLC (a Massachusetts company)  
    10 Gardner Street, LLC (a Massachusetts company)  
    8 Lynde Street, LLC (a Massachusetts company)  
    10 Lynde Street, LLC (a Massachusetts company)  
    12 Lynde Street, LLC (a Massachusetts company)  
    18 Lynde Street, LLC (a Massachusetts company)  
    28 Lynde Street, LLC (a Massachusetts company)  
    32 Lynde Street, LLC (a Massachusetts company)  
    15 Mystic Street, LLC (a Massachusetts company)  
    40 Mystic Street, LLC (a Massachusetts company)  
    6 Scott Place, LLC (a Massachusetts company)  
    7 Scott Place, LLC (a Massachusetts company)  
    10 Scott Place, LLC (a Massachusetts company)  
    12 Scott Place, LLC (a Massachusetts company)  
    5 Thorndike Street, LLC (a Massachusetts company)  
    7 Thorndike Street, LLC (a Massachusetts company)  
    11 Thorndike Street, LLC (a Massachusetts company)  
    21 Thorndike Street, LLC (a Massachusetts company)  
    68 Tremont Street, LLC (a Massachusetts company)  
    East Broadway, LLC (a Massachusetts company)  
    EBH Broadway, LLC (a Massachusetts company)  
    Everett Broadway, LLC (a Massachusetts company)  
Nevada Realty Associates, LLC  
Rambas Marketing Co., LLC  
    Wynn Indonesia Marketing, LLC  
    Wynn International Marketing, Ltd (an Isle of Man company)  
Toasty, LLC (a Delaware company)  
Valvino Lamore, LLC  
WA Insurance, LLC  
WDD Massachusetts Purchasing, LLC (Nevada)  
WestWynn, LLC  
WLV Labs, LLC  
World Travel G-IV, LLC  
Worldwide Wynn, LLC  
WSI Holdco, LLC  
Wynn Aircraft, LLC  
Wynn Aircraft II, LLC

Wynn Aircraft IV, LLC  
Wynn Aircraft V, LLC  
Wynn Design & Development, LLC  
Wynn Energy, LLC  
Wynn Gallery, LLC  
Wynn Golf, LLC  
Wynn Group ME, LLC  
    Wynn Resorts FZ-LLC (a United Arab Emirates company)  
        DCP AMI 3 FZ-LLC (a United Arab Emirates company)  
        Island 3 Infra Enterprises FZ-LLC (a United Arab Emirates company)  
        Island 3 AMI FZ-LLC (a United Arab Emirates company)  
            South West Island FZ-LLC (a United Arab Emirates company)  
            South East Island FZ-LLC (a United Arab Emirates company)  
            North West Island FZ-LLC (a United Arab Emirates company)  
            North East Island FZ-LLC (a United Arab Emirates company)  
            Wynn Al Marjan Island FZ-LLC (a United Arab Emirates company)  
    Wynn Design and Development FZ-LLC (a United Arab Emirates company)  
Wynn Interactive, LLC  
Wynn Interactive Holdings, LLC  
    Wynn MA Interactive, LLC  
    Wynn NV Interactive, LLC  
WSI Investment, LLC  
    Wynn Interactive, LTD (Bermuda)  
        Betbull Limited (Malta)  
            Sosyal Yazilim ve Danismanlik Hizmetleri AS (Turkey)  
            Betbull Games Limited (Malta)  
            Social Games Limited (Malta)  
            Social Sports Limited (Gibraltar)  
            Betbull Social Sports UK Limited  
    Wynn Social Sports Global  
        Wynn Social Sports US  
        Wynn Social Gaming, LLC  
Wynn Investments, LLC  
Wynn IOM Holdco I, Ltd. (an Isle of Man company)  
    Wynn IOM Holdco II, Ltd. (an Isle of Man company)  
    SH – Sociedade de Hotelaria, Limitada (a Macau company)  
    SH Hotelaria Hong Kong Limited (a Hong Kong company)  
Wynn Manpower, Limited (a Macau company)  
    Harthor Hospitality Services Limited (a Macau company)  
        Harthor Hospitality Services HK Limited (a Hong Kong company)  
    Lumini Hospitality Services Limited (a Macau company)  
        Lumini Hospitality Services HK Limited (a Hong Kong company)  
    SAC Hospitality Services Limited (a Macau company)  
        SAC Hospitality Services HK Limited (a Hong Kong company)  
    Palo Marketing Services Limited (a Macau company)  
        Palo Hong Kong Limited (a Hong Kong company)  
    Palo Manpower Hong Kong Limited (a Hong Kong company)  
    Lunimi Hospital Services Limited (a Macau company)  
        Lunimi Hospitality Services Limited (a Hong Kong company)  
    Miluni Hospitality Services Limited (a Macau company)  
        Miluni Hospitality Services HK Limited (a Hong Kong company)  
    Minilu Hospitality Services Limited (a Macau Company)  
        Minilu Hospitality Services Limited (HK)  
Wynn Macau Development Company, LLC  
Wynn Nightlife, LLC  
Wynn North Asia, LLC  
Wynn Online Store, LLC

Wynn Resorts Development, LLC  
Wynn Resorts Development (Japan) Godo Kaisha (a Japan Company)  
Wynn Resorts Hotel Marketing & Sales (Asia), LLC  
Wynn Resorts Holdings, LLC  
Wynn Resorts Finance, LLC  
Wynn America Group, LLC  
Everett Property, LLC (a Massachusetts company)  
Wynn MA, LLC  
EBH Holdings, LLC  
Wynn Las Vegas Holdings, LLC  
Wynn Las Vegas, LLC  
Kevyn, LLC  
WLV Events, LLC  
World Travel, LLC  
Wynn Las Vegas Capital Corp.  
Wynn Show Performers, LLC  
Wynn Sunrise, LLC  
Wynn Group Asia, Inc.  
WM Cayman Holdings Limited I (a Cayman Islands company)  
Wynn NKH, LLC  
Wynn Macau, Limited (a Cayman Islands company and a 72% owned company)  
WML Corp. Ltd. (a Cayman Islands company)  
WM Cayman Holdings Limited II (a Cayman Islands company)  
Wynn Resorts International, Ltd. (an Isle of Man company)  
Wynn Resorts (Macau) Holdings, Ltd. (an Isle of Man company)  
Wynn Resorts (Macau), Ltd. (a Hong Kong company)  
Wynn Resorts (Macau), S.A. (a Macau company)  
Palo Real Estate Company Ltd. (a Macau company)  
WML Finance I Limited (a Cayman Islands company)  
Sierra International Management and Services Limited  
Wynn Resorts Capital Corporation  
Wynn Retail, LLC  
Wynn/CA JV, LLC  
Wynn/CA Property Owner, LLC  
Wynn Plaza, LLC  
Wynn/CA Plaza JV, LLC  
Wynn/CA Plaza Property Owner, LLC  
Wynn Esplanade, LLC  
Wynn/CA Esplanade JV, LLC  
Wynn/CA Esplanade Property Owner, LLC  
Wynn Vacations, LLC  
Worldwide Wynn ME, LLC  
Wynn ME Management, LLC  
Wynn Al Marjan Management FZ-LLC (a United Arab Emirates company)  
Wynn NYC Investment, LLC  
Wynn MFC, LLC  
Wynn WTM Ltd. (a Cayman Islands Company)

**All subsidiaries are formed in the State of Nevada and wholly owned unless otherwise specifically identified.**

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in the following Registration Statements:

1. Registration Statement (Form S-3 No. 333-268180) of Wynn Resorts, Limited,
2. Registration Statement (Form S-8 No. 333-281485) pertaining to the 2014 Omnibus Incentive Plan of Wynn Resorts, Limited,
3. Registration Statement (Form S-8 No. 333-239579) pertaining to the 2014 Omnibus Incentive Plan of Wynn Resorts, Limited, and
4. Registration Statement (Form S-8 No. 333-196113) pertaining to the 2014 Omnibus Incentive Plan of Wynn Resorts, Limited;

of our reports dated February 13, 2025 with respect to the consolidated financial statements and schedule of Wynn Resorts, Limited and the effectiveness of internal control over financial reporting of Wynn Resorts, Limited, included in this Annual Report (Form 10-K) of Wynn Resorts, Limited for the year ended December 31, 2024.

/s/ Ernst & Young LLP

Las Vegas, Nevada  
February 13, 2025

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

I, Craig S. Billings, certify that:

1. I have reviewed this Annual Report on Form 10-K 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: February 13, 2025

/s/ Craig S. Billings  
Craig S. Billings  
Chief Executive Officer  
(Principal Executive Officer)

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

I, Julie Cameron-Doe, certify that:

1. I have reviewed this Annual Report on Form 10-K 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: February 13, 2025

/s/ Julie Cameron-Doe  
Julie Cameron-Doe  
Chief Financial Officer  
(Principal Financial and Accounting Officer)

**Certification of the Chief Executive Officer and the Chief Financial Officer**  
**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 Annual Report on Form 10-K of Wynn Resorts, Limited (the "Company") for the year ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Craig S. Billings, as Chief Executive Officer of the Company, and Julie Cameron-Doe, 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, as amended; 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/ Craig S. Billings

Name: Craig S. Billings  
Title: Chief Executive Officer  
(Principal Executive Officer)  
Date: February 13, 2025

/s/ Julie Cameron-Doe

Name: Julie Cameron-Doe  
Title: Chief Financial Officer  
(Principal Financial and Accounting Officer)  
Date: February 13, 2025

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.