

## CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT (this “*Agreement*”), dated as of April 20, 2018, by and between Elaine P. Wynn (the “*Requesting Stockholder*”) and Wynn Resorts, Limited, a Nevada corporation (the “*Company*”).

WHEREAS, the Requesting Stockholder hereby represents that she is the beneficial owner of 9,539,077 shares of common stock of the Company, \$0.01 par value per share;

WHEREAS, by letter to the Company dated April 20, 2018, the Requesting Stockholder has made a demand (the “*Demand*”) to inspect and make and/or receive copies or abstracts from certain records of the Company (the “*Records*”) pursuant to Nevada Revised Statutes 78.105; and

WHEREAS, subject to the execution of this Agreement and payment by the Requesting Stockholder for the production of the Records, the Company will make the Records available for inspection by the Requesting Stockholder in response to the Demand and any future demands by the Requesting Stockholder, subject to the provisions contained in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Confidentiality and Purpose. The Company shall make the Records available for inspection by the Requesting Stockholder in response to the Demand and any future demands by the Requesting Stockholder. The Requesting Stockholder shall hold the Records (as defined in the Demand) in strict confidence and shall not, and shall direct her Representatives (as defined below) not to, publish, communicate or otherwise disclose the Records to anyone, either directly or indirectly, other than as permitted by Section 3 of this Agreement. The Requesting Stockholder expressly agrees and represents, consistent with her Demand, that the Records shall be utilized solely for the purpose set forth in the Demand (the “*Permitted Purpose*”).

The confidentiality obligations set forth in this Agreement shall not apply to any of the Records that (a) were already properly in the Requesting Stockholder’s or her Representatives’ possession as of the date hereof, provided that such Records were not subject to any legal, contractual or fiduciary obligation of confidentiality owed to the Company or any subsidiary thereof, (b) properly came into the Requesting Stockholder’s or her Representatives’ possession after the date hereof, provided that such Information was not subject to any legal, contractual or fiduciary obligation of confidentiality owed to the Company or any subsidiary thereof, or (c) are, on the date hereof, or subsequently become, publicly available, other than as a result of a breach of this Agreement by the Requesting Stockholder or her Representatives.

2. Confidentiality Designation. The Company hereby designates the Records as confidential on the grounds that the Company in good faith believes that the Records constitute or reveals confidential information that requires the protection provided in this Agreement.

3. Permitted Disclosure. The Requesting Stockholder shall be permitted to disclose the Records only on a need-to-know basis for the Permitted Purpose (a) to the employees, officers, attorneys, consultants, agents or other representatives of the Requesting Stockholder or any of her affiliates or associates (collectively, “*Representatives*”) or (b) as required by law, regulation or legal process, including as required by the Securities and Exchange Commission or any applicable stock exchange; *provided, however*, that the Requesting Stockholder shall, to the extent legally permissible, (i) provide reasonable notice to the Company of any such requirement, so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with this Agreement; (ii) furnish only such Records as are legally required to be disclosed and (iii) exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to any Records that are required to be disclosed. The Requesting Stockholder shall be responsible for any breach of this Agreement by her Representatives and agrees to advise her Representatives against prohibited or unauthorized disclosure or use of the Records (including litigation).

4. Return or Destruction of Information. The parties agree that, within ten business days following the conclusion of the Company’s 2018 annual meeting of stockholders (including any postponements and/or adjournments thereof), the Requesting Stockholder shall, and shall direct her Representatives to, destroy the Records.

5. Enforcement. The parties agree that money damages would not be a sufficient remedy for any breach of this Agreement by any of the parties hereto and that the other party shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of this Agreement, without proof of actual damages or any requirement to post a bond, in addition to all other remedies available at law or in equity. If any action, suit or proceeding is initiated by a party to enforce the provisions hereof, the prevailing party in such action, suit or proceeding shall be entitled to reimbursement of all costs and expenses, including attorneys’ fees, incurred by such prevailing party in connection therewith.

6. Governing Law; Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of Nevada without regard to principles of conflict of laws thereof. The parties agree that the Courts of the State of Nevada shall have exclusive jurisdiction for purposes of any action, suit or proceeding arising hereunder, and the parties hereby consent to such venue and submit to such exclusive jurisdiction. Each of the Requesting Stockholder and the Company agrees that it will not bring any action, suit or proceeding relating to this Agreement in any court other than the Courts of the State of Nevada.

7. General Provisions. Captions and section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or to be taken into consideration in, interpreting, this Agreement. This Agreement may be amended, changed, modified, altered or terminated only by written instruments signed by the parties hereto, and no waiver of compliance with any provision or condition of this Agreement shall be effective unless evidenced by a written instrument executed by the party against whom such waiver is to be effective. In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. This Agreement may be executed in multiple counterparts, each of which will be deemed an original for all purposes and all of which shall constitute a single instrument. Delivery of an executed signature page of this Agreement by email, facsimile or other customary means of electronic transmission (*e.g.*, “pdf”) shall be effective as delivery of a manually executed counterpart hereof.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the date first written above.

**WYNN RESORTS, LIMITED**

By:

Name: \_\_\_\_\_

Title:

**ELAINE P. WYNN**

Signed: