

Universal tried to push through its casino deal in the Philippines in the final months of the Arroyo administration. That deal is now the subject of investigations there and in the United States.

The record shows Universal won concessions on three critical issues that had threatened the \$2-billion project in late 2009 and early 2010.

First, the Philippine Amusement and Gaming Corporation (PAGCOR), the gaming regulator under Genuino, brokered a land swap in November 2009 that Universal needed to move ahead with construction.

Then in February 2010, Arroyo signed a presidential order making it possible for foreign investors such as Okada to have 100-percent ownership of casinos. Around the same time, Arroyo's office approved an application for corporate tax relief from Universal's land-holding company. Both measures were expected but the delays had frustrated Universal executives, records show.

Universal pushed hard to get its final gaming license from Genuino - right up until June 29, 2010, a day before he left his post - but failed to get it.

As it raced to win final approval for its casino, Universal also funnelled a total of \$40 million in payments to Rodolfo Soriano, an aide to Genuino and a former consultant to PAGCOR who had become central to Universal's operations in the Philippines by late 2009.

Of the total \$40 million in transfers to Soriano, \$10 million was immediately returned to the Japanese company in May 2010 to avoid writing off a bad loan extended to another company not involved in the casino project, as Universal closed the books on its fiscal year, records show.

The payments to Soriano, now under investigation as potential bribery, were first reported by Reuters.

It is unclear what happened with the \$30 million paid to Soriano that remained with him. Soriano, who came to be known to Universal executives by his nickname



GROUND BREAKING: Okada (C) with Philippine officials and businessmen pressing a button to launch construction of a new casino in Manila Bay. REUTERS/ROMEO RANOCO

\$67 billion
Estimated Asia-Pacific gambling revenues in 2013, when the region will surpass the U.S. as the biggest in the world.

Source: PricewaterhouseCoopers

"Boysie", has not commented on the payments and could not be reached. There is no evidence the money was transferred to officials in the Arroyo administration or to others.

Universal booked \$7 million of the payments to Soriano as a "consulting fee", citing his help in winning the order signed by Arroyo allowing foreign casino ownership as partial justification for the payment, according to company documents seen by Reuters.

Okada broke ground on construction of the casino in January 2012, but PAGCOR under its new chairman has threatened to strip Universal of its license if evidence of bribery is found.

Universal said it conducted its business in the Philippines lawfully. Its lawyer, Yuki Arai, declined to comment further.

Genuino has been charged with

misuse of public funds during his time at PAGCOR for allegations unrelated to the Universal payments to Soriano. He could not be reached for comment.

Arroyo has been under hospital arrest for charges related to alleged electoral fraud and misuse of public funds during her presidency. Her spokeswoman, Elena Bautista-Horn, did not return calls seeking comment.

Universal has sued three former employees claiming that \$15 million transferred to Soriano - including the \$10 million that was immediately returned - was unauthorised.

In early December, Okada and Universal announced they had filed a libel action against Reuters in Tokyo for reporting on the payments to Soriano in November.

UP FROM HARDSHIP

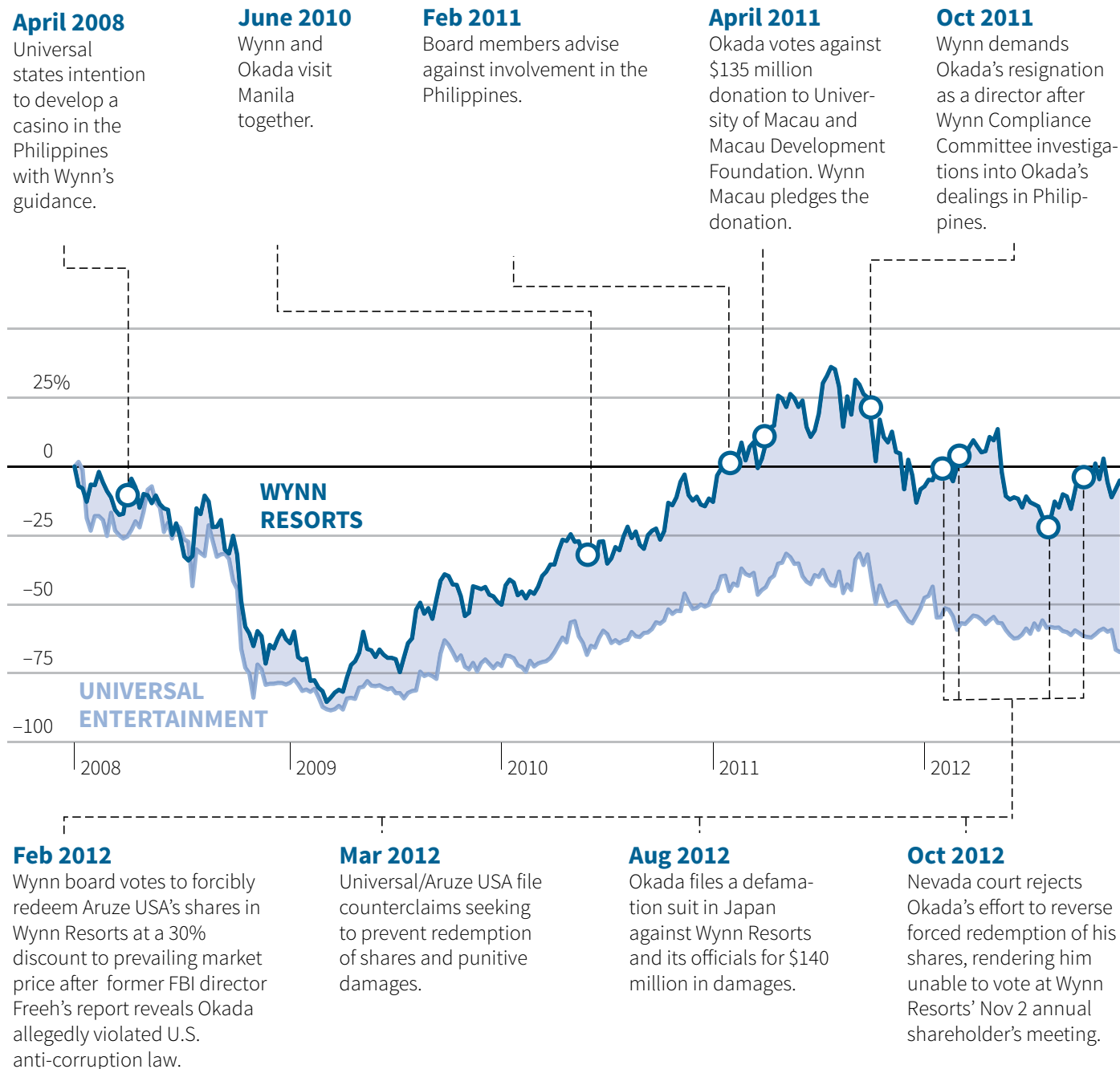
Okada, one of Japan's most successful entrepreneurs, had risen through hardship and trusted his gut when it came to the biggest decisions.

His father died when he was in elementary school, a loss he said helped make him self-reliant. He made his first fortune fixing and selling American jukeboxes in the 1960s. He became a billionaire selling pachinko machines, a Japanese form of legal gambling.

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Kazuo Okada's legal feud with Steve Wynn

Each billionaire accuses the other of making improper payments in their respective Asian markets



Note: *Okada was Wynn's Resort largest shareholder through Universal Entertainment.
Sources. Thomson Reuters.

By the late 1990s, the pachinko market had peaked and Universal began to look for ways to diversify.

Okada met casino impresario Steve Wynn in 2000. The two had to rely on a translator – Okada speaks little English – but both said they began a strong friendship. On a handshake, Okada became Wynn's major investor.

"I got lucky," Wynn, 70, told Nevada gaming regulators in 2004. "At first I could hardly believe it, but then \$250 million came 'zwinging' in." Wynn also said then he believed Okada to be a man of deep integrity. "Take the high road. Do the right thing," he recalled Okada telling him.

Okada staked Wynn for a total of \$380 million. That jump-started construction of the Wynn Las Vegas resort that opened on the site of the old Desert Inn in 2005, and the even more profitable Wynn Macau in 2006. By 2010, Okada's investment had increased in value almost eight times and returned just over \$600 million in dividends.

Macau in particular has produced stunning results. By 2011, the Macau market was bringing in almost \$34 billion a year, making it more than five times larger than Las Vegas.

When Genuino visited Tokyo in 2007 to drum up interest in a \$15-billion resort and casino complex PAGCOR wanted to develop, Okada jumped at the chance to invest, people involved said.

A year later, on the cusp of global recession, Universal paid just over \$300 million for 30 hectares (74 acres) on Manila Bay. In August 2008, PAGCOR granted a provisional license to its casino operating company, Tiger Resorts, Leisure and Entertainment.

But Okada later realized the initial license fell short of what the company had sought, records show. Universal did not want to have to hire employees, including dealers, through PAGCOR and pay fees to the regulator as a placement service, according to letters sent from Universal to PAGCOR.



ALL IN: The Tokyo headquarters of Kazuo Okada's Universal Entertainment Corp. It's looking to build more casinos around Asia.

REUTERS/TORU HANAI

Universal also pressed PAGCOR to allow high-rollers coming on trips organised by junket operators to come into the casino without reporting their names to the regulator. Junket operators combine concierge and credit services for rich Chinese and have been central to the growth of gambling in Macau.

To promote Manila as an alternative to Macau, Universal wanted to make it a market where the winnings of Chinese gamblers would be "free of supervision," according to a company presentation.

There was also some uncertainty about whether Wynn would join the Okada project. Okada said he wanted to bring Wynn in as a partner through late 2010. "At that time I trusted him. I showed him everything," Okada told Reuters in October.

Wynn, however, was always sceptical about doing business in the Philippines, a person familiar with his thinking said. When Okada asked him to visit Manila in June 2010, he agreed to a briefing from Genuino. But he turned up in a polo shirt when everyone else wore business attire, a sign he saw himself as a spectator, the person said.

“At first I could hardly believe it, but then \$250 million came zwinging in

Steve Wynn, describing Kazuo Okada's initial investment into his casino company.

By early 2012, Wynn and Okada had split and begun a legal fight over Okada's continued investment in Wynn's company that is playing out in courthouses in the United States, Japan and the Philippines.

A Wynn investigation found Universal had paid \$110,000 to entertain gaming regulators from Korea and the Philippines. The Wynn camp alleges that showed Okada was an unfit partner. Okada has said Universal entertains officials in line with its internal policy and denies any wrongdoing. The guest list that drew the attention of Wynn included Soriano, Genuino and Mike Arroyo, the husband of then-President Gloria Arroyo.

Wynn told Okada and other directors in 2011 that he did not think it would be possible to operate in the Philippines, consistently ranked as one of the most corrupt economies in Asia, according to a legal claim filed by Universal in Nevada.

"All of us are of one mind," Wynn told Reuters. "We cannot be related to activities in the Philippines."

LAS VEGAS IN MANILA

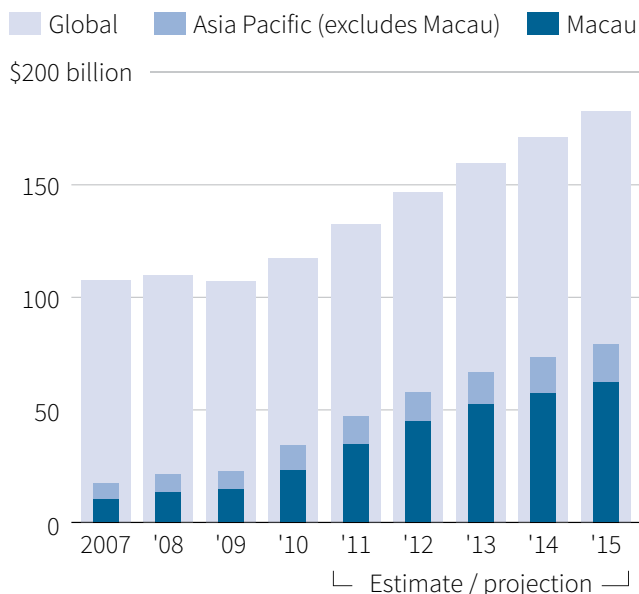
When Okada and the Universal board approved the Manila project in August 2008, they projected it would be a cornerstone of a string of resorts around the rapidly growing Asian market. They expected Universal would become a \$9 billion company by 2014 with a listing on the Hong Kong stock exchange, according to notes from the board meeting.

Casino gambling revenues in the Asia-Pacific region have more than tripled since 2007, according to PricewaterhouseCoopers. The region is set to overtake the U.S. market as largest in the world next year when gambling revenues reach \$67 billion from \$58 billion in 2012.

Universal's first designs were based on the Wynn casinos, featuring two wings in reflective gold glass. Plans included \$150 million to build one of Asia's largest aquariums and a "Kidzania" playland, with

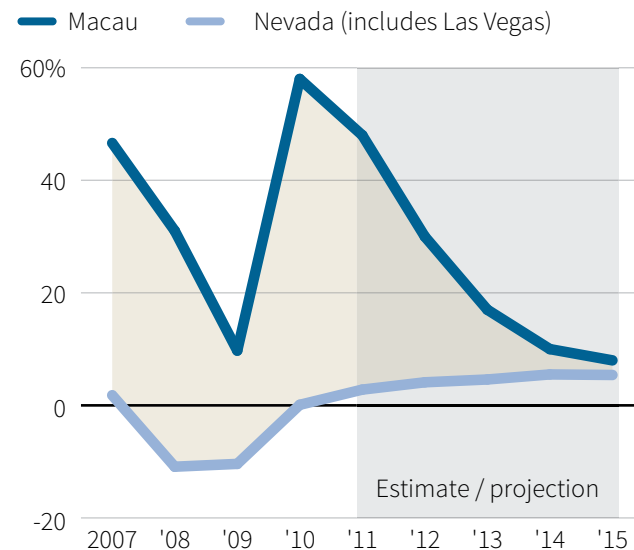
Casino gambling market

GAMBLING REVENUE



Source: PricewaterhouseCoopers

REVENUE GROWTH



another \$70 million for the “Manila Eye,” a massive Ferris Wheel.

But Okada's plans for a “six-star” resort were immediately tested by a litany of problems on the ground in Manila. Engineers discovered 10 hectares (24 acres) of its site was reserved for road use and held by another developer, making building impossible.

It had been overlooked in the original purchase. “We didn't realize at the time that we had the road problem,” a memo from June 2009 said. “Our land was crisscrossed by these roads like wormholes.”

Universal's Manila staff worried there was no easy fix. After months of delays, Universal called in Genuino to negotiate a land swap between Universal, the local city of Paranaque and developer Asiaworld Properties Philippine Corporation.

“The right answer is to ask PAGCOR Chairman (Genuino) to be our public face in this matter,” the memo said.

Over the summer, Universal pushed for more frequent contact with Genuino. It set

up a video conferencing facility so the two sides could talk more regularly. Universal also sought to make Genuino the conduit for passing on key documents to Arroyo's presidential office, company documents show.

Around that time, Universal was also looking to break with Philippine law firm SyCip Salazar Hernandez and Gatmaitan, which it felt was charging too much and moving too slowly, according to company memos. As it prepared to ditch SyCip, Universal rebuilt its strategy around Soriano in what was described in an internal memo as a “shift to Boysie”.

In a statement, SyCip partner Imelda Manguiat, who handled the Universal account, said all transactions the law firm worked on were legitimate and lawful. She declined to comment further.

Shifting to Soriano meant reworking a structure that allowed it to circumvent the requirement that the landholding company behind the casino be at least 60 percent owned by Filipinos.

Records reviewed by Reuters show Universal had bankrolled the original investment meant to satisfy that foreign ownership requirement. This was done by depositing \$4.4 million in a Banco De Oro account in 2008. That money secured a loan to a firm called Lex Development Corp, a shell company established by SyCip. Lex used the money to make its investment in the project. Universal covered interest on the loan, records show.

The holding was transferred in 2009 to Platinum Gaming and Entertainment, a Soriano-affiliated firm, records show.

OKADA IN CHARGE

Okada remained in charge of key decisions involving Universal and the Manila project, current and former employees said.



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On some mornings, employees would wait more than an hour to speak to him. Any expense over \$36,000 had to be approved by the strategy board for the Manila project, records show.

Sometimes Okada's hands-on style grated on his people. In one December 2009 meeting, Okada and Toshihiko Nishigaki, a hotel industry veteran brought in to oversee the Manila project, got into a heated discussion about responsibility for the project, according to three people in the room. Nishigaki asked Okada to step into the corridor and a shouting match ensued.

Within weeks, Nishigaki was gone. His departure was the start of a transition that put greater focus on a quicker return from a downsized project. Plans for the Ferris Wheel and other attractions that had promised to turn the casino into a tourist magnet were dropped or scaled back, people involved said.

Nishigaki did not respond to a letter seeking comment.

In November 2009, Okada hosted a PAGCOR delegation, including Soriano, in Las Vegas to watch Philippine national hero Manny Pacquiao win a welterweight championship fight. Universal picked up the tab for Soriano and the PAGCOR delegation at Wynn Las Vegas at a cost of \$14,412, records show.

Then in January 2010, Okada led a delegation of Universal executives from Tokyo to the wedding of Genuino's son, Anthony, at the Sofitel hotel in Manila. Okada sat at the same table as former Philippines First Lady Imelda Marcos. Executives who accompanied Okada said the intent was to show his support for Genuino and his politically ambitious family.

PAGCOR filed corruption complaints against Efraim Genuino and other former PAGCOR officials in 2011 alleging they diverted funds to help favoured candidates for public office, including Genuino's children.

In part, Genuino is accused of diverting rice Okada had donated to help typhoon

“Get clarity on how long it will take to solve these problems on the spot and extract a promise

Note to Okada ahead of his meeting with former Philippine President Gloria Arroyo



FRIEND TO FOE: Las Vegas casino magnate Steve Wynn (L) and Japan's Kazuo Okada were once friends and business partners. Now they are suing each other. **REUTERS/STAFF FILES**

victims in 2008 to support the candidacy of his sons, two years later. The rice was delivered to potential voters in bags with pictures of Anthony and Erwin, according to the charges.

Anthony was elected mayor of the city of Los Banos, while Erwin ran unsuccessfully in the May 2010 elections.

The Department of Justice recently said it would not pursue charges against Anthony and Erwin due to a lack of evidence. Neither of the sons could be reached for comment.

The \$40 million in payments from Universal began moving to Soriano on January 14, 2010 with an initial instalment of \$10 million transferred to the bank account of Subic Leisure and Management, a Soriano-controlled company registered in the British Virgin Islands. Another \$15 million was transferred to Subic Leisure on March 3, 2010, internal records show.

Then in late April and early May 2010 Universal recycled another \$10 million payment through the same Subic Leisure route. Records show Universal brought the money back to its own accounts in a move aimed at covering a loan to a company

called AZ Games International Corp that had gone sour, according to company records and people involved in the transaction. AZ Games was registered in the British Virgin Islands and operated with little oversight as a result. It had been dissolved months before, records show.

The final \$5 million was paid to a Hong Kong shell company named People's Technology Holding Ltd, of which Soriano was the sole shareholder. It was paid four days after Soriano met Okada and other Universal executives at a Chinese restaurant in central Tokyo to press for the transfer, people with knowledge of the meeting said.

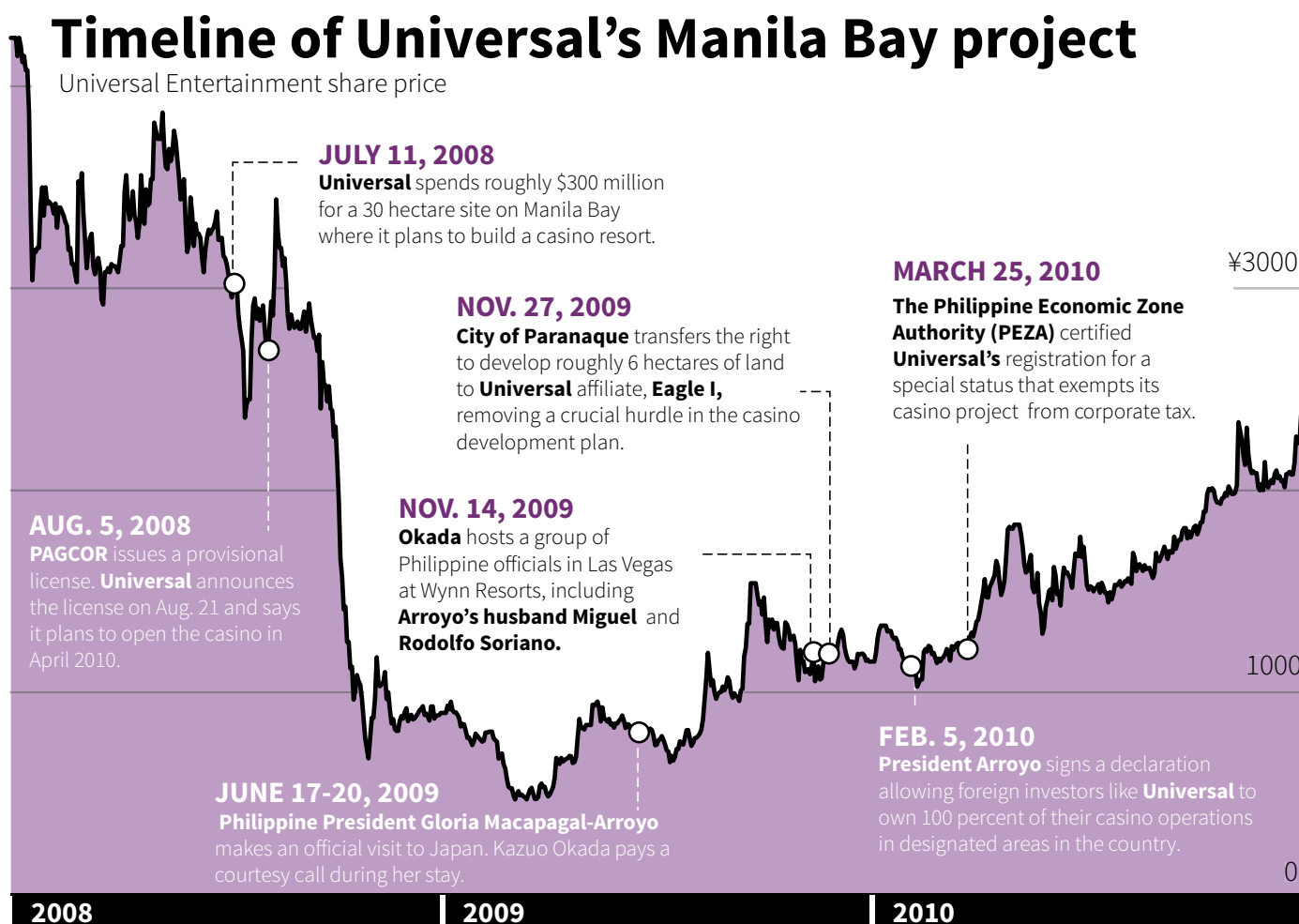
Universal has filed two lawsuits against three former employees claiming the final \$5 million and the \$10 million that came back to Universal were not authorized. In rebuttals to the Universal lawsuits, two former executives – Mitsuo Hida and Takafumi Nakano – said they had been following orders in making the payments. Nakano said he was considering becoming a whistleblower under Japan's anti-bribery law.

IN COMES AQUINO

At the end of June 2010, Genuino stepped down after a controversy erupted over his “midnight” reappointment by Arroyo. The election of President Benigno Aquino the month before posed potential complications for Universal.

Okada went to Manila to meet the new PAGCOR chief, Christino Naguiat, in August 2010. A month later, he hosted Naguiat at the Wynn Macau casino and covered \$50,523 of expenses during a four-day stay. Universal does not contest it covered hotel rooms and other costs for government officials but maintains no laws were broken. Naguiat has said there was nothing inappropriate about his stay.

A memo from Okada's August 2010 visit to Manila notes he was “trying to keep a good relationship with and feel comfortable with the new government.” But it also



contained harsh words for his Manila-based staff.

"I think you should have made a prediction what would happen due to change of government and should have made necessary preparations," Okada was quoted as saying.

Okada's ambition to build casinos around Asia hinges in part on how the investigation of the Manila payments is resolved. The payments to Soriano are the subject of a Philippine Department of Justice investigation and two separate congressional hearings in the Philippines.

The Nevada Gaming Control Board said last month its investigation was progressing. Possible sanctions include a

suspension of Universal's gaming license.

Earlier this month, Universal signed a deal giving Philippine property firm Robinsons Land Corp a minority stake in its casino operating company and a majority stake in its Manila landholding company.

The Manila project - now known as Manila Bay Resorts after initially being dubbed "Okada Resort Manila Bay" - is scheduled to open in 2014, four years behind initial projections.

Additional reporting by Farah Master in Hong Kong, Manuel Mogato and Rosemarie Francisco in Manila, and Sue Zeidler in Los Angeles; Editing by Bill Tarrant and Michael Williams

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17 **DISTRICT COURT**

18 **CLARK COUNTY, NEVADA**

19 WYNN RESORTS, LIMITED, a Nevada
20 Corporation,

21 Plaintiff,

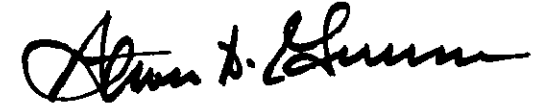
22 vs.

23 KAZUO OKADA, an individual, ARUZE
USA, INC., a Nevada corporation, and
24 UNIVERSAL ENTERTAINMENT CORP.,
a Japanese corporation,

25 Defendants.

26 **AND ALL RELATED CLAIMS**
27
28

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CLERK OF THE COURT

Case No.: A-12-656710-B

Dept. No.: XI

SECOND AMENDED COMPLAINT

**(Request for Business Court Assignment
Pursuant to EDCR 1.61(a))**

**(Exempt from Arbitration – Declaratory
Relief Requested)**

1 Plaintiff Wynn Resorts, Limited ("Wynn Resorts" or "the Company"), by and through its
2 undersigned counsel, hereby files the above-captioned Second Amended Complaint:

3 **NATURE OF THE ACTION**

4 This is an action for breach of fiduciary duty and related offenses committed against
5 Wynn Resorts by one of its former directors, Kazuo Okada, and his affiliates. Beginning in 2010,
6 Wynn Resorts began to uncover evidence that Mr. Okada, his companies, and their associates
7 were engaged in unethical, unlawful, and potentially criminal activities in the Philippines in
8 connection with the development of a casino resort in that country. The evidence raised
9 substantial questions as to Mr. Okada's probity and his suitability to be associated with a
10 corporation in the casino gaming industry. Because of this, Mr. Okada's business activities in the
11 Philippines posed an ongoing and potentially significant risk for Wynn Resorts' existing and
12 potential future gaming licenses.

13 When confronted with the mounting evidence of his wrongdoing, however, Mr. Okada
14 was evasive, and tried to conceal his misconduct from Wynn Resorts and its Board — a clear
15 breach of Mr. Okada's duty to make a full and fair disclosure to the Company of all facts that
16 materially affect its rights and interests. Mr. Okada also consistently refused to take steps to
17 address Wynn Resorts' concerns, either by shutting down his Philippine project or by severing his
18 ties with Wynn Resorts. By engaging in the wrongful conduct alleged herein while associated
19 with Wynn Resorts, failing to make full and fair disclosure to the Company and his fellow
20 directors about the factual circumstances surrounding his business activities in the Philippines,
21 and refusing to act to protect the Company's rights and interests when called upon to do so,
22 Mr. Okada breached his fiduciary duties to Wynn Resorts.

23 In view of Mr. Okada's inaction and his and his counsel's refusal to cooperate with the
24 Company's investigations or provide any explanation for the troubling evidence that had been
25 presented to them by the Company and its attorneys, in the fall of 2011, the Compliance
26 Committee of Wynn Resorts retained former Director of the Federal Bureau of Investigation,
27 Louis J. Freeh, to conduct a comprehensive investigation of Mr. Okada's business activities in the
28 Philippines and their potential impact on Wynn Resorts' interests. As discussed in his written

1 report to the Board (attached as Exhibit 1), Mr. Freeh uncovered substantial evidence of gross
2 improprieties by Mr. Okada and his agents, including evidence that Mr. Okada had made a series
3 of payments to the Philippine gaming regulators with direct responsibility for overseeing
4 Mr. Okada's development project. Based on these findings, and upon the advice of two
5 independent gaming experts, the Board exercised its authority under the Wynn Resorts Articles of
6 Incorporation to declare Mr. Okada and his affiliates unsuitable and to redeem the Wynn Resorts
7 stock held by a company that Mr. Okada controlled. In addition to seeking damages for
8 Mr. Okada's breaches of fiduciary duty, Wynn Resorts seeks a declaration from this Court that
9 the Board's actions in this regard were lawful in all respects.

10 PARTIES AND RELEVANT PERSONS/ENTITIES

11 1. Plaintiff Wynn Resorts is and was at all times relevant hereto a corporation
12 organized and existing under the laws of the State of Nevada, with its principal place of business
13 in the State of Nevada. Wynn Resorts is publicly traded on NASDAQ.

14 2. Wynn Resorts is a world class developer of destination resort casinos.
15 Wynn Resorts owns resort casinos through its wholly owned subsidiary Wynn Las Vegas, LLC
16 ("Wynn Las Vegas") and through its majority owned subsidiary Wynn Macau, Limited
17 ("Wynn Macau").

18 3. Wynn Las Vegas operates the Wynn Las Vegas and Encore resort casinos in
19 Las Vegas, Nevada.

20 4. Wynn Macau is a Cayman Islands company that is publicly traded on the
21 Hong Kong Stock Exchange. Wynn Macau operates the Wynn Macau and Encore at
22 Wynn Macau resort casinos in Macau through its wholly owned subsidiary, Wynn Resorts
23 (Macau), S.A., a company organized and existing under the laws of Macau Special
24 Administrative Region of the People's Republic of China.

25 5. Defendant Mr. Okada is and was at all times relevant hereto a citizen of Japan and
26 a member of the Board of Directors of Wynn Resorts. During the relevant period, Mr. Okada
27 served multiple roles with Wynn Resorts and its affiliated companies. In addition to serving as a
28 Wynn Resorts director, until February 24, 2012, Mr. Okada was a member of the Board of

1 Directors of Wynn Macau, and, until February 18, 2012, he controlled a shareholder that owned
2 approximately 19.66% of Wynn Resorts. Moreover, between October 2002 and November 2011,
3 Mr. Okada served as Vice Chairman of Wynn Resorts. On February 21, 2013, Mr. Okada
4 resigned as a director of Wynn Resorts, one day before a scheduled special meeting of
5 Wynn Resorts' stockholders that had been called to consider and vote on a proposal to remove
6 Mr. Okada from the Board. The special meeting was held as scheduled, and the removal proposal
7 was approved by 99.6% of the shares voted at the special meeting.

8 6. Defendant Aruze USA, Inc. ("Aruze USA") is and was at all times relevant hereto
9 a corporation organized and existing under the laws of the State of Nevada and a wholly owned
10 subsidiary of defendant Universal Entertainment Corporation ("Universal"). Until February 18,
11 2012, Aruze USA was a 19.66% shareholder in Wynn Resorts. Mr. Okada serves as Director,
12 President, Secretary, and Treasurer of Aruze USA.

13 7. Defendant Universal (formerly Aruze Corporation) is a public corporation
14 organized under the laws of Japan. Universal manufactures and sells pachislot and pachinko
15 machines and other similar gaming equipment. Universal does business in the State of Nevada,
16 has been issued a manufacturer's license by the Nevada Gaming Commission, and was deemed
17 suitable by the Nevada Gaming Commission as a 100% shareholder of Aruze USA. Mr. Okada
18 serves as Director and Chairman of the Board of Universal, and, together with his family
19 members, is a 67.9% shareholder of Universal.

20 8. In February 2012, the Wynn Resorts Board of Directors consisted of twelve
21 members: Chairman Stephen A. Wynn, Linda Chen, Russell Goldsmith, Dr. Ray R. Irani, former
22 Nevada Governor Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin V. Shoemaker,
23 D. Boone Wayson, Elaine P. Wynn, Allan Zeman, and Mr. Okada.

24 9. Wynn Resorts' Gaming Compliance Committee (the "Compliance Committee") is
25 an internal committee chaired by Governor Miller and consisting of two additional members:
26 Mr. Schorr (director and Chief Operating Officer of Wynn Resorts) and John Strzemp (Executive
27 Vice President and Chief Administrative Officer of Wynn Resorts). The Compliance Committee
28

1 is charged with assuring Wynn Resorts' compliance with all laws and regulations, including, in
2 particular, applicable gaming laws, regulations, and policies.

3 10. The Honorable Louis J. Freeh, Esq. is a former director of the Federal Bureau of
4 Investigation, having led that agency with distinction from 1993 to 2001. Prior to serving as FBI
5 Director, Mr. Freeh was a United States District Court Judge. In February 2012, Mr. Freeh was a
6 partner in Freeh Sporkin & Sullivan, LLP — a law firm he founded with two other former federal
7 judges — which specialized in domestic and foreign corporate investigations and compliance.
8 Today, Mr. Freeh is a partner and the chairman of the Executive Committee of Pepper
9 Hamilton LLP.

10 JURISDICTION

11 11. Defendants Mr. Okada, Universal, and Aruze USA have each individually and in
12 concert with one another caused the acts and events herein within the State of Nevada, and all are
13 subject to the jurisdiction of this Court. Venue is also proper in this Court.

14 12. This matter is properly designated as a business court matter and assigned to the
15 Business Docket under EDCR 1.61(a), as the claims alleged herein arise from business torts.

16 GENERAL ALLEGATIONS

17 13. A Nevada gaming license is a privilege. Nevada law imposes comprehensive
18 regulatory requirements upon gaming licensees, including the requirement that persons and
19 entities associated with the licensee possess the necessary character, qualifications, and integrity
20 to be suitable to hold that privilege so as not to threaten the public interest or the integrity of the
21 regulation and control of gaming.

22 14. Under the applicable gaming laws and regulations, Wynn Resorts has an obligation
23 to police itself and to take independent and proactive measures with respect to compliance issues
24 before it becomes necessary for gaming regulators to take action. Consistent with this regulatory
25 framework, Wynn Resorts has adopted a compliance program that requires the Compliance
26 Committee to, among other things, investigate senior officers, directors, and key employees to
27 protect Wynn Resorts from becoming associated from any unsuitable persons. The compliance
28

1 program further requires Wynn Resorts to self-report to Nevada gaming regulators with respect to
2 any significant compliance-related issues that may arise.

3 15. As a director of Wynn Resorts (and formerly, through Aruze USA, one of its
4 largest shareholders), Mr. Okada's conduct and reputation for probity had a direct impact on the
5 ability of Wynn Resorts to maintain its Nevada gaming license and to seek additional licenses in
6 the future. Accordingly, pursuant to Nevada law and its own compliance program, Wynn Resorts
7 was obliged to monitor Mr. Okada's business activities to ensure that his association with
8 Wynn Resorts did not create any regulatory concern.

9 *Okada Announces Plan to Enter Philippine Market*

10 16. In or about 2008, Wynn Resorts learned that Mr. Okada, through one or more
11 companies he controlled, had publicly stated his intention to develop a casino resort in the
12 Philippines. Wynn Resorts was not and has never been an investor or participant in Mr. Okada's
13 development project in the Philippines.

14 17. For a number of reasons, it was highly uncertain whether Mr. Okada's planned
15 casino resort in the Philippines would ever come to fruition. The scale of the proposed
16 development was larger than any comparable project in existence in the Philippines at the time,
17 and Mr. Okada and the companies he controlled had never developed anything on such a scale
18 previously. Numerous approvals and licenses from the Philippine government would also be
19 needed before any project could get off the ground, let alone become operational.

20 18. In 2008, the Philippines Amusement and Gaming Corporation ("PAGCOR")
21 awarded four provisional gaming licenses, without public bidding, in connection with a
22 development project in the Manila Bay area referred to as Entertainment City. PAGCOR is a
23 100% government-owned and -controlled corporation that operates under the direct supervision of
24 the Office of the President of the Philippines and is charged with licensing and regulating casino
25 gaming in the Philippines. One of the provisional licenses that PAGCOR awarded went to a
26 newly-formed entity that is 99% owned by Aruze USA, known as Tiger Resort, Leisure and
27 Entertainment Inc.
28

1 19. Apart from obtaining a provisional license, however, between 2008 and early
2 2010, Mr. Okada and his companies made very little apparent progress with respect to the
3 proposed development in the Philippines. Indeed, on various occasions during that period,
4 Mr. Okada made statements to Mr. Wynn and others at Wynn Resorts expressing doubt that he
5 would ever actually develop a casino resort in the Philippines, stating that he had reconsidered.

6 20. In this period of time, Wynn Resorts did not know what activities Mr. Okada was
7 engaged in to promote his Philippine project. As of early 2010, Wynn Resorts had no reason to
8 suspect that Mr. Okada and his associates would engage in unethical or unlawful conduct, or that
9 Mr. Okada's project in the Philippines would damage Wynn Resorts or pose a threat to
10 Wynn Resorts' gaming licenses. Indeed, Mr. Okada had every reason to conceal his activities,
11 both because he could be harmed by its exposure, and because Mr. Okada made periodic attempts
12 in that time period to persuade Wynn Resorts and/or Mr. Wynn to have some degree of
13 involvement with his Philippine project.

14 *Wynn Resorts Begins to Have Concerns*

15 21. Beginning in 2010, a number of events occurred to change Wynn Resorts'
16 perception of Mr. Okada and his Philippine project. In June 2010, as Mr. Wynn was planning to
17 return from a visit to Macau, Mr. Okada prevailed on Mr. Wynn to make an unscheduled stopover
18 in Manila in the course of his trip back to the United States. Mr. Wynn had no interest in
19 involving Wynn Resorts in Mr. Okada's project in the Philippines and agreed to the visit as a
20 courtesy to Mr. Okada. Mr. Okada abused Mr. Wynn's courtesy, however, and went to great
21 lengths to try to associate Wynn Resorts and Mr. Wynn with his Philippine project.

22 22. Unbeknownst to Mr. Wynn, Mr. Okada had arranged for a public event at his
23 Manila Bay development site that was to be attended by various Philippine government officials.
24 Mr. Okada conspicuously publicized Mr. Wynn's attendance at the event by erecting a large sign
25 that read, "Welcome to the Philippines Chairman Steve Wynn," and bore the trademarked
26 corporate logo of Wynn Resorts. Mr. Wynn immediately recognized that Mr. Okada had brought
27 him to the Philippines under misleading pretenses, and that he had orchestrated the event to send
28

1 the false message to the Philippine government that Wynn Resorts' good reputation and standing
2 in the casino resort industry backed Mr. Okada's development project.

3 23. Following Mr. Wynn's stopover in Manila, and in light of concerns that Mr. Okada
4 was trading on Wynn Resorts' reputation and creating the false impression that Wynn Resorts had
5 a role in his Philippine project, management determined to conduct an investigation regarding the
6 general business environment in the Philippines as part of the Company's general compliance
7 program. Management produced a written report and presented it to the Board (including
8 Mr. Okada) in July 2010.

9 24. Based on reports from sources in the U.S. government and local authorities in the
10 Philippines, as well as international organizations and media, the report concluded that corruption
11 posed a major problem in the Philippines and that Philippine anti-corruption efforts were
12 ineffective. Management's report cited a "Global Corruption Barometer" study that listed the
13 Philippines in the top quintile of "Countries most affected by bribery."

14 25. At this same July 2010 meeting of the Wynn Resorts Board, the other directors
15 asked Mr. Okada to state his intentions with respect to his casino resort development in the
16 Philippines. Mr. Okada was evasive, however, and failed to alleviate the Board's concerns. By
17 refusing to make full disclosure to the Board about his business activities in the Philippines and
18 the factual circumstances surrounding those activities, Mr. Okada was able to conceal his
19 wrongful conduct from the Company and his fellow directors.

20 26. Although Wynn Resorts did not appreciate the situation at the time — due to
21 Mr. Okada's lack of candor — 2010 was a critical period for Mr. Okada's project in the
22 Philippines. Effective June 30, 2010, Benigno S. Aquino III assumed office as President of the
23 Republic of the Philippines, succeeding Gloria M. Arroyo. Soon thereafter, President Aquino
24 appointed Cristino L. Naguiat, Jr. to replace Efraim C. Genuino as the Chairman of PAGCOR.

25 27. In July 2010, reports surfaced in the Philippine press that at the behest of the new
26 President, Mr. Naguiat was investigating certain "midnight deals" that had been approved by his
27 predecessor. Specifically, in his final weeks as Chairman, Mr. Genuino, with the support of
28 then-President Arroyo, had caused PAGCOR to award several gaming licenses and related

1 concessions on an abnormally expedited basis. Among the beneficiaries of these deals was
2 Mr. Okada, who received a special exemption allowing an Okada-controlled company to take title
3 to the land on which his casino resort was to be built. Without the exemption, Mr. Okada's
4 company would have been subject to Philippine law prohibiting foreign investors from owning
5 land. A decision by Mr. Naguiat to revoke the exemption, therefore, would have significantly
6 impaired Mr. Okada's project in the Philippines.

7 28. Despite direct inquiry by Wynn Resorts management, the Company was not made
8 aware of these events until 2011, when it began to receive certain third-party investigative reports
9 discussed below. Mr. Okada still has never made a full or fair disclosure to the Company despite
10 the material effects his activities in the Philippines have had on Wynn Resorts' rights and
11 interests.

12 *Wynn Resorts Receives Further Evidence of Mr. Okada's Misconduct*

13 29. By mid-2010, Wynn Resorts had no definitive proof of wrongdoing by Mr. Okada
14 or his associates. Mr. Okada's continued evasiveness, however, coupled with substantial
15 concerns about widespread corruption in the Philippines, caused Wynn Resorts to determine that
16 further inquiry was warranted.

17 30. Accordingly, in early 2011, Wynn Resorts retained a well-known investigative
18 organization, The Arkin Group LLC ("Arkin Group"), to further examine the risks associated
19 with doing business in the Philippines and to investigate Mr. Okada's activities in that country.
20 Arkin Group summarized its findings in a series of written reports that were provided to
21 Wynn Resorts in February 2011.

22 31. Based on its investigation, which included interviews of Philippine officials and
23 other industry and government contacts, Arkin Group concluded that official corruption in the
24 Philippines — particularly in the gaming industry — was "deeply ingrained" and that "official
25 corruption at some level accompanies most if not all major business deals and transactions in the
26 Philippines." In support of these conclusions, Arkin Group cited, among other sources, the 2010
27 Transparency International Corruption Percentage Index, which rated the Philippines at the lower
28 end of the index, 134th out of 178 countries surveyed. The Arkin Group observed that this rating

1 placed the Philippines "on par with Nigeria, Honduras, Azerbaijan and Bangladesh" in terms of
2 the pervasiveness of government corruption.

3 32. As for Mr. Okada's activities, Arkin Group found that Mr. Okada was "perceived
4 as touting his relationship with Wynn Resorts as a means to generate a positive reputation and
5 high profile" and "proving his and Aruze's credibility." The Arkin Group's reports also discussed
6 the land title exemption that Mr. Okada had obtained in the final days of the administrations of
7 PAGCOR Chairman Genuino and Philippine President Arroyo, and explained that such "midnight
8 deals" were at that time "receiving significant media attention and scrutiny" in the Philippines.

9 33. The Wynn Resorts Board discussed the results of the Arkin Group's investigation
10 at a Board meeting held on February 24, 2011. Mr. Wynn advised the Board that Mr. Okada
11 (who was present for the meeting) had arranged for him to meet with Philippine President
12 Aquino. Based on the information the Board had received about endemic corruption in the
13 Philippines, the independent directors unanimously advised Wynn Resorts management that any
14 involvement in the Philippines was inadvisable and strongly recommended that the meeting with
15 President Aquino be cancelled. Management agreed with the Board's recommendation.
16 Mr. Okada, however, was embarrassed and angry about having to cancel the arrangements he had
17 made with President Aquino.

18 34. At the same Board meeting, in the course of an update from Wynn Resorts'
19 general counsel on the Foreign Corrupt Practices Act ("FCPA"), Mr. Okada stated that he
20 personally rejected Wynn Resorts' anti-bribery rules and regulations, as well as legal prohibitions
21 against making such payments to government officials. Mr. Okada also stated that paying bribes
22 to government officials was a common business practice in certain Asian countries, and that the
23 important thing was to channel such illegal payments through third parties. Given that such
24 conduct is prohibited by law in virtually every Asian country, as well as the United States, this
25 was a shocking statement for Mr. Okada to make.

26 35. Mr. Okada responded to the rift he had opened with the other Board members
27 through such comments by counter-attacking. At a Board meeting held on April 18, 2011,
28 Mr. Okada was the lone director to vote against a proposed charitable gift to the University of

1 Macau Development Foundation. At the time, Mr. Okada's stated concern related solely to the
2 length of the commitment, not its propriety. Mr. Okada has subsequently asserted, however, that
3 the charitable gift violated the FCPA, and he has sued Wynn Resorts in this Court seeking
4 documents and records related to the Board's decision to authorize the charitable gift. These
5 claims are baseless, and they are designed to divert attention from Mr. Okada's own misconduct
6 and breaches of fiduciary duty.

7 36. Mr. Okada's business activities in the Philippines were again discussed at a
8 Wynn Resorts Board meeting held on July 28, 2011. At that time, Mr. Okada confirmed to the
9 Board that notwithstanding his fellow directors' stated concerns, he was proceeding with his
10 Philippine project. Wynn Resorts' independent directors expressed great concern regarding
11 probity issues attendant to Mr. Okada's decision to do business in the Philippines and the possible
12 adverse effect that Mr. Okada's involvement in the Philippines would have on Wynn Resorts.
13 The Board was advised that the Compliance Committee had engaged a second independent
14 firm — Archfield Limited ("Archfield") — to further investigate these issues.

15 37. The Compliance Committee reviewed the results of Archfield's investigation at a
16 meeting held on September 27, 2011. The reports from Archfield deepened the Compliance
17 Committee's concerns about Mr. Okada's involvement in the Philippines.

18 38. As described therein, Archfield's investigation identified additional anomalies and
19 apparent improprieties related to Mr. Okada's business activities in the Philippines. Among other
20 things, Archfield reported that a gaming license had been granted to Mr. Okada's company
21 notwithstanding that Mr. Okada did not appear to have a Philippine business partner, as required
22 by Philippine law. In addition, Archfield cited reports that former Chairman Genuino, with the
23 support of former President Arroyo, had paved the way for Mr. Okada to obtain title to the land
24 on which his casino resort was to be located in a clear reversal of Philippine policy on foreign
25 investment.

26 39. Archfield also reported that former PAGCOR Chairman Genuino, the government
27 official who had authorized Mr. Okada's gaming license and who had direct regulatory authority
28 over Mr. Okada's project in the Philippines, had been removed from office and was under

1 investigation for potential misconduct. This was particularly troubling for the Compliance
2 Committee given the report from Archfield that former Chairman Genuino and former
3 President Arroyo were "strongly rumored to have profited from their relationship with Okada."

4 40. A few days later, at the direction of the Compliance Committee, Wynn Resorts
5 management met with Mr. Okada's attorneys, including Robert Faiss of the Lionel Sawyer firm,
6 to discuss Wynn Resorts' concerns relative to Mr. Okada's business activities in the Philippines
7 and the potential adverse effect of those activities on Wynn Resorts' privileged status as a gaming
8 licensee. At this meeting, the Wynn Resorts representatives made clear that Mr. Okada's alleged
9 activities in the Philippines posed substantial risks for Wynn Resorts and needed to be explained
10 post haste. Wynn Resorts' concerns were ill-received, and the meeting was not productive.
11 Mr. Okada's representatives refused to disclose the full factual circumstances surrounding his
12 business activities in the Philippines, much less provide an explanation for those activities that
13 might somehow address the Company's concerns.

14 41. Around this same time, Wynn Resorts was preparing to hold a training session for
15 its directors regarding the FCPA. The training session was scheduled for October 31, 2011, the
16 day before a scheduled in-person Board meeting, and Mr. Okada (through his assistant) had
17 previously sent an RSVP indicating that he would attend. Six days before the session, however,
18 Mr. Okada requested that the training materials be translated into Japanese (despite his previous,
19 long-term practice of translating all materials on his own) and that the date of the session be
20 moved (despite that it had been planned around his previous confirmation). Wynn Resorts
21 accommodated Mr. Okada's first request by obtaining a Japanese translation of the training
22 materials and arranging for professional translators to be available to assist Mr. Okada at the
23 session. Ultimately, however, although he was present at the Board meeting held the very next
24 day, Mr. Okada was the sole Board member who failed to attend the FCPA training session in
25 October 2011, with all other directors appearing in person or telephonically. Mr. Okada likewise
26 was the sole Board member to not attend a similar FCPA training session held in 2012.
27 Mr. Okada's refusal to attend these training sessions further demonstrates his disregard for his
28 obligations as a director of a company in a highly regulated gaming industry.

1 42. At this point, even if there was insufficient evidence in hand at that time to prove
2 misconduct by Mr. Okada in the Philippines, it was clear that Mr. Okada had set himself on a
3 course against the rest of the Board and was acting without regard for the best interests of
4 Wynn Resorts. Accordingly, in October 2011, management was authorized by the Board to
5 request Mr. Okada's resignation as a director. Mr. Okada refused.

6 43. On November 1, 2011, in light of Mr. Okada's failure to attend mandatory FCPA
7 compliance training, acknowledge the Company's internal compliance policies, or to address the
8 Company's serious concerns and inquiries about potentially dangerous and illegal activities in the
9 Philippines, the Board (apart from Mr. Okada) voted unanimously to remove Mr. Okada from his
10 Vice Chairmanship and to leave the office vacant.

11 44. The Board and management have reiterated their request that Mr. Okada resign his
12 directorship on various occasions between October 2011 and the present date. Mr. Okada has
13 consistently refused to do so. At a special meeting of the Wynn Resorts stockholders held on
14 February 22, 2013, 99.6% of the shares voted at the meeting were cast in favor of a proposal to
15 remove Mr. Okada from the Wynn Resorts Board.

16 ***Former FBI Director Freeh Investigates***

17 45. By late 2011, the Compliance Committee was sufficiently concerned to seek
18 further assistance in determining the propriety of Mr. Okada's activities in the Philippines.
19 Accordingly, on October 29, 2011, the Compliance Committee determined to retain Mr. Freeh
20 and his colleagues at Freeh Sporkin & Sullivan LLP to conduct a rigorous investigation.

21 46. Over a three-month period, Mr. Freeh and/or his colleagues made several trips to
22 the Philippines and Macau, reviewed thousands of pages of documents, emails, and public
23 records, and conducted dozens of interviews, including of every independent director on the
24 Wynn Resorts Board. By early 2012, Mr. Freeh and his team had uncovered detailed prima facie
25 evidence of serious wrongdoing by Mr. Okada and his associates.

26 47. On February 15, 2012, Mr. Freeh conducted a full-day, in-person interview of
27 Mr. Okada in Tokyo. Mr. Okada was accompanied by counsel, the former United States Attorney
28 for the Central District of California. Following the interview, Mr. Freeh advised Mr. Okada and

1 his counsel that he would be reporting his findings to the Wynn Resorts Board on February 18,
2 2012, and invited Mr. Okada to present Mr. Freeh with any exculpatory evidence that might be
3 available.

4 48. At the Board meeting, Mr. Freeh made a detailed presentation and provided the
5 directors with copies of his 47-page written report, outlining the following improprieties, among
6 others:

- 7 a. Since 2008, Okada and his associates have made multiple payments to and on
8 behalf of the Philippines' chief gaming regulators at PAGCOR, the government
9 officials who directly oversee and regulate Mr. Okada's licensing agreement to
10 operate in the Philippines.
- 11 b. For example, records reviewed by Mr. Freeh revealed 36 separate instances, from
12 May 2008 to through June 2011, where Mr. Okada or his associates/affiliates made
13 payments exceeding \$110,000 that directly benefitted senior PAGCOR officials.
14 This included payments to former PAGCOR Chairman Genuino, current
15 PAGCOR Naguiat, and their family, friends, and associates.
- 16 c. On one particular occasion in September 2010, Mr. Okada arranged for newly
17 appointed PAGCOR Chairman Naguiat, his wife, his three children, their nanny,
18 and other senior PAGCOR officials (one of whom also brought his family) to stay
19 at Wynn Macau. Mr. Okada and his associates refused to provide Wynn Macau
20 management with the name of Chairman Naguiat and tried to conceal his identity.
21 At Mr. Okada's associates' request and Mr. Okada's direction, Chairman Naguiat
22 and his entourage were provided with the most expensive accommodation, food,
23 and star treatment. In addition, Mr. Okada's associates asked that each guest be
24 provided a \$5,000 advance, in cash, during their stay. Following the stay,
25 Mr. Okada's associates requested that Wynn Macau reduce the excessive charges
26 because they feared an investigation and did not want Mr. Okada or his companies
27 to get in trouble. Wynn Macau refused.
- 28

- 1 d. There is substantial evidence that Mr. Okada, his associates, and companies may
2 have arranged and manipulated ownership and management of legal entities in the
3 Philippines under his control, in a manner that may have enabled the evasion of
4 Philippine constitutional and statutory requirements.
- 5 e. Moreover, close associates and consultants of the former PAGCOR administration
6 attained positions as corporate officers, directors, and/or nominal shareholders of
7 entities controlled by Mr. Okada and, in some cases, served as links between
8 Mr. Okada and the former PAGCOR Chairman.
- 9 f. Mr. Okada has stated his personal rejection of Wynn Resorts' anti-bribery policies
10 and applicable anti-bribery laws to his fellow Wynn Resorts directors. Despite
11 being advised by members of the Wynn Resorts Board and the Company's counsel
12 that making payments and providing gifts to foreign government officials is strictly
13 prohibited, Mr. Okada has expressed a willingness to engage in such conduct when
14 doing business in Asia.
- 15 g. The nature of Mr. Okada's gaming license in the Philippines requires continued
16 oversight by PAGCOR officials. Mr. Okada thus has a strong and continuing
17 motive to maintain favorable relations with the Chairman and other senior officials
18 of PAGCOR.

19 49. Despite being invited to present exonerating evidence regarding these matters,
20 Mr. Okada provided no such evidence at his interview with Mr. Freeh in Tokyo or subsequently.
21 Moreover, Mr. Freeh concluded and advised the Board that Mr. Okada lacked credibility in the
22 statements he did make concerning his conduct.

23 *The Wynn Resorts Board Redeems Aruze USA's Shares*

24 50. The conduct detailed in Mr. Freeh's report is conduct of a type that, when engaged
25 in by a person affiliated with a licensed entity, puts the entity's existing and prospective gaming
26 licenses at risk. The Board was so advised by two independent experts on Nevada gaming law.

27
28

1 51. Thus, following Mr. Freeh's presentation, the Wynn Resorts Board deliberated at
2 length and unanimously (except for Mr. Okada) adopted resolutions finding Mr. Okada,
3 Universal, and Aruze USA to each be an "Unsuitable Person" under Wynn Resorts' Second
4 Amended and Restated Articles of Incorporation (the "Articles of Incorporation" or "Articles").

5 52. An "Unsuitable Person" is defined in Article VII of the Articles as any "Person
6 who . . . in the sole discretion of the board of directors of the Corporation, is deemed likely to
7 jeopardize the Corporation's or any Affiliated Company's application for, receipt of approval for,
8 right to the use of, or entitlement to, any Gaming License."

9 53. Having found Mr. Okada, Universal, and Aruze USA unsuitable under the
10 Articles, the Board had an affirmative obligation under the applicable gaming laws and
11 regulations to take action to protect the gaming licenses and approvals of Wynn Resorts and its
12 affiliates. The specific course of action that was available to the Board is set forth in Article VII
13 of the Articles, which provides that following a determination of unsuitability, "[t]he Securities
14 Owned or Controlled by an Unsuitable Person or an Affiliate of an Unsuitable Person shall be
15 subject to redemption by the Corporation, out of funds legally available therefor, by action of the
16 board of directors, to the extent . . . deemed necessary or advisable by the board of directors. . . ."

17 54. On the basis of these express provisions in the Articles, on February 18, 2012,
18 following Mr. Freeh's presentation and the Board's finding of unsuitability with respect to
19 Mr. Okada, Universal, and Aruze USA, the Board voted to redeem and cancel all of Aruze USA's
20 shares of Wynn Resorts stock. In exchange, as expressly permitted by the Articles, the Board
21 unanimously (except for Mr. Okada) determined to issue to Aruze USA a promissory note with a
22 face value of approximately \$1.936 billion and paying interest at 2% per year as provided for in
23 the Articles.

24 ***Further Evidence of Mr. Okada's Wrongdoing Comes to Light Post-Redemption***

25 55. Following the Board's unsuitability finding and redemption of Aruze USA's
26 shares, further evidence has reportedly come to light revealing the true extent of Mr. Okada's
27 breach of fiduciary duty and lack of disclosure regarding his activities in the Philippines. It has
28 been widely reported in the press that Mr. Okada and his companies are the subject of multiple

1 pending investigations relating to the development of Mr. Okada's project in the Philippines. The
2 FBI, the Nevada Gaming Control Board, and the Philippine Department of Justice, among many
3 other organizations, are reportedly gathering additional evidence that Mr. Okada's companies
4 paid bribes to Philippine gaming regulators at PAGCOR and their associates to facilitate the
5 development of Mr. Okada's casino resort in Manila Bay.

6 56. At the center of the new evidence that has reportedly come to light is Rodolfo
7 Soriano, a former consultant to PAGCOR and a close business associate of former PAGCOR
8 Chairman Genuino. Mr. Freeh's report to the Wynn Resorts Board in February 2012 described
9 Mr. Soriano as a "bag man" for Mr. Genuino. Mr. Soriano is often referred to by his nickname,
10 "Boysie."

11 57. The evidence reportedly uncovered in the ongoing investigations shows that, in or
12 about 2009, Mr. Okada and his companies made a strategic "shift to Boysie" to jumpstart the
13 lagging progress at their Philippine development site. This shift in strategy, it has been reported,
14 involved Okada-controlled companies paying up to \$40 million in bribes to companies controlled
15 by Mr. Soriano in order to secure benefits from PAGCOR and the Arroyo administration that
16 were essential to the viability and profitability of Mr. Okada's project in the Philippines. Of
17 course, the factual circumstances of these transactions were never disclosed to the Wynn Resorts
18 Board despite their unquestionable material effect on the Company's rights and interests.

19 58. News reports indicate that on January 14, 2010, Mr. Okada's company transferred
20 \$10 million to Subic Leisure and Management ("Subic Leisure"), a Soriano-controlled company
21 registered in the British Virgin Islands. Mr. Okada's company transferred an additional
22 \$15 million to Subic Leisure on March 3, 2010, and a further \$10 million to Subic Leisure in or
23 about early May 2010. And, it has been reported that Mr. Okada's company transferred
24 \$5 million to a Hong Kong shell company named People's Technology Holding Ltd., of which
25 Mr. Soriano was the sole shareholder.

26 59. The *Asahi Shimbun*, one of the largest national newspapers in Japan, has reported
27 that these money transfers were reported to senior management at Universal and were approved
28 by its board of directors. According to these *Asahi Shimbun* reports, the money transfers were

1 discussed at a Universal board meeting and expressly approved in a board resolution that
2 Mr. Okada himself signed as the Chairman of Universal. Again, the factual circumstances of
3 these transactions were never disclosed to the Wynn Resorts Board despite their unquestionable
4 material effect on the Company's rights and interests.

5 60. Other news reports indicate that in exchange for these illicit payments, between
6 late 2009 and early 2010, Mr. Okada's companies won concessions on three critical issues related
7 to the Philippine project. In November 2009, PAGCOR, through its then-Chairman Genuino,
8 brokered a land swap that Mr. Okada's company needed to move ahead with construction of its
9 casino resort. Then, in or about February 2010, then-Philippine President Arroyo signed a
10 presidential order that permitted foreign investors such as Mr. Okada to have 100-percent
11 ownership of casinos. Finally, around the same time, the Philippine government approved an
12 application for corporate tax relief by Mr. Okada's company.

13 61. This additional evidence that has reportedly come to light in the ongoing
14 government investigations is entirely consistent with and supplements the findings contained in
15 Mr. Freeh's report to the Wynn Resorts Board, as detailed above. This additional evidence is
16 consistent with Mr. Okada's statements to the Wynn Resorts Board in February 2011, discussed
17 above, regarding Mr. Okada's perspective on anti-corruption laws and regulations and his
18 willingness to pay bribes through intermediaries while doing business in certain Asian countries.
19 Because Mr. Okada engaged in this reported misconduct while he was associated with
20 Wynn Resorts, this additional information further demonstrates Mr. Okada's failure to provide
21 full and fair disclosure to the Board of the factual circumstances surrounding his and his affiliates'
22 business dealings in the Philippines, and further supports Wynn Resorts' claim for breach of
23 fiduciary duty.

24 **FIRST CAUSE OF ACTION**

25 **(Breach of Fiduciary Duty)**

26 **(Wynn Resorts against Mr. Okada)**

27 62. Wynn Resorts repeats and realleges the allegations set forth in Paragraphs 1
28 through 61 above as though fully set forth herein.

1 63. As a director of Wynn Resorts, at all relevant times Mr. Okada owed fiduciary
2 duties to Wynn Resorts under NRS 78.138 and the common law. Those duties included, without
3 limitation: (a) the duty not to engage in conduct that was likely to damage the corporate interests
4 of Wynn Resorts; (b) the duty to act in the best interests of Wynn Resorts, as opposed to
5 advancing his own personal interests; and (c) the duty to make full disclosure to Wynn Resorts
6 and his fellow directors about his business activities in the Philippines and to avoid concealment
7 of his wrongful conduct where the interests of Wynn Resorts were concerned.

8 64. As set forth herein, Mr. Okada violated his fiduciary duties in several material
9 ways during the period of 2008 to the date hereof. These violations of Mr. Okada's duties were
10 intentionally concealed by him, however, and were not discovered by Wynn Resorts until various
11 times after 2010, as set forth in more detail herein. Indeed, the details of Mr. Okada's wrongful
12 conduct are still coming to light today through the ongoing investigative efforts of government
13 and regulatory authorities worldwide.

14 65. Mr. Okada's breaches of fiduciary duty arise from his plan to have entities he
15 personally controls develop and operate a resort casino in the Philippines. Specifically, the
16 breaches occurred when, in furtherance of these plans, Mr. Okada engaged in conduct that was
17 unethical, unlawful, and apparently criminal.

18 66. By engaging in such conduct while he was a director of Wynn Resorts, and indeed
19 while he held the title of Vice Chairman of Wynn Resorts, Mr. Okada directly, knowingly, and
20 intentionally damaged the interests of Wynn Resorts. This is because Wynn Resorts must be
21 licensed as an entity in order to operate in the casino industry in Nevada, Macau, and in other
22 jurisdictions in which Wynn Resorts may seek to operate casino resorts in the future. Such
23 licensure, both existing and prospective, is put at grave risk by unethical, unlawful, and/or
24 criminal conduct by any persons who serve as directors of the regulated entity. By engaging in
25 conduct that could have resulted in risk to Wynn Resorts' existing and prospective licenses,
26 Mr. Okada struck at the heart of Wynn Resorts' corporate interests in clear violation of his duty to
27 protect and advance the interests of Wynn Resorts.

28

1 67. Mr. Okada further demonstrated his willingness to damage Wynn Resorts, and his
2 contempt for his fiduciary duties, by concealing his wrongful conduct from Wynn Resorts and by
3 refusing voluntarily to resign and sever his links with Wynn Resorts when requested to do so.
4 This conduct compounded Mr. Okada's other breaches of duty. In particular, despite requests to
5 do so at Board meetings and in conversations with senior executives of Wynn Resorts, Mr. Okada
6 refused to supply information about his activities in the Philippines and indeed refused to confirm
7 even that he had determined to proceed with his Philippine project. In addition, through his
8 counsel, Mr. Okada refused to cooperate with the Company's investigations regarding his
9 activities in the Philippines or to provide any explanation for the troubling evidence that was
10 brought to Mr. Okada and his counsel's attention by Wynn Resorts and its attorneys.

11 68. Rather than providing full and fair disclosure, Mr. Okada purposefully covered his
12 tracks to prevent Wynn Resorts from discovering the extent of his questionable conduct.
13 Mr. Okada knew that if he was forthcoming with the Company and his fellow directors, and did
14 not evade their questions about his business activities in the Philippines, Wynn Resorts would
15 undoubtedly take action to protect itself. Specifically, Mr. Okada did not wish for the
16 Wynn Resorts Board to use its power under Article VII of the Articles of Incorporation to redeem
17 the shares he owned through Aruze USA, nor did Mr. Okada wish for Wynn Resorts to
18 commence the process of removing him as a director by a two-thirds shareholder vote (the only
19 way in which Mr. Okada could be removed against his will under Nevada law). Mr. Okada's lack
20 of candor — when he owed the Company a duty of full and fair disclosure of the factual
21 circumstances surrounding his business dealings in the Philippines — amounted to an
22 independent breach of Mr. Okada's fiduciary duties.

23 69. In addition, Mr. Okada breached his fiduciary duties by refusing, in 2011 and
24 2012, to attend the training sessions that Wynn Resorts arranged for its directors to ensure that
25 they are familiar with Wynn Resorts' duties to be compliant with all applicable laws and
26 regulations, and to avoid corrupt conduct. By repeatedly evading such compliance education
27 without valid excuse, Mr. Okada not only made it more difficult for Wynn Resorts to demonstrate
28

1 the commitment of its Board to compliance, but he also further manifested his position that
2 anti-corruption laws are irrelevant and of no importance to Mr. Okada.

3 70. Mr. Okada's breaches of duty involved intentional misconduct and knowing
4 violations of law.

5 71. As a result of Mr. Okada's violations of his fiduciary duties, Wynn Resorts has
6 suffered harm. In particular, Mr. Okada's violations of duty, once suspected and/or discovered,
7 required Wynn Resorts: (a) to investigate his conduct, including to retain the services of three
8 investigative firms; and (b) to take action pursuant to Nevada law and to Wynn Resorts' Articles
9 to protect the corporation from Mr. Okada's breaches of duty. Wynn Resorts has been damaged
10 by having to incur and pay the costs associated with these efforts to limit and repair the threatened
11 damage to Wynn Resorts caused by Mr. Okada's course of conduct.

12 72. As direct and proximate result of Mr. Okada's acts and omissions, Wynn Resorts
13 has suffered and will continue to suffer direct, incidental, and consequential damages, in an
14 amount to be proven at trial, but in any event, in excess of \$10,000, plus prejudgment interest.

15 73. In committing the acts herein above alleged, Mr. Okada is guilty of oppression,
16 fraud, and malice toward Wynn Resorts. As such, Wynn Resorts is entitled to recover punitive
17 damages from Mr. Okada for, inter alia, the purpose of deterring him and others similarly situated
18 from engaging in like conduct.

19 74. As a result of the acts and omissions of Mr. Okada, Wynn Resorts has been
20 compelled to hire the services of an attorney for the protection of its interests.

21 **SECOND CAUSE OF ACTION**

22 **(Aiding and Abetting Breach of Fiduciary Duty)**

23 **(Wynn Resorts against Universal and Aruze USA)**

24 75. Wynn Resorts repeats and realleges the allegations set forth in Paragraph 1
25 through 74 above as though fully set forth herein.

26 76. As a director, Mr. Okada owed Wynn Resorts a fiduciary duty of loyalty which, as
27 alleged herein, he breached.

28

78. As a direct and proximate result of Universal's and Aruze USA's acts and omissions in aiding and abetting Mr. Okada's breaches of duty, Wynn Resorts has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event, in excess of \$10,000, plus prejudgment interest.

79. In committing the acts herein above alleged, Universal and Aruze USA are guilty of oppression, fraud, and malice toward Wynn Resorts. As such, Wynn Resorts is entitled to recover punitive damages from Universal and Aruze USA for, inter alia, the purpose of deterring them and others similarly situated from engaging in like conduct.

80. As a result of the acts and omissions of Universal and Aruze USA, Wynn Resorts has been compelled to hire the services of an attorney for the protection of its interests.

(Declaratory Relief – NRS Chapter 30)

(Wynn Resorts against Mr. Okada, Universal, and Aruze USA)

81. Wynn Resorts repeats and realleges the allegations set forth in paragraphs 1 through 80 above as though fully set forth herein.

82. To be deemed "suitable" under Nevada gaming law, the applicant must be: (a) a person of good character, honesty and integrity; (b) a person whose prior activities, criminal record, if any, reputation, habits and associations do not pose a threat to the public interest of the State of Nevada or to the effective regulation and control of gaming; and (c) must have adequate business probity, competence, and experience, in gaming or generally.

83. Section 3.090 of the Nevada Gaming Regulations provides that a license, registration, and suitability finding requires, among other things, a person of "good character, honesty, and integrity" and one "whose background, reputation and associations will not result in adverse publicity for the State of Nevada and its gaming industry"

1
2 84. Even after a suitability finding, Regulation 3.080 provides that "[t]he commission
3 may deny, revoke, suspend, limit condition or restrict any registration or finding of suitability or
4 application therefor upon the same grounds as it may take such action with respect to licenses,
5 licensees and licensing; without exclusion of any other grounds."

6 85. In recognition of the central importance of its gaming license to the affairs of the
7 corporation, the Articles of Incorporation afford the Wynn Resorts Board the "sole discretion" to
8 take certain action to protect the gaming licenses and approvals of Wynn Resorts and its affiliates.
9 Under the Articles, an "'Unsuitable Person' shall mean a Person who . . . in the sole discretion of
10 the board of directors of the Corporation, is deemed likely to jeopardize the Corporation's or any
11 Affiliated Company's application for, receipt of approval for, right to the use of, or entitlement to,
12 any Gaming License."

13 86. Following a determination of unsuitability, the Articles of Incorporation provide
14 that "[t]he Securities Owned or Controlled by an Unsuitable Person or an Affiliate of an
15 Unsuitable Person shall be subject to redemption by the Corporation, out of funds legally
16 available therefor, by action of the board of directors, to the extent . . . deemed necessary or
17 advisable by the board of directors. If . . . the board of directors deems it necessary or advisable,
18 to redeem any such Securities, the Corporation shall give a redemption Notice to the Unsuitable
19 Person or its Affiliate and shall purchase on the Redemption Date the number of shares of the
20 Securities specified in the Redemption Notice for the price set forth in the Redemption
21 Notice"

22 87. On February 18, 2012, after receiving Mr. Freeh's written report and considering
23 his presentation and the advice of expert gaming counsel, the Wynn Resorts Board of Directors
24 deliberated at length and thereafter adopted resolutions that: (a) determined that Mr. Okada,
25 Universal, and Aruze USA were likely to jeopardize Wynn Resorts' and its affiliated companies'
26 existing and prospective gaming licenses; (b) deemed Mr. Okada, Universal, and Aruze USA to
27 be "Unsuitable Persons" under the Articles of Incorporation; and (c) redeemed Aruze USA's
28

1 shares of Wynn Resorts common stock in exchange for an approximately \$1.936 billion
2 promissory note, in accordance with Article VII of the Articles of Incorporation.

3 88. Aware of the magnitude of his improprieties and what the likely response of any
4 reasonable board of directors of a Nevada gaming company, Mr. Okada attempted, in advance of
5 the February 18, 2012 meeting of the Wynn Resorts Board, to set up a defense by disputing the
6 Board's authority to act upon Mr. Freeh's report.

7 89. In light of the foregoing, Wynn Resorts seeks a judicial declaration that it acted
8 lawfully and in compliance with its Articles, Bylaws, and other governing documents when it
9 made the determination set forth herein.

10 90. NRS 30.130 states that "all persons shall be made parties who have . . . any interest
11 which would be affected by the declaration." Each of Mr. Okada, Universal, and Aruze USA has
12 interests that will be affected by the declaration that Wynn Resorts seeks. Among other
13 examples, given the determination by the Wynn Resorts Board that Mr. Okada, Universal, and
14 Aruze USA are unsuitable persons, none may be shareholders in Wynn Resorts.

15 91. Accordingly, a justiciable controversy has arisen between the parties whose
16 interests are adverse, and the dispute is ripe for adjudication.

17 92. As a result of the acts and omissions of Defendants, Wynn Resorts has been
18 compelled to hire the services of an attorney for the protection of its interests.

19 WHEREFORE, Wynn Resorts prays for judgment as follows:

- 20 1. For compensatory and special damages, in excess of \$10,000, in an amount to be
21 determined at trial;
 - 22 2. For a declaration that Wynn Resorts acted lawfully and in full compliance with its
23 Articles of Incorporation, Bylaws, and other governing documents as set forth herein;
 - 24 3. For punitive damages;
 - 25 4. For an award of reasonable costs and attorneys' fees;
- 26
27
28

1 5. For prejudgment and post-judgment interest on the foregoing sums at the highest
2 rate permitted by law; and

3 6. For any additional relief this Court deems just and proper.

4 DATED this 20 day of April 2013.

5 PISANELLI BICE PLLC

6 By: 

7 James J. Pisanelli, Esq., Bar No. 4027
8 Todd L. Bice, Esq., Bar No. 4534
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11 Paul K. Rowe, Esq. (*pro hac vice admitted*)
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16 Robert L. Shapiro, Esq. (*pro hac vice admitted*)
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Los Angeles, California 90067

19 Attorneys for Wynn Resorts, Limited
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 2nd day of April, 2013, I caused to be e-mailed and electronically served through the Court's filing system true and correct copies of the foregoing PLAINTIFF WYNN RESORTS, LIMITED'S SECOND AMENDED COMPLAINT properly addressed to the following:

Samuel S. Lionel, Esq.
Paul R. Hejmanowski, Esq.
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Benjamin P. Smith, Esq.
Christopher J. Banks, Esq.
MORGAN LEWIS & BOCKIUS LLP
One Market, Spear Street Tower
San Francisco, CA 94105-1126


An employee of PISANELLI BICE PLLC,

From: Steve Peek
To: Debra Spinelli; Miller, Adam; Valerie Larsen; Bob Cassity; Bryce Kunimoto; Krakoff, David S.; Klubes, Benjamin B.; Reilly, Joseph J.
Subject: RE: Wynn/Okada -- Mr. Okada's consent re his personal data
Date: Wednesday, June 17, 2015 5:15:12 PM

Debbie:

As you are aware, WRL and WRM previously transferred documents related to Mr. Okada and other individuals out of Macau to Louis Freeh in connection with Mr. Freeh's investigation to support the purported (and improper) redemption of Aruze USA's stock. The Aruze Parties' position is that WRL and WRM, having used the transferred documents from Macau as a sword against Mr. Okada, may not now rely on the MPDPA as a shield to the production of unredacted documents that relate to the Aruze Parties' claims concerning the redemption. Therefore, and given the court's ruling on our Motion to Compel, Mr. Okada's consent is unnecessary because we expect you to produce documents from Macau in an unredacted form and we do not see any basis for WR and WRM to request Mr. Okada's consent.

Steve

From: Debra Spinelli [mailto:dls@pisanellibice.com]
Sent: Tuesday, June 16, 2015 11:03 AM
To: Miller, Adam; Valerie Larsen; Steve Peek; Bob Cassity; Bryce Kunimoto; Krakoff, David S.; Klubes, Benjamin B.; Reilly, Joseph J.
Subject: RE: Wynn/Okada -- Mr. Okada's consent re his personal data

Hi everyone --

I am writing to follow up on this request, and to confirm Mr. Okada's position on the consent. I appreciate a response by close of business today either way so that we may proceed with the timely review/production process of documents in Macau.

Thank you,
Debbie

From: Debra Spinelli
Sent: Wednesday, June 10, 2015 9:26 AM
To: 'Miller, Adam'; Valerie Larsen; Steve Peek; Bob Cassity; Bryce Kunimoto; Krakoff, David S.; Klubes, Benjamin B.; Reilly, Joseph J.
Subject: Wynn/Okada -- Mr. Okada's consent re his personal data

Counsel -

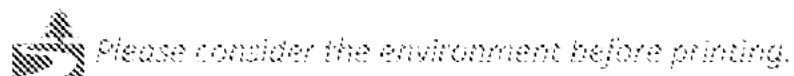
We are in the process of reviewing documents located only in Macau for potential disclosure/production in the Wynn/Okada action. Some of the documents may contain Mr. Okada's "personal data" thus, before disclosure/production in the Okada and related actions, we are seeking

Mr. Okada's consent. We request his written consent **by reviewing and signing the attached document and returning a scanned copy to me by Friday, June 12, 2015.** I know it is a short deadline, but we want to be sure to stay in track of the review and production process.

It is entirely within Mr. Okada's discretion to refuse to provide such consent. If you have any questions, feel free to contact me.

Thanks,
Debbie

Debra L. Spinelli
Pisanelli Bice PLLC
400 South 7th Street, Suite 300
Las Vegas, Nevada 89101
tel 702.214.2100
fax 702.214.2101



This transaction and any attachment is privileged and confidential. Any dissemination or copying of this communication is prohibited. If you are not the intended recipient, please notify us immediately by replying and delete the message. Thank you.

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15 Attorneys for Wynn Resorts, Limited, Linda Chen,
16 Russell Goldsmith, Ray R. Irani, Robert J. Miller,
John A. Moran, Marc D. Schorr, Alvin V. Shoemaker,
17 Kimmarie Sinatra, D. Boone Wayson, and Allan Zeman

18 **DISTRICT COURT**

19 **CLARK COUNTY, NEVADA**

20 WYNN RESORTS, LIMITED, a Nevada
Corporation,

21 Plaintiff,

22 vs.

23 KAZUO OKADA, an individual, ARUZE
USA, INC., a Nevada corporation, and
24 UNIVERSAL ENTERTAINMENT CORP.,
a Japanese corporation,

25 Defendants.

26
27 **AND ALL RELATED CLAIMS**
28

Case No.: A-12-656710-B

Dept. No.: XI

**THE WYNN PARTIES' EIGHTH
SUPPLEMENTAL PRIVILEGE LOG
(WRM DOCUMENTS)**

1 Plaintiff/Counterdefendant Wynn Resorts, Limited and Counterdefendants Linda Chen,
2 Russell Goldsmith, Ray R. Irani, Robert J. Miller, John A. Moran, Marc D. Schorr, Alvin V.
3 Shoemaker, Kimmarie Sinatra, D. Boone Wayson, and Allan Zeman (collectively,
4 the "Wynn Parties"), by and through their undersigned counsel of record, hereby submit their
5 eighth supplemental log of privileged documents attached hereto as **Exhibit A** and an index of the
6 names contained therein as **Exhibit B** (all new information in **bold**).

7 The Wynn Parties reserve the right to amend, supplement or otherwise revise their
8 privilege log.

9 DATED this 29th day of October, 2015.

10 PISANELLI BICE PLLC

11 By: 

12 James J. Pisanelli, Esq., Bar No. 4027
13 Todd L. Bice, Esq., Bar No. 4534
14 Debra L. Spinelli, Esq., Bar No. 9695
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15 and

16 Paul K. Rowe, Esq. (*pro hac vice* admitted)
17 Bradley R. Wilson, Esq. (*pro hac vice* admitted)
18 WACHTELL, LIPTON, ROSEN & KATZ
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New York, New York 10019

19 and

20 Robert L. Shapiro, Esq. (*pro hac vice* admitted)
21 GLASER WEIL FINK HOWARD
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10250 Constellation Boulevard, 19th Floor
Los Angeles, California 90067

23 Attorneys for Wynn Resorts, Limited, Linda Chen,
24 Russell Goldsmith, Ray R. Irani, Robert J. Miller,
25 John A. Moran, Marc D. Schorr, Alvin V.
26 Shoemaker, Kimmarie Sinatra, D. Boone Wayson,
27 and Allan Zeman
28

PISANELLI BICE PLLC
400 SOUTH 7TH STREET, SUITE 300
LAS VEGAS, NEVADA 89101

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 29th day of October, 2015, I caused to be electronically served through the Court's e-service/e-filing system true and correct copies of the foregoing **THE WYNN PARTIES' EIGHTH SUPPLEMENTAL PRIVILEGE LOG (WRM DOCUMENTS)** properly addressed to the following:

J. Stephen Peek, Esq.
Bryce K. Kanimoto, Esq.
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An Employee of PISANELLI BICE PLLC

EXHIBIT A

<p style="text-align: center;">Exhibit A The Wynn Parties' Eighth Supplemental Privilege Log (WRM Documents) - October 29 2015</p>							
Dates Range	Document Date	Author/From	Recipient/To	CC	Description	Privilege	Production Status
WRM-PRIV000026-WRM-PRIV000028	01/26/2005	Matt Maddox; WRL Executive (attorney)	Alexandre Correia DaSilva, Esq.; Ana Sofia Chaves, Esq.; John Strzemp; WRMSA Executive (finance); Scott Peterson; Samanta Stewart; Robert Gansmo; Marcus Trummer, CPA; WRMSA employee (risk management); WRL Executive (human resources)	WRL Executive; Kim Sinatra, Esq.; Kevin Tourek, Esq.; Matt Maddox; WRL employee (legal); WLV employee (legal); WRL employee (admin)	Email Exchange and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000030-PRIV000030	06/28/2005	WRL Executive (attorney)	Ana Sofia Chaves, Esq.; WRMSA employee (security)	Alexandre Correia DaSilva, Esq.	Email requesting confidential legal advice regarding compliance and investigation issues.	Attorney Client	Privilege Withhold
WRM-PRIV000059-WRM-PRIV000083	11/13/2006	Jay Schall, Esq.	Kevin Tourek, Esq.; Kim Sinatra, Esq.	WLV employee (legal); Jay Schall, Esq.; Roxane Peper	Email and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV000098-WRM-PRIV000115	12/11/2006	Jay Schall, Esq.; WRL Executive (CPA)	Skadden Arps attorney; NTW & Associates attorney; Matt Maddox; Jay Schall, Esq.; Samanta Stewart; WRL Executive (accounting); Kim Sinatra, Esq.	WRL Executive	Email Exchange and attachment(s) providing confidential information needed to render legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV000116-WRM-PRIV000124	12/13/2006	Jay Schall, Esq.			Draft letter reflecting confidential legal advice regarding Taipa Maintenance Facility Proposal.	Attorney Client	Privilege Withhold
WRM-PRIV000203-WRM-PRIV000205	07/31/2007	Ian Coughlan; Alexandre Correia Dasilva, Esq.; Greenberg Traurig, LLP attorney	Alexandre Correia DaSilva, Esq.; Kim Sinatra, Esq.; Ian Coughlan; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding corporate governance and charitable donations	Attorney Client	Privilege Withhold
WRM-PRIV000209-WRM-PRIV000210	08/23/2007	Robert Gansmo			Chart reflecting counsel's protected mental impressions with Wynn Legal Department regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV000211-WRM-PRIV000212	10/18/2007	Teri DeTrolie (Peers)			Chart reflecting counsel's protected mental impressions with Wynn Legal Department regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV000218-WRM-PRIV000220	11/09/2007	Robert Gansmo	WRMSA employee (CPA)		Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client	Privilege Withhold
WRM-PRIV000356-WRM-PRIV000359	01/31/2008	Jay Schall, Esq.	Skadden Arps attorney		Email and attachment(s) requesting confidential information needed to render legal advice regarding corporate governance and business matters.	Attorney Client	Privilege Withhold
WRM-PRIV000360-WRM-PRIV000361	02/12/2008	Robert Gansmo			Chart reflecting counsel's protected mental impressions with Wynn Legal Department regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV000362-WRM-PRIV000528	02/26/2008	Roxane Peper	Daisy Chan	Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters.	Attorney Client	Privilege Withhold
WRM-PRIV000548-WRM-PRIV000550	05/27/2008	WLV employee (financial analysis)	WRMSA employee (CPA); WLV employee (financial controller); WLV Employee (finance)	Robert Gansmo	Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client	Privilege Withhold

WRM-PRIV000647-WRM-PRIV000653	06/30/2008	Kevin Tourek, Esq.	John Strzemp; WLV President; WLV Executive (operations); WRMSA Executive (finance); WDD Executive; Scott Peterson; WLV Executive (operations); Kim Sinatra, Esq.; James Stern; Marcus Trummer, CPA; WLV Executive (security); WLV Executive (purchasing); WRL Employee (corp. investigations); WRL Executive (accounting); WLV Executive (finance); WLV employee (finance); WLV employee (international admin); WLV Executive (human resources); WRMSA employee (security); WLV Manager (security); Shannon Nadeau	Robert J. Miller; Stephen A. Wynn; Marc D. Schorr; Matt Maddox; Ian Coughlan	Draft memorandum requesting confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding compliance matters.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000660-WRM-PRIV000660	07/09/2008	WRMSA employee (CPA)	WRMSA employee (general ledger)	WRMSA employee (accounts payable); Robert Gansmo; Scott Peterson	Email reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client	Privilege Withhold
WRM-PRIV000661-WRM-PRIV000663	07/15/2008	Jay Schall, Esq.; Roxane Peper	Ana Sofia Chaves, Esq.; Cindy Ku; Daisy Chan; WRMSA employee (corporate finance); WRMSA employee (legal department); Robert Gansmo; WLV employee (legal admin); Shannon Nadeau; WLV Employee (Legal)	Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV000664-WRM-PRIV000666	09/23/2008	Roxane Peper	WRL employee (executive office); Jay Schall, Esq.; WRL employee (executive office); Robert Gansmo; Samanta Stewart; WRL Executive (CPA); Terri Peers, CPA; WRL Executive (accounting)		Email and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000673-WRM-PRIV000694	10/02/2008	Roxane Peper	Daisy Chan; WLV employee (legal); WLV employee (legal admin)	Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV000695-WRM-PRIV000707	10/30/2008	Samanta Stewart	Jay Schall, Esq.		Email and attachment(s) providing confidential information needed to render legal advice regarding company valuation	Attorney Client	Privilege Withhold
WRM-PRIV000708-WRM-PRIV000710	10/30/2008	Samanta Stewart	Jay Schall, Esq.		Email and attachment(s) providing confidential information needed to render legal advice regarding Aruze's allocation/potential transfer of shares to a third party.	Attorney Client	Privilege Withhold
WRM-PRIV000758-WRM-PRIV000761	05/15/2009	Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney	WRMSA employee (corporate finance)	Email and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV000762-WRM-PRIV000807	05/15/2009	Skadden Arps attorney	Jay Schall, Esq.	Skadden Arps attorney; WRMSA employee (corporate finance); Skadden Arps attorney	Email and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV000808-WRM-PRIV000812	05/20/2009	Jay Schall, Esq.	Matt Maddox	Kim Sinatra, Esq.	Email and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV000813-WRM-PRIV000817	05/27/2009	Jay Schall, Esq.	Matt Maddox	Kim Sinatra, Esq.	Email and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV000833-WRM-PRIV000935	06/22/2009	Skadden Arps attorney	Cindy Ku; WRMSA employee (corporate finance)	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney	Email and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV001181-WRM-PRIV001184	06/29/2009	Robert Gansmo; WRMSA Employee (cage)	WRMSA employee (CPA); WRMSA employee (accounts payable); Robert Gansmo	Katharine Liu; WRMSA employee (CPA)	Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client	Privilege Withhold
WRM-PRIV001185-WRM-PRIV001188	07/01/2009	WRMSA employee (accounts payable); WRMSA employee (CPA); Katharine Liu; Robert Gansmo; WRMSA Employee (cage)	Katharine Liu; Robert Gansmo; WRMSA employee (accounts payable); WRMSA employee (CPA)	WRMSA employee (CPA); Ian Coughlan; Robert Gansmo; Katharine Liu;	Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client	Privilege Withhold

WRM-PRIV002535-WRM-PRIV002565	07/16/2009	WRMSA employee (accounts payable)	Cindy Ku	WRMSA employee (CPA)	Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client	Privilege Withhold
WRM-PRIV002566-WRM-PRIV002586	07/16/2009	Cindy Ku; WRMSA employee (accounts payable); WRMSA employee (CPA)	WRMSA employee (executive office); Cindy Ku; Scott Peterson; Robert Gansmo, WRMSA employee (CPA)	WRMSA employee (accounts payable)	Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client	Privilege Withhold
WRM-PRIV002587-WRM-PRIV002589	07/16/2009	Daisy Chan	WRMSA employee (legal department)		Email and attachment(s) providing confidential information needed to render legal advice regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV002602-WRM-PRIV002604	07/19/2009	Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Email Exchange providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV005122-WRM-PRIV005122	07/28/2009	Jay Schall, Esq.	Angela Lai; Katharine Liu	Skadden Arps attorney	Email requesting confidential information needed to render legal advice regarding Macau land and gaming concession matters.	Attorney Client	Privilege Withhold
WRM-PRIV005123-WRM-PRIV005202	07/28/2009	Skadden Arps attorney	Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney	Email and attachment(s) providing confidential legal advice regarding IPO process and issues.	Attorney Client	Privilege Withhold
WRM-PRIV005283-WRM-PRIV005727	07/30/2009	Skadden Arps attorney	Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Email and attachment(s) providing confidential legal advice regarding IPO process and issues.	Attorney Client	Privilege Withhold
WRM-PRIV007149-WRM-PRIV007530	08/17/2009	Skadden Arps attorney	Wynn Macau director	Jay Schall, Esq.	Email and attachment(s) providing confidential legal advice regarding corporate records	Attorney Client	Privilege Withhold
WRM-PRIV007531-WRM-PRIV007907	08/17/2009	Skadden Arps attorney	Assistant to WML Director	Jay Schall, Esq.	Email and attachment(s) providing confidential legal advice regarding corporate records	Attorney Client	Privilege Withhold
WRM-PRIV007942-WRM-PRIV007951	08/31/2009	Jay Schall, Esq.	Jose Carlos Silva, Esq.		Email and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV007952-WRM-PRIV008312	09/10/2009	Skadden Arps attorney; Skadden Arps attorney	Angela Lai; Skadden Arps attorney; Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice regarding IPO process and issues.	Attorney Client	Privilege Withhold
WRM-PRIV008316-WRM-PRIV008409	09/11/2009	Skadden Arps attorney	Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney	Email and attachment(s) providing confidential legal advice regarding IPO process and issues.	Attorney Client	Privilege Withhold
WRM-PRIV008898-WRM-PRIV008899	09/22/2009	Daisy Chan			Chart reflecting confidential legal advice with Wynn Legal Department regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV008901-WRM-PRIV009243	09/30/2009	Skadden Arps attorney; Jay Schall, Esq.	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice regarding IPO process and issues.	Attorney Client	Privilege Withhold
WRM-PRIV009244-WRM-PRIV009585	09/30/2009	Jay Schall, Esq.	Kim Sinatra, Esq.; Roxane Peper		Email and attachment(s) providing confidential information needed to render legal advice regarding IPO process and issues.	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV009592-WRM-PRIV009617	10/19/2009	Skadden Arps attorney	Clyde Nakashima; WRL Executive (accounting); Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding stock exchange filings.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV009643-WRM-PRIV009645	10/22/2009	Robert Gansmo; Roxane Peper	WRMSA Executive (finance); WRL Executive (accounting); Teri Peers, CPA; Robert Gansmo; Scott Peterson; Samanta Stewart; WRL Executive (CPA); WLV employee (financial analysis); Matt Maddox	WRL employee (accounting admin); WRL employee (executive office)	Email Exchange and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV009646-WRM-PRIV009647	12/14/2009	Cindy Ku	WRMSA employee (legal department)		Email and attachment(s) providing confidential information needed to render legal advice to Wynn Legal Department regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV009653-WRM-PRIV009667	12/23/2009	Jay Schall, Esq.	Jay Schall, Esq.		Email and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV009691-WRM-PRIV009694	01/11/2010	Tricor Services Ltd. Officer (corporate services)	Skadden Arps attorney	Jay Schall, Esq.; WRMSA employee (planning & analysis); Tricor Services Ltd. Officer (corporate services)	Email and attachment(s) providing confidential legal advice regarding regulatory issues	Attorney Client	Privilege Withhold
WRM-PRIV009695-WRM-PRIV009701	01/15/2010	Jay Schall, Esq.	Tricor Global Executive (corporate services)	WRMSA employee (corporate finance)	Email and attachment(s) requesting confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold

WRM-PRIV009702-WRM-PRIV009704	01/22/2010	Jay Schall, Esq.; Tricor Services Ltd. Officer (corporate services)	Tricor Services Ltd. Officer (corporate services); Jay Schall, Esq.		Email Exchange requesting confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV009705-WRM-PRIV009775	01/22/2010	Tricor Services Ltd. Officer (corporate services)	Jay Schall, Esq.	Skadden Arps attorney; Clyde Nakashima; WRMSA employee (corporate finance); Skadden Arps attorney; WRMSA employee (planning & analysis); Skadden Arps attorney; Tricor Services Ltd. Officer (corporate services)	Email and attachment(s) requesting confidential information needed to render legal advice regarding corporate records	Attorney Client	Privilege Withhold
WRM-PRIV009809-WRM-PRIV009812	01/24/2010	Jay Schall, Esq.; Tricor Services Ltd. Officer (corporate services)	Tricor Services Ltd. Officer (corporate services); Jay Schall, Esq.		Email Exchange providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV009813-WRM-PRIV009899	01/25/2010	Jay Schall, Esq.	Roxane Peper		Email and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV009900-WRM-PRIV009948	01/25/2010	Tricor Services Ltd. Officer (corporate services); Jay Schall, Esq.	Jay Schall, Esq.; Tricor Services Ltd. Officer (corporate services)		Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding stock exchange filings.	Attorney Client	Privilege Withhold
WRM-PRIV010137-WRM-PRIV010163	02/04/2010	Jay Schall, Esq.	Kim Sinatra, Esq.; Matt Maddox	Ian Coughlan; Jay Schall, Esq.	Email and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV010419-WRM-PRIV010482	02/09/2010	Jay Schall, Esq.	Skadden Arps attorney; WRMSA Employee (finance); Clyde Nakashima; WRMSA employee (corporate finance); Skadden Arps attorney.; Skadden Arps attorney	Jay Schall, Esq.	Email and attachment(s) reflecting confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV010483-WRM-PRIV010496	02/11/2010	Daisy Chan	Jay Schall, Esq.		Email and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV010497-WRM-PRIV010498	02/11/2010	Daisy Chan			Draft corporate documents reflecting confidential legal advice with Wynn Legal Department regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV010507-WRM-PRIV010511	02/17/2010	Robert Gansmo	Clyde Nakashima; WRMSA employee (corporate finance); Jay Schall, Esq.	WRMSA employee (CPA); WRMSA Executive (finance)	Email and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV010514-WRM-PRIV010568	02/19/2010	Tricor Services Ltd. Officer (corporate services)	Skadden Arps attorney	WRMSA employee (corporate finance); Skadden Arps attorney; Jay Schall, Esq.; WRMSA employee (planning & analysis); Skadden Arps attorney; Tricor Services Ltd. Officer (corporate services)	Email and attachment(s) providing confidential information needed to render legal advice regarding corporate records	Attorney Client	Privilege Withhold
WRM-PRIV011298-WRM-PRIV011584	03/01/2010	WRMSA employee (risk management); WRMSA employee (risk management); WRMSA employee (corporate finance); Willis Executive Risks employee	Jay Schall, Esq.; WRMSA employee (risk management); WRMSA employee (risk management); WRMSA employee (corporate finance)	WRMSA employee (corporate finance); Jay Schall, Esq.; Willis Executive Risks Executive	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV012560-WRM-PRIV012562	03/16/2010	WRMSA Employee (finance)	Skadden Arps attorney	Ernst & Young employee; Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV014610-WRM-PRIV014612	04/17/2010	Jay Schall, Esq.; Roxane Peper	Daisy Chan; WRL Executive (accounting); Teri Peers, CPA; Robert Gansmo; Scott Peterson; Samanta Stewart; WRL Executive (CPA); WLV employee (financial analysis); Jay Schall, Esq.; Matt Maddox; WRMSA employee (risk management); WLV Employee (treasury); Shannon Nadeau	WRL employee (executive office); WRL employee (insurance)	Email Exchange and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV014613-WRM-PRIV014615	04/18/2010	Robert Gansmo	WRMSA Employee (finance); Ben Lo; WRMSA executive (casino finance); Clyde Nakashima; WRMSA employee (CPA); WRMSA Executive (finance)		Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client	Privilege Withhold
WRM-PRIV014616-WRM-PRIV014620	04/19/2010	Skadden Arps attorney	Jay Schall, Esq.		Email and attachment(s) providing confidential legal advice regarding director disclosure.	Attorney Client	Privilege Withhold

WRM-PRIV014670-WRM-PRIV014674	05/07/2010	Katharine Liu; WRMSA employee (accounts payable); Robert Gansmo; Ian Coughlan; Marc Schorr	WRMSA employee (accounts payable); Katharine Liu; WRMSA employee (CPA); Ian Coughlan; Marc Schorr	WRMSA employee (CPA); Robert Gansmo; WRMSA employee (HR administration); WRMSA employee (communications); Zuleika Mok; Linda Chen	Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client	Privilege Withhold
WRM-PRIV014675-WRM-PRIV014683	05/07/2010	WRMSA employee (CPA)	WRMSA Employee (cage)	WRMSA employee (accounts payable); WRMSA employee (general ledger); Robert Gansmo; WRMSA Executive (finance)	Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client	Privilege Withhold
WRM-PRIV014684-WRM-PRIV014691	05/13/2010	WRMSA employee (CPA)	WRMSA Employee (cage)	WRMSA employee (accounts payable); WRMSA employee (general ledger); WRMSA Employee (accounts payable) ; Robert Gansmo	Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV014692-WRM-PRIV014692	05/14/2010	WRMSA Employee (cage); WRMSA employee (CPA)	WRMSA employee (CPA); WRMSA Employee (cage)		Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV014693-WRM-PRIV014695	06/07/2010	WRMSA employee (CPA)	Ben Lo; Clyde Nakashima; WRMSA Executive (finance)	WRMSA employee (accounts payable); Robert Gansmo	Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV014700-WRM-PRIV014702	07/07/2010	Roxane Peper	Jay Schall, Esq.		Email and attachment(s) providing confidential information needed to render legal advice regarding corporate structure	Attorney Client	Privilege Withhold
WRM-PRIV014720-WRM-PRIV015640	07/28/2010	WRMSA employee (CPA)			Spreadsheet reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client	Privilege Withhold
WRM-PRIV015641-WRM-PRIV015657	07/31/2010	Roxane Peper; Daisy Chan	Daisy Chan; Roxane Peper	Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV015687-WRM-PRIV015690	08/23/2010	Reddy Leong; WRMSA employee (communications); Zuleika Mok; WRMSA employee (employee services); WRMSA employee (count team)	WRMSA employee (communications); Reddy Leong; Sharon Lam; Ian Coughlan; WRMSA employee (CPA); Zuleika Mok; WRMSA employee (HR administration); WRMSA employee (employee services)	WRMSA employee (communications); WRMSA employee (communications); WRMSA employee (communications); Sharon Lam; WRMSA employee (communications); WRMSA employee (CPA); Robert Gansmo; WRMSA employee (HR administration); WRMSA employee (employee services)	Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client	Privilege Withhold
WRM-PRIV015691-WRM-PRIV015697	08/23/2010	Sharon Lam; Reddy Leong; WRMSA employee (CPA); Ian Coughlan; Marc Schorr	WRMSA employee (accounts payable); WRMSA employee (CPA); Reddy Leong; Ian Coughlan	WRMSA employee (CPA); Reddy Leong; Robert Gansmo; Zuleika Mok; WRMSA employee (HR administration); WRMSA employee (employee services); Sharon Lam; Katharine Liu; Linda Chen	Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client	Privilege Withhold
WRM-PRIV015698-WRM-PRIV015700	08/23/2010	Reddy Leong; WRMSA employee (count team); WRMSA employee (employee services); Zuleika Mok	Ian Coughlan; WRMSA employee (CPA); WRMSA employee (employee services); Reddy Leong; Zuleika Mok; WRMSA employee (HR administration)	WRMSA employee (CPA); Robert Gansmo; WRMSA employee (HR administration); WRMSA employee (employee services)	Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client	Privilege Withhold
WRM-PRIV015701-WRM-PRIV015704	08/24/2010	Sharon Lam; Reddy Leong; WRMSA employee (CPA); Ian Coughlan; Marc Schorr	WRMSA employee (employee services); WRMSA employee (CPA); WRMSA employee (accounts payable); WRMSA employee (HR administration); Reddy Leong; Ian Coughlan	Reddy Leong; WRMSA employee (CPA); Robert Gansmo; Zuleika Mok; WRMSA employee (HR administration); WRMSA employee (employee services); Sharon Lam; Katharine Liu; Linda Chen	Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client	Privilege Withhold
WRM-PRIV015705-WRM-PRIV015708	08/24/2010	WRMSA employee (accounts payable); Sharon Lam; Reddy Leong; WRMSA employee (CPA); Ian Coughlan; Marc Schorr	Sharon Lam; WRMSA employee (accounts payable); WRMSA employee (CPA); WRMSA employee (employee services); WRMSA employee (HR administration); Reddy Leong; Ian Coughlan	WRMSA employee (CPA); Reddy Leong; Robert Gansmo; Zuleika Mok; WRMSA employee (HR administration); WRMSA employee (employee services); Sharon Lam; Katharine Liu; Linda Chen	Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client	Privilege Withhold
WRM-PRIV015709-WRM-PRIV015709	09/02/2010	Jay Schall, Esq.; Shannon Nadeau	Shannon Nadeau; Jay Schall, Esq.		Email Exchange requesting confidential information needed to render legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015710-WRM-PRIV015711	09/03/2010	Daisy Chan			Chart reflecting counsel's protected mental impressions with Wynn Legal Department regarding corporate structure	Attorney Client	Privilege Withhold

WRM-PRIV015712-WRM-PRIV015713	09/03/2010	Daisy Chan			Chart reflecting counsel's protected mental impressions with Wynn Legal Department regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV015714-WRM-PRIV015715	09/03/2010	Daisy Chan			Chart reflecting counsel's protected mental impressions regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV015716-WRM-PRIV015716	09/13/2010	WRMSA employee (CPA)	Robert Gansmo	WRMSA Executive (finance)	Email reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation.	Accountant Client	Privilege Withhold
WRM-PRIV015717-WRM-PRIV015720	09/17/2010	WRMSA employee (CPA)	WRMSA Employee (cage); WRMSA employee (general ledger)	WRMSA employee (accounts payable); Robert Gansmo; WRMSA Executive (finance)	Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV015721-WRM-PRIV015726	09/24/2010	Jay Schall, Esq.	Kim Sinatra, Esq.		Email and attachment(s) providing confidential information needed to render legal advice regarding FCPA issues and Draft announcement regarding land concession.	Attorney Client	Privilege Withhold
WRM-PRIV015766-WRM-PRIV015790	10/13/2010	WRMSA employee (CPA)	Robert Gansmo		Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client	Privilege Withhold
WRM-PRIV015791-WRM-PRIV015803	10/13/2010	WRMSA employee (CPA)	Robert Gansmo		Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client	Privilege Withhold
WRM-PRIV015806-WRM-PRIV015806	10/22/2010	Jay Schall, Esq.	Gibson Dunn attorney		Email requesting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015807-WRM-PRIV015808	10/23/2010	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange requesting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015813-WRM-PRIV015815	10/25/2010	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange requesting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015820-WRM-PRIV015822	11/08/2010	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange requesting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015823-WRM-PRIV015826	11/09/2010	Jay Schall, Esq.; Gibson Dunn attorney	Daisy Chan; Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange requesting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015830-WRM-PRIV015834	11/09/2010	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange requesting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015835-WRM-PRIV015839	11/09/2010	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange requesting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015840-WRM-PRIV015843	11/09/2010	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange requesting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015844-WRM-PRIV015875	11/09/2010	Jay Schall, Esq.; Gibson Dunn attorney	Daisy Chan; Jay Schall, Esq.; Gibson Dunn attorney		Email Exchange and attachment(s) providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015920-WRM-PRIV015920	12/01/2010	Jay Schall, Esq.			Draft letter providing confidential information needed to render legal advice regarding board of director's meeting.	Attorney Client	Privilege Withhold
WRM-PRIV015923-WRM-PRIV015925	12/08/2010	Jay Schall, Esq.; Roxane Peper	Skadden Arps attorney; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV015930-WRM-PRIV015932	12/09/2010	Jay Schall, Esq.; Roxane Peper	WRMSA employee (legal department); Skadden Arps attorney; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV015945-WRM-PRIV015946	01/22/2011	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Jay Schall, Esq.; Kevin Tourek, Esq.	Roxane Peper	Email Exchange reflecting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015951-WRM-PRIV015953	01/22/2011	Jay Schall, Esq.; Roxane Peper; Kim Sinatra, Esq.	Roxane Peper; Jay Schall, Esq.; Kim Sinatra, Esq.; Kevin Tourek, Esq.	Roxane Peper	Email Exchange reflecting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015954-WRM-PRIV015954	01/23/2011	Jay Schall, Esq.	Angela Lai; WRMSA employee (executive office)	Ian Coughlan	Email providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015961-WRM-PRIV015982	01/23/2011	Gibson Dunn attorney			Presentation providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015983-WRM-PRIV015983	01/24/2011	Jay Schall, Esq.	WRL employee (legal)	Daisy Chan	Email requesting confidential information needed to render legal advice regarding FCPA issues	Attorney Client	Privilege Withhold

WRM-PRIV016018-WRM-PRIV016020	01/27/2011	Jay Schall, Esq.; Roxane Peper	Daisy Chan; WRL Executive (accounting); Teri Peers, CPA; Robert Gansmo; Scott Peterson; Samanta Stewart; WRL Executive (CPA); WLV employee (financial analysis); Jay Schall, Esq.; WRMSA employee (risk management); WLV Employee (treasury); Shannon Nadeau	WRL employee (executive office); WRL employee (insurance); WRL employee (executive office, assistant)	Email Exchange and attachment(s) providing confidential information needed to render legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV016021-WRM-PRIV016023	01/28/2011	Robert Gansmo; Roxane Peper	Clyde Nakashima; WRMSA employee (CPA); WRMSA Executive (Planning & Analysis); WRMSA Executive (finance); WRL Executive (accounting); Teri Peers, CPA; Robert Gansmo; Scott Peterson; Samanta Stewart; WRL Executive (CPA); WLV employee (financial analysis); Jay Schall, Esq.; WRMSA employee (risk management); WLV Employee (treasury); Shannon Nadeau	WRL employee (executive office); WRL employee (insurance); WRL employee (executive office, assistant)	Email Exchange and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV016144-WRM-PRIV016148	02/16/2011	Jay Schall, Esq.	Jay Schall, Esq.	WRMSA employee (corporate finance)	Email and attachment(s) providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV016152-WRM-PRIV016155	03/01/2011	Jay Schall, Esq.; Roxane Peper	Roxane Peper; Jay Schall, Esq.; Wynn Macau director; Wynn Macau director; WRL Director; Wynn Macau director; Allan Zeman; Assistant to WML Director; Assistant to WML Director; Assistant to WML Director ; Assistant to WML Director ; Ian Coughlan; WRMSA employee (executive office); Linda Chen	Kim Sinatra, Esq.; Roxane Peper; Jay Schall, Esq.	Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV016159-WRM-PRIV016161	03/02/2011	WRMSA employee (CPA)			Draft memorandum reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding FCPA issues	Accountant Client	Privilege Withhold
WRM-PRIV016162-WRM-PRIV016166	03/02/2011	Jay Schall, Esq.			Draft memorandum providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV016202-WRM-PRIV016224	03/10/2011	Eliana Ho	WRMSA employee (CPA)		Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding FCPA issues	Accountant Client	Privilege Withhold
WRM-PRIV016228-WRM-PRIV016232	03/10/2011	Jay Schall, Esq.; Clyde Nakashima; Skadden Arps attorney; WRMSA Employee (finance)	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney; Jay Schall, Esq.; Clyde Nakashima; WRMSA Employee (finance)	Clyde Nakashima; Robert Gansmo; Skadden Arps attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice regarding potential share transfer	Attorney Client	Privilege Withhold
WRM-PRIV016233-WRM-PRIV016244	03/10/2011	Robert Gansmo	Clyde Nakashima	Jay Schall, Esq.	Email and attachment(s) requesting confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV016245-WRM-PRIV017216	03/11/2011	Robert Gansmo	Jay Schall, Esq.	Clyde Nakashima; WRMSA employee (corporate finance)	Email and attachment(s) requesting confidential legal advice regarding corporate financials	Attorney Client	Privilege Withhold
WRM-PRIV017217-WRM-PRIV017239	03/12/2011	Gibson Dunn attorney			Presentation providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV017240-WRM-PRIV017241	03/14/2011	Jay Schall, Esq.			Draft letter reflecting counsel's protected mental impressions regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV017286-WRM-PRIV017288	03/16/2011	Jay Schall, Esq.	Gibson Dunn attorney		Email and attachment(s) providing confidential information needed to render legal advice regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV017290-WRM-PRIV017520	03/18/2011	Roxane Peper	Daisy Chan	Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV017983-WRM-PRIV017985	03/22/2011	Angela Lai; WRMSA employee (audio visual)	Jay Schall, Esq.; Angela Lai	WRMSA employee (audio visual); WRMSA employee (executive office); WRL Employee (corp. investigations)	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV017986-WRM-PRIV017988	03/22/2011	Roxane Peper; WRMSA employee (audio visual); Jay Schall, Esq.; Angela Lai	Jay Schall, Esq.; Angela Lai		Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold

WRM-PRIV017989-WRM-PRIV017997	03/22/2011	Cindy Ku; Jay Schall, Esq.	WRMSA employee (HR administration); Zuleika Mok; Robert Gansmo	Daisy Chan; Daisy Chan; Cindy Ku	Email Exchange and attachment(s) requesting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV017998-WRM-PRIV018006	03/22/2011	Jay Schall, Esq.	Marcus Trummer, CPA; Oscar Lam; Zuleika Mok; Robert Gansmo	Daisy Chan; Cindy Ku	Email Exchange and attachment(s) providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV018007-WRM-PRIV018008	03/22/2011	Jay Schall, Esq.; Marcus Trummer, CPA	Marcus Trummer, CPA; Jay Schall, Esq.; Marcus Trummer, CPA		Email Exchange requesting confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding FCPA issues	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV018009-WRM-PRIV018010	03/24/2011	Cindy Ku	Eliana Ho		Chart reflecting confidential legal advice with Wynn Legal Department regarding corporate governance and business matters		Privilege Withhold
WRM-PRIV018064-WRM-PRIV018064	03/24/2011	Robert Gansmo	Jay Schall, Esq.		Email requesting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV018068-WRM-PRIV018072	03/25/2011	Skadden Arps attorney; Daisy Chan; Jay Schall, Esq.	Daisy Chan; Jay Schall, Esq.; Skadden Arps attorney	Daisy Chan; Skadden Arps attorney	Email Exchange providing confidential information needed to render legal advice regarding regulatory issues	Attorney Client	Privilege Withhold
WRM-PRIV018075-WRM-PRIV018080	03/29/2011	Skadden Arps attorney; Daisy Chan; Jay Schall, Esq.	Daisy Chan; Skadden Arps attorney; Jay Schall, Esq.	Jay Schall, Esq.; Daisy Chan	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV018417-WRM-PRIV018425	04/06/2011	Robert Gansmo; WRMSA employee (CPA)	WRMSA employee (CPA); Robert Gansmo		Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV018428-WRM-PRIV018433	04/08/2011	Jay Schall, Esq.; Gibson Dunn attorney; Linda Chen	Gibson Dunn attorney; Jay Schall, Esq.; Kim Sinatra, Esq.	Jay Schall, Esq.; Marc Schorr; Ian Coughlan; Linda Chen	Email Exchange providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018445-WRM-PRIV018446	04/11/2011	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Jay Schall, Esq.; Roxane Peper		Email Exchange providing confidential information needed to render legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018447-WRM-PRIV018448	04/11/2011	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Jay Schall, Esq.; Roxane Peper		Email Exchange providing confidential information needed to render legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018468-WRM-PRIV018468	04/12/2011	WRMSA employee (corporate investigation)			Report requesting confidential information needed to render legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018473-WRM-PRIV018473	04/13/2011	Jay Schall, Esq.	Roxane Peper	Ian Coughlan; Jay Schall, Esq.	Email providing confidential legal advice regarding corporate governance and charitable donations	Attorney Client	Privilege Withhold
WRM-PRIV018474-WRM-PRIV018480	04/13/2011	Jay Schall, Esq.; Roxane Peper; Kim Sinatra, Esq.	Roxane Peper; Jay Schall, Esq.; Roxane Peper; Kim Sinatra, Esq.		Email Exchange requesting confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018511-WRM-PRIV018516	04/16/2011	Ian Coughlan; Jay Schall, Esq.; Roxane Peper	Angela Lai; Ian Coughlan; Jay Schall, Esq.		Email Exchange and attachment(s) reflecting confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018517-WRM-PRIV018519	04/16/2011	Ian Coughlan; Roxane Peper; Jay Schall, Esq.	Angela Lai; Wynn Macau director; Assistant to WML Director ; Wynn Macau director; Assistant to WML Director; Wynn Macau director; Assistant to WML Director; Ian Coughlan; WRMSA employee (executive office)	Jay Schall, Esq.; Roxane Peper	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018525-WRM-PRIV018529	04/19/2011	Roxane Peper; Angela Lai; WRL Employee (corp. investigations); WRMSA employee (audio visual); Jay Schall, Esq.	WRMSA employee (audio visual); WRL Employee (corp. investigations); Angela Lai; Roxane Peper; Jay Schall, Esq.	Angela Lai; Jay Schall, Esq.; WRL Employee (corp. investigations); WRMSA employee (executive office); Roxane Peper; WRMSA employee (audio visual)	Email Exchange providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV018535-WRM-PRIV018540	04/20/2011	Roxane Peper; Jay Schall, Esq.; Angela Lai; WRL Employee (corp. investigations); WRMSA employee (audio visual)	Angela Lai; Roxane Peper; WRMSA employee (audio visual); WRL Employee (corp. investigations); Jay Schall, Esq.	Jay Schall, Esq.; WRMSA employee (executive office); Angela Lai; WRL Employee (corp. investigations); Roxane Peper; WRMSA employee (audio visual)	Email Exchange providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV018541-WRM-PRIV018546	04/20/2011	Roxane Peper; Angela Lai; WRL Employee (corp. investigations); WRMSA Employee (audio visual); Jay Schall, Esq.	Angela Lai; Roxane Peper; WRMSA Employee (audio visual); WRL Employee (corp. investigations); Jay Schall, Esq.	Jay Schall, Esq.; WRMSA Employee (executive office); Angela Lai; WRL Employee (corp. investigations); Roxane Peper; WRMSA Employee (audio visual)	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold

WRM-PRIV018547-WRM-PRIV018552	04/20/2011	Angela Lai; Jay Schall, Esq.; Roxane Peper; WRL Employee (corp. investigations); WRMSA Employee (audio visual)	Roxane Peper; Angela Lai; WRMSA Employee (audio visual); WRL Employee (corp. investigations); Jay Schall, Esq.	Jay Schall, Esq.; WRMSA Employee (executive office); Angela Lai; WLV Executive (corporate investigations); Roxane Peper; WRMSA Employee (audio visual)	Email Exchange providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV018553-WRM-PRIV018559	04/21/2011	Jay Schall, Esq.; Roxane Peper; WRMSA Employee (audio visual); Angela Lai; WRL Employee (corp. investigations)	Roxane Peper; Jay Schall, Esq.; WRMSA Employee (audio visual); Angela Lai	WRMSA Employee (executive office); Jay Schall, Esq.; Angela Lai; WRL Employee (corp. investigations); Roxane Peper; WRMSA Employee (audio visual)	Email Exchange providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV018560-WRM-PRIV019135	04/21/2011	Robert Gansmo	WRL employee (executive office); John Strzemp		Email and attachment(s) reflecting confidential communications with WRMSA Employee (CPA) for the purpose of facilitating the rendition of professional accounting services regarding corporate governance business matters.	Accountant Client	Privilege Withhold
WRM-PRIV019136-WRM-PRIV019141	04/22/2011	Roxane Peper; WRMSA Employee (audio visual); Angela Lai; WRL Employee (corp. investigations); Jay Schall, Esq.	WRMSA Employee (audio visual); Roxane Peper; WRL Employee (corp. investigations); Jay Schall, Esq.; Angela Lai	Angela Lai; Jay Schall, Esq.; WRL Employee (corp. investigations); WRMSA Employee (executive office); WRMSA Employee (audio visual); Roxane Peper	Email Exchange providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV019142-WRM-PRIV019717	04/22/2011	Robert Gansmo	WRL employee (executive office); John Strzemp		Email and attachment(s) reflecting confidential communications with WRMSA Employee (CPA) for the purpose of facilitating the rendition of professional accounting services regarding corporate governance business matters.	Accountant Client	Privilege Withhold
WRM-PRIV019718-WRM-PRIV019720	04/26/2011	Jay Schall, Esq.	Kim Sinatra, Esq.; Roxane Peper	Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV019721-WRM-PRIV019722	04/26/2011	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice with Jay Schall, Esq., Kim Sinatra, Esq. and Gibson Dunn attorney regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV019723-WRM-PRIV019729	04/27/2011	Peter Barnes; WRMSA Employee (audio visual); Roxane Peper; Angela Lai; WRL Employee (corp. investigations); Jay Schall, Esq.	WRMSA Employee (audio visual); Peter Barnes; Roxane Peper; WRL Employee (corp. investigations); Angela Lai; Jay Schall, Esq.	Angela Lai; James Stern; Jay Schall, Esq.; Roxane Peper; WRL Employee (corp. investigations); WRMSA Employee (executive office); WRMSA Employee (audio visual)	Email Exchange providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV019730-WRM-PRIV019730	04/27/2011	Peter Barnes	WRMSA Employee (audio visual)	Angela Lai; James Stern; WRL Employee (corp. investigations)	Email providing confidential needed to render legal advice at the request of Jay Schall, Esq. regarding translation issues.	Attorney Client	Privilege Withhold
WRM-PRIV019742-WRM-PRIV020908	05/02/2011	Robert Gansmo	Clyde Nakashima; WRMSA Employee (corporate finance); Jay Schall, Esq.	WRL employee (executive office); John Strzemp	Email and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate financials.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV020911-WRM-PRIV021813	05/03/2011	Robert Gansmo	WRL employee (executive office); John Strzemp		Email and attachment(s) reflecting confidential communications with WRMSA Employee (CPA) for the purpose of facilitating the rendition of professional accounting services	Accountant Client	Privilege Withhold
WRM-PRIV021820-WRM-PRIV022524	05/04/2011	Robert Gansmo	Clyde Nakashima; WRMSA Employee (corporate finance); WRMSA Employee (CPA); Jay Schall, Esq.	WRL employee (executive office); John Strzemp	Email and attachment(s) providing confidential information needed to render legal advice reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV022525-WRM-PRIV022526	05/05/2011	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice with Jay Schall, Esq., Kim Sinatra, Esq. and Gibson Dunn attorney regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV022527-WRM-PRIV022528	05/05/2011	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice with Jay Schall, Esq., Kim Sinatra, Esq. and Gibson Dunn attorney regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV022529-WRM-PRIV022531	05/05/2011	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice with Jay Schall, Esq., Kim Sinatra, Esq. and Gibson Dunn attorney regarding UMAC donation	Attorney Client	Privilege Withhold

WRM-PRIV022533-WRM-PRIV022535	05/06/2011	Jay Schall, Esq.; Roxane Peper	Daisy Chan; WRL Executive (accounting); Teri Peers, CPA; Robert Gansmo; Scott Peterson; Samanta Stewart; WRL Executive (CPA); WLV employee (financial analysis); Jay Schall, Esq.; WLV Employee (treasury); Shannon Nadeau; WLV Executive (finance)	WRL employee (executive office); WRL employee (insurance); WRL employee (executive office, assistant)	Email Exchange and attachment(s) providing confidential information needed to render legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV022541-WRM-PRIV022542	05/06/2011	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice with Jay Schall, Esq., Kim Sinatra, Esq. and Gibson Dunn attorney regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV022543-WRM-PRIV022545	05/08/2011	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Jay Schall, Esq.	Ian Coughlan	Email Exchange providing confidential legal advice regarding UMAC donation and corporate governance matters.	Attorney Client	Privilege Withhold
WRM-PRIV022546-WRM-PRIV022563	05/11/2011	Roxane Peper; Angela Lai; Jay Schall, Esq.	Angela Lai; Jay Schall, Esq.	Roxane Peper	Email Exchange and attachment(s) requesting confidential information needed to render legal advice regarding corporate governance and business matters.	Attorney Client	Privilege Withhold
WRM-PRIV022572-WRM-PRIV022572	05/12/2011	Robert Gansmo; Ian Coughlan; Linda Chen	WRMSA Employee (CPA); Katharine Liu; Ian Coughlan	Angela Lai; Robert Gansmo	Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV022573-WRM-PRIV022573	05/12/2011	Jay Schall, Esq.			Notes reflecting counsel's protected mental impressions regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV022594-WRM-PRIV022596	05/14/2011	Jay Schall, Esq.			Draft agreement reflecting confidential legal advice with Jay Schall, Esq. regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV022604-WRM-PRIV022605	05/14/2011	Robert Gansmo; WRL Executive (accounting)	Terri Peers, CPA; WRL Executive (accounting)		Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV022606-WRM-PRIV022608	05/14/2011	Robert Gansmo	Ian Coughlan; Jay Schall, Esq.		Email and attachment(s) providing confidential information needed to render legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV022617-WRM-PRIV022617	05/16/2011	WRMSA Employee (CPA)	WRMSA Executive (Planning & Analysis); Robert Gansmo; WRMSA Executive (finance)		Email reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV022620-WRM-PRIV022627	05/16/2011	WRMSA Employee (CPA)	WRMSA Employee (cage)	WRMSA Employee (accounts payable); WRMSA Employee (general ledger); Robert Gansmo; WRMSA Executive (finance)	Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV022638-WRM-PRIV022647	05/18/2011	WRMSA Employee (accounts payable); WRMSA Employee (CPA); Robert Gansmo	Cindy Ku; WRMSA Employee (accounts payable); WRMSA Employee (accounts payable); WRMSA Employee (CPA); Robert Gansmo		Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV022648-WRM-PRIV022649	05/18/2011	WRMSA Employee (planning & analysis); Robert Gansmo; WRMSA Executive (Planning & Analysis); WRMSA Employee (CPA)	Wynn Macau Finance Analysis Distribution List; WRMSA Executive (Planning & Analysis); WRMSA Employee (planning & analysis); WRMSA Employee (CPA); Robert Gansmo; WRMSA Executive (finance)	Cindy Ku; WRMSA Employee (planning & analysis); Robert Gansmo	Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV022656-WRM-PRIV022657	05/25/2011	Jay Schall, Esq.; WRMSA Employee (CPA)	WRMSA Employee (CPA); Jay Schall, Esq.		Email Exchange reflecting confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV022658-WRM-PRIV022658	05/25/2011	Jay Schall, Esq.; WRMSA Employee (CPA)	WRMSA Employee (CPA); Jay Schall, Esq.		Email Exchange reflecting confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV022659-WRM-PRIV022659	05/25/2011	WRMSA Employee (CPA); Jay Schall, Esq.	Ben Lo; WRMSA Employee (accounts payable); Robert Gansmo; WRMSA Executive (finance); WRMSA Employee (CPA); Jay Schall, Esq.		Email Exchange providing confidential legal advice and prepared in anticipation of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV022669-WRM-PRIV022672	05/31/2011	WRMSA Employee (CPA)	Robert Gansmo; WRMSA Executive (finance)	Ben Lo; Clyde Nakashima; WRMSA Employee (general ledger)	Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold

WRM-PRIV022673-WRM-PRIV022676	06/01/2011	Jay Schall, Esq.; Katharine Liu; WRMSA Employee (CPA)	WRMSA Employee (CPA); Katharine Liu; Zuleika Mok; Jay Schall, Esq.	WRMSA Employee (accounts payable); Robert Gansmo; WRMSA Executive (finance); Jay Schall, Esq.	Email Exchange providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance, charitable donations, and FCPA issues.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV022707-WRM-PRIV022708	06/09/2011	Robert Gansmo; WRL Executive (accounting)	WRL Executive (accounting); Robert Gansmo		Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV022711-WRM-PRIV022737	06/10/2011	WRMSA Employee (CPA)	Robert Gansmo		Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV022738-WRM-PRIV022774	06/10/2011	WRMSA Employee (CPA)	Robert Gansmo		Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV022775-WRM-PRIV022779	06/13/2011	Jay Schall, Esq.; WRMSA Executive (human resources); Zuleika Mok	WRMSA Executive (human resources); Jay Schall, Esq.; Zuleika Mok	WRMSA Executive (human resources); WRMSA Employee (HR administration); WRMSA Employee (compensation & benefits); Zuleika Mok	Email Exchange reflecting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV022780-WRM-PRIV022801	06/15/2011	Gibson Dunn attorney			Presentation providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV022802-WRM-PRIV022843	06/15/2011	Robert Gansmo	WRL employee (executive office); John Strzemp		Email and attachment(s) reflecting confidential communications with WRMSA Employee (CPA) for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV022924-WRM-PRIV022969	06/20/2011	Jay Schall, Esq.	Daisy Chan		Email and attachment(s) providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV022970-WRM-PRIV022971	06/20/2011	Jay Schall, Esq.	Jose Carlos Silva, Esq.		Email and attachment(s) providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV023046-WRM-PRIV023050	06/21/2011	Jay Schall, Esq.; WRMSA Executive (human resources); Zuleika Mok	WRMSA Executive (human resources); Jay Schall, Esq.; Zuleika Mok	Zuleika Mok; WRMSA Employee (compensation & benefits); WRMSA Employee (HR administration); WRMSA Executive (human resources)	Email Exchange reflecting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV023051-WRM-PRIV023063	06/23/2011	WRMSA Employee (accounts payable); Cindy Ku; Oscar Lam; Robert Gansmo; Jay Schall, Esq.	Cindy Ku; WRMSA Employee (accounts payable); Jay Schall, Esq.; Oscar Lam; Robert Gansmo		Email Exchange and attachment(s) providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV023064-WRM-PRIV023066	06/27/2011	Robert Gansmo; WRMSA Employee (CPA); Jay Schall, Esq.	WRMSA Employee (CPA); Jay Schall, Esq.; Robert Gansmo	Robert Gansmo	Email Exchange providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV023067-WRM-PRIV023069	06/28/2011	Jay Schall, Esq.; WRMSA Employee (corporate finance)	Roxane Peper; WRMSA Employee (corporate finance); Tricor Services Ltd. Officer (corporate services); Computershare Hong Kong Investor Services Limited employee (corporate services) ; Skadden Arns attorney	WRMSA Employee (corporate finance); Clyde Nakashima; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV023078-WRM-PRIV023156	06/30/2011	WRMSA Employee (finance)	Skadden Arps attorney; Ernst & Young employee; Skadden Arps attorney; Skadden Arps attorney; Ernst & Young HK employee	Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege Withhold

WRM-PRIV023157-WRM-PRIV023158	07/06/2011	Jay Schall, Esq.; Shannon Nadeau	WRMSA Employee (cage); Robert Gansmo; Shannon Nadeau; John Strzemp; WLV Executive (operations); WLV Executive (operations); WDD Executive; Scott Peterson; Kim Sinatra, Esq.; Jay Schall, Esq.; Alexandre Correia DaSilva, Esq.; James Stern; WRL Executive (accounting); WLV Executive (finance); WLV employee (finance); WRL Executive (marketing and development); WLV employee (international admin); WLV Executive (human resources); Peter Barnes; WRMSA Employee (corporate finance); WRMSA Executive (finance); WRMSA Employee (purchasing); Marcus Trummer, CPA; WLV Employee (corporate investigations)	Robert Miller; Cindy Mitchum; Marc Schorr; Matt Maddox; Ian Coughlan; Kevin Tourek, Esq.	Email Exchange providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding compliance committee investigation and FCPA issues.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV023159-WRM-PRIV023166	07/06/2011	Kevin Tourek, Esq.	John Strzemp; WLV Executive (operations); Scott Peterson; WLV Executive (operations); WDD Executive; Robert Gansmo; WRL Executive (marketing and development); Kim Sinatra, Esq.; James Stern; Jay Schall, Esq.; WRL Executive (accounting); Marcus Trummer, CPA; WLV Executive (finance); WLV Executive (human resources); WLV employee (finance); Peter Barnes; WRMSA Employee (corporate finance); WRMSA Executive (finance); WLV employee (international admin); WLV Employee (corporate investigations); Shannon Nadeau; WRMSA Employee (purchasing); WRMSA Employee (cage)	Robert J. Miller; Stephen A. Wynn	Draft memorandum requesting confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding compliance matters.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV023174-WRM-PRIV023189	07/07/2011	Jay Schall, Esq.; WRMSA Employee (CPA)	WRMSA Employee (CPA); Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV023190-WRM-PRIV023740	07/07/2011	Oscar Lam	Robert Gansmo		Email and attachment(s) reflecting confidential legal advice with Jay Schall, Esq. regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV023741-WRM-PRIV023742	07/08/2011	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.; Kevin Tourek, Esq.; Shannon Nadeau	Gibson Dunn attorney; Debra Wong Yang	Email Exchange reflecting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV023743-WRM-PRIV023864	07/08/2011	Jay Schall, Esq.; Shannon Nadeau	Daisy Chan; Jay Schall, Esq.		Email Exchange and attachment(s) requesting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV023866-WRM-PRIV023889	07/09/2011	Jay Schall, Esq.	Wynn Resorts, Limited/Wynn Macau, Limited/Wynn Resorts (Macau), SA		Draft memorandum reflecting counsel's protected mental impressions regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV023890-WRM-PRIV023930	07/09/2011	Ian Coughlan; Jay Schall, Esq.; Kim Sinatra, Esq.	Angela Lai; Ian Coughlan; Kim Sinatra, Esq.; Jay Schall, Esq.		Email Exchange and attachment(s) requesting confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV023931-WRM-PRIV023955	07/12/2011	Jay Schall, Esq.			Draft memorandum reflecting counsel's protected mental impressions regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV023956-WRM-PRIV023980	07/12/2011	Jay Schall, Esq.	Daisy Chan		Email and attachment(s) providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV024079-WRM-PRIV024091	07/15/2011	WRMSA Executive (finance)	Kevin Tourek, Esq.		Memorandum providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV024092-WRM-PRIV024101	07/15/2011	Kevin Tourek, Esq.			Draft memorandum providing confidential legal advice regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV024102-WRM-PRIV024106	07/19/2011	Translator (working with/at direction of counsel)			Translation of a communication protected by protected by Macau Special Administrative Region Law n.º 16/2001 Section I, Article 92	Macau Law Privilege	Privilege Withhold

WRM-PRIV024107-WRM-PRIV024108	07/19/2011	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Jay Schall, Esq.; Gibson Dunn attorney		Email Exchange providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV024109-WRM-PRIV024110	07/20/2011	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange requesting confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV024111-WRM-PRIV024112	07/20/2011	WRL Executive (CPA); WRMSA Employee (security)	Wynn Resorts (Macau) S.A.		Memorandum reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV024165-WRM-PRIV024189	07/21/2011	Jay Schall, Esq.			Draft memorandum reflecting counsel's protected mental impressions regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV024190-WRM-PRIV024216	07/26/2011	Jay Schall, Esq.			Draft memorandum reflecting counsel's protected mental impressions regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV024270-WRM-PRIV024271	08/04/2011	Jay Schall, Esq.			Draft letter reflecting confidential legal advice regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV024272-WRM-PRIV024272	08/04/2011	Skadden Arps attorney			Draft letter reflecting confidential legal advice regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV024273-WRM-PRIV024275	08/04/2011	Skadden Arps attorney			Draft letter reflecting confidential legal advice regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV024276-WRM-PRIV024277	08/04/2011	Skadden Arps attorney			Draft filing reflecting confidential legal advice regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV024293-WRM-PRIV024314	08/04/2011	Jay Schall, Esq.	Daisy Chan		Email and attachment(s) providing confidential legal advice and prepared in anticipation of litigation regarding corporate governance and business matters.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV024315-WRM-PRIV024321	08/04/2011	Brownstein Hyatt Farber Schreck, LLP			Chart providing confidential legal advice and prepared in anticipation of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV024395-WRM-PRIV024484	08/05/2011	WRMSA Employee (finance)	Skadden Arps attorney	Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.; Skadden Arps attorney	Email and attachment(s) requesting confidential legal advice regarding corporate records	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV024485-WRM-PRIV024485	08/06/2011	Jay Schall, Esq.			Notes reflecting counsel's protected mental impressions and prepared in anticipation of litigation regarding misconduct in the Philippines.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV024513-WRM-PRIV024554	08/08/2011	Skadden Arps attorney; Clyde Nakashima	Clyde Nakashima; Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice regarding SEC filing	Attorney Client	Privilege Withhold
WRM-PRIV024555-WRM-PRIV024557	08/09/2011	WRMSA Employee (finance)	Skadden Arps attorney	Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice regarding SEC filing	Attorney Client	Privilege Withhold
WRM-PRIV024558-WRM-PRIV024560	08/10/2011	Jay Schall, Esq.; Shannon Nadeau; Gibson Dunn attorney	Shannon Nadeau; Jay Schall, Esq.	Debra Yang, Esq.; Gibson Dunn Attorney	Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV024561-WRM-PRIV024690	08/10/2011	Skadden Arps attorney	WRMSA Employee (finance)	Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) providing confidential legal advice regarding stock exchange filings.	Attorney Client	Privilege Withhold
WRM-PRIV024799-WRM-PRIV025294	08/23/2011	Skadden Arps attorney; WRMSA Employee (finance)	WRMSA Employee (finance); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice regarding corporate records	Attorney Client	Privilege Withhold
WRM-PRIV025295-WRM-PRIV025296	08/23/2011	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice with Jay Schall, Esq., Kim Sinatra, Esq. regarding corporate governance and charitable donations	Attorney Client	Privilege Withhold
WRM-PRIV025311-WRM-PRIV025313	10/03/2011	Skadden Arps attorney			Letter providing confidential legal advice regarding removal of director.	Attorney Client	Privilege Withhold
WRM-PRIV025314-WRM-PRIV025316	10/03/2011	Jay Schall, Esq.			Draft meeting minutes reflecting counsel's protected mental impressions regarding removal of Wynn Macau director.	Attorney Client	Privilege Withhold
WRM-PRIV025317-WRM-PRIV025317	10/03/2011	Jay Schall, Esq.			Draft report reflecting counsel's protected mental impressions with Skadden, Arps, Slate, Meagher & Flom and prepared in anticipation of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV025318-WRM-PRIV025319	10/03/2011	Skadden Arps attorney			Draft meeting minutes reflecting confidential legal advice and prepared in anticipation of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV025330-WRM-PRIV025330	10/04/2011	Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney		Email providing confidential information needed to render legal advice regarding director misconduct and corporate governance	Attorney Client	Privilege Withhold

WRM-PRIV025331-WRM-PRIV025332	10/04/2011	Jay Schall, Esq.; Shannon Nadeau	Shannon Nadeau; John Strzemp; WLV Executive (operations); WLV Executive (operations); WDD Executive; Scott Peterson; Kim Sinatra, Esq.; Jay Schall, Esq.; Robert Gansmo; Alexandre Correia DaSilva, Esq.; James Stern; WRL Executive (accounting); WLV Executive (finance); WLV employee (finance); WRL Executive (Strategy & Development); WLV employee (international admin); WLV Executive (human resources); Peter Barnes; WRMSA Employee (corporate finance); WRMSA Executive (finance); WRMSA Employee (purchasing); Marcus Trummer, CPA; WRMSA Employee (cage); WLV Employee (corporate investigations); WRMSA Executive (casino marketing)	Robert Miller; Cindy Mitchum; Marc Schorr; Matt Maddox; Ian Coughlan; Kevin Tourek, Esq.	Email Exchange requesting confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding compliance committee investigation	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV025380-WRM-PRIV025395	10/17/2011	Jay Schall, Esq.			Draft memorandum reflecting confidential legal advice with Gibson, Dunn & Crutcher, LLP regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV027067-WRM-PRIV027076	11/04/2011	Ernst & Young HK employee	Robert Gansmo	Cindy Ku; WRMSA Employee (Wing Lei Chinese restaurant) ; Ernst & Young CPA	Email and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV027094-WRM-PRIV027394	11/24/2011	Robert Gansmo	WRMSA Employee (CPA)		Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client	Privilege Withhold
WRM-PRIV027772-WRM-PRIV027773	11/26/2011	Jay Schall, Esq.			Report reflecting confidential legal advice regarding corporate governance and charitable donations	Attorney Client	Privilege Withhold
WRM-PRIV027774-WRM-PRIV027825	11/28/2011	Angela Lai	Sharon Lam		Email and attachment(s) forwarding privileged communications reflecting legal advice from Jay Schall, Esq. regarding corporate governance business matters.	Attorney Client	Privilege Withhold
WRM-PRIV027826-WRM-PRIV027841	11/28/2011	Jay Schall, Esq.	WRMSA Employee (corporate finance)		Email and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV027842-WRM-PRIV027843	11/28/2011	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice with Jay Schall, Esq., Kim Sinatra, Esq. regarding corporate governance and charitable donations	Attorney Client	Privilege Withhold
WRM-PRIV027844-WRM-PRIV027845	11/28/2011	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice with Jay Schall, Esq., Kim Sinatra, Esq. regarding corporate governance and charitable donations	Attorney Client	Privilege Withhold
WRM-PRIV027948-WRM-PRIV027962	12/19/2011	Jay Schall, Esq.	WRMSA Employee (finance); Clyde Nakashima; WRMSA Employee (corporate finance); Roxane Peper; WRMSA Executive (finance)	Jay Schall, Esq.; Robert Gansmo	Email and attachment(s) providing confidential legal advice regarding corporate records	Attorney Client	Privilege Withhold
WRM-PRIV027971-WRM-PRIV027973	01/04/2012	Jay Schall, Esq.; Freeh Group International Solutions, LLC Executive ; James Stern	Kim Sinatra, Esq.; Jay Schall, Esq.; James Stern; Freeh, Sporkin & Sullivan LLP Executive; Angela Lai, Beatrice Yeung	Freeh, Sporkin & Sullivan LLP Executive; Freeh, Sporkin & Sullivan, LLP attorney; Ian Coughlan; Freeh Group International Solutions, LLC Executive ; James Stern	Email Exchange providing confidential information needed to render legal advice and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028100-WRM-PRIV028184	01/05/2012	Angela Lai	James Stern	Ian Coughlan; Sharon Lam	Email and attachment(s) forwarding confidential information needed to render legal advice at the request of WRL counsel regarding director's misconduct related to Wynn Macau.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028185-WRM-PRIV028269	01/05/2012	Sharon Lam	Angela Lai		Email and attachment(s) compiled at the request of counsel regarding Freeh investigation.	Work Product	Privilege Withhold
WRM-PRIV028457-WRM-PRIV028462	01/20/2012	Jay Schall, Esq.; Skadden Arps attorney;	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Email Exchange providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold

WRM-PRIV028600-WRM-PRIV028612	01/26/2012	Beatrice Yeung; Freeh Group International Solutions, LLC Executive ; Angela Lai; James Stern	WRMSA Employee (VIP services); Freeh Group International Solutions, LLC Executive ; Freeh, Sporkin & Sullivan LLP Executive; Beatrice Yeung; Angela Lai; Jay Schall, Esq.	James Stern; Freeh, Sporkin & Sullivan, LLP attorney; Jay Schall, Esq.; Ian Coughlan; Beatrice Yeung; Freeh Group International Solutions, LLC Executive	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028651-WRM-PRIV028663	01/30/2012	Beatrice Yeung; Beatrice Yeung; Freeh Group International Solutions, LLC Executive ; Angela Lai; James Stern	Angela Lai; Freeh Group International Solutions, LLC Executive ; Freeh, Sporkin & Sullivan LLP Executive; Beatrice Yeung; Jay Schall, Esq.	James Stern; Freeh, Sporkin & Sullivan, LLP attorney; Jay Schall, Esq.; Ian Coughlan; Beatrice Yeung; Freeh Group International Solutions, LLC Executive ; Freeh, Sporkin & Sullivan LLP Executive	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028664-WRM-PRIV028676	01/30/2012	Angela Lai; Beatrice Yeung; Freeh Group International Solutions, LLC Executive ; James Stern	Ian Coughlan; Angela Lai; Freeh Group International Solutions, LLC Executive ; Freeh, Sporkin & Sullivan LLP Executive; Beatrice Yeung; Jay Schall, Esq.	James Stern; Freeh, Sporkin & Sullivan, LLP attorney; Jay Schall, Esq.; Ian Coughlan; Beatrice Yeung; Freeh Group International Solutions, LLC Executive ; Freeh, Sporkin & Sullivan LLP Executive	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028686-WRM-PRIV028687	01/31/2012	Ian Coughlan; Katharine Liu	Jay Schall, Esq.; Robert Gansmo; Ian Coughlan		Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028691-WRM-PRIV028693	01/31/2012	Jay Schall, Esq.; Roxane Peper	Daisy Chan; WRL Executive (accounting); Teri Peers, CPA; Robert Gansmo; Scott Peterson; Samanta Stewart; WRL Executive (Corporate Tax); WLV employee (financial analysis); Jay Schall, Esq.; WLV Employee (treasury); Shannon Nadeau; WLV Executive (finance)	WRL employee (insurance); WRL employee (executive office, assistant); WRL Employee (corporate tax)	Email Exchange and attachment(s) providing confidential information needed to render legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV028737-WRM-PRIV028776	02/06/2012	Skadden Arps attorney	Jay Schall, Esq.	Skadden Arps attorney	Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028777-WRM-PRIV028787	02/06/2012	Jay Schall, Esq.			Draft corporate documents reflecting counsel's protected mental impressions with Jay Schall, Esq. regarding corporate records	Attorney Client	Privilege Withhold
WRM-PRIV028788-WRM-PRIV028811	02/06/2012	Irell & Manella, LLP			Draft corporate documents reflecting confidential legal advice regarding corporate records	Attorney Client	Privilege Withhold
WRM-PRIV029520-WRM-PRIV029544	02/09/2012	Jay Schall, Esq.	Wynn Resorts, Limited/Wynn Macau, Limited/Wynn Resorts (Macau), SA		Memorandum providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV029685-WRM-PRIV029685	02/13/2012	Jay Schall, Esq.; Roxane Peper	Roxane Peper; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV029686-WRM-PRIV029689	02/13/2012	Jay Schall, Esq.; Skadden Arps attorney	Samanta Stewart; Kim Sinatra, Esq.; Victor Goldfield, Esq.; Jay Schall, Esq.	Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice and prepared in anticipation of litigation regarding SEC filing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029690-WRM-PRIV029694	02/13/2012	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney	Email Exchange requesting confidential information needed to render legal advice and prepared in anticipation of litigation regarding SEC filing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029695-WRM-PRIV029699	02/13/2012	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.		Email Exchange requesting confidential information needed to render legal advice with Jay Schall, Esq. and prepared in anticipation of litigation regarding SEC filing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029706-WRM-PRIV029709	02/13/2012	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney		Email Exchange providing confidential legal advice with Jay Schall, Esq. and prepared in anticipation of litigation regarding SEC filing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029712-WRM-PRIV029713	02/13/2012	Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Jay Schall, Esq.		Email Exchange providing confidential legal advice with Jay Schall, Esq. and prepared in anticipation of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029714-WRM-PRIV029719	02/13/2012	Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney	Email and attachment(s) providing confidential information needed to render legal advice and prepared in anticipation of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029724-WRM-PRIV029724	02/14/2012	Jay Schall, Esq.; Roxane Peper	Roxane Peper; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold

WRM-PRIV029725-WRM-PRIV029725	02/14/2012	Jay Schall, Esq.; Kevin Tourek, Esq.	Kevin Tourek, Esq.; Jay Schall, Esq.		Email Exchange requesting confidential information needed to render legal advice and prepared in anticipation of litigation regarding compliance committee investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029729-WRM-PRIV029861	02/14/2012	Skadden Arps attorney	WRMSA Employee (finance); Clyde Nakashima; Jay Schall, Esq.	Skadden Arps attorney	Email and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV029862-WRM-PRIV029865	02/15/2012	Jay Schall, Esq.	Charlotte Hong; Compliance File		Memorandum reflecting confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV029866-WRM-PRIV029867	02/15/2012	Charlotte Hong			Memorandum reflecting confidential legal advice with Jay Schall, Esq. regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV029868-WRM-PRIV029870	02/15/2012	Charlotte Hong			Draft meeting minutes reflecting confidential legal advice with Jay Schall, Esq. regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV029871-WRM-PRIV029872	02/15/2012	Charlotte Hong; Jay Schall, Esq.	Charlotte Hong		Memorandum and attachment(s) reflecting confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV029874-WRM-PRIV029876	02/15/2012	Skadden Arps attorney	Jay Schall, Esq.		Letter providing confidential legal advice regarding removal of officers.	Attorney Client	Privilege Withhold
WRM-PRIV029883-WRM-PRIV029889	02/16/2012	Skadden Arps attorney			Draft letter reflecting confidential legal advice and prepared in anticipation of litigation regarding special board meeting regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029890-WRM-PRIV029897	02/17/2012	Jay Schall, Esq.	Gibson Dunn attorney		Email and attachment(s) providing confidential information needed to render legal advice and protected by Macau Special Administrative Region Law n.º 16/2001 Section I, Article 16 regarding SEC filing	Attorney Client	Privilege Withhold
WRM-PRIV029923-WRM-PRIV029925	02/19/2012	Jay Schall, Esq.	Ian Coughlan		Email and attachment(s) providing confidential legal advice and prepared in anticipation of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029926-WRM-PRIV029929	02/19/2012	Jay Schall, Esq.; Sard Verbinnen Employee; Samanta Stewart; Kim Sinatra, Esq.	Ian Coughlan; Samanta Stewart; Kim Sinatra, Esq. Matt Maddox; Michael Weaver; Jay Schall, Esq.	Matt Maddox; Michael Weaver; Jay Schall, Esq.; SardVerbinnen & Co Distribution List; Sard Verbinnen Employee	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029932-WRM-PRIV029935	02/19/2012	Jay Schall, Esq.; Sard Verbinnen Employee; Samanta Stewart; Kim Sinatra, Esq.	Skadden Arps attorney; Skadden Arps attorney; Samanta Stewart; Kim Sinatra Esq. Matt Maddox; Michael Weaver; Jay Schall, Esq.	Matt Maddox; Michael Weaver; Jay Schall, Esq.; SardVerbinnen & Co Distribution List; Sard Verbinnen Employee	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029938-WRM-PRIV029940	02/19/2012	Jay Schall, Esq.; Sard Verbinnen Employee	Skadden Arps attorney; Skadden Arps attorney; Kim Sinatra, Esq.; Matt Maddox; Michael Weaver; Samanta Stewart; Jay Schall, Esq.	Skadden Arps attorney; SardVerbinnen & Co Distribution List	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029941-WRM-PRIV029943	02/19/2012	Jay Schall, Esq.; Wynn Macau director	Wynn Macau director; Jay Schall, Esq.		Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029956-WRM-PRIV029961	02/19/2012	Skadden Arps attorney			Draft letter reflecting confidential legal advice and prepared in anticipation of litigation regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029972-WRM-PRIV029976	02/20/2012	Jay Schall, Esq.; Daniel Neff, Esq.; Kim Sinatra, Esq.; WRMSA Employee (legal department)	Daniel Neff, Esq.; Kim Sinatra, Esq.; Jay Schall, Esq.; Ian Coughlan	Jay Schall, Esq.; Alexandre Correia DaSilva, Esq.; Jose Carlos Silva, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029977-WRM-PRIV029981	02/20/2012	Jay Schall, Esq.; Kim Sinatra, Esq.; Daniel Neff, Esq.; WRMSA Employee (legal department)	Daniel Neff, Esq.; Kim Sinatra, Esq.; Jay Schall, Esq.; Ian Coughlan	Jay Schall, Esq.; Alexandre Correia DaSilva, Esq.; Jose Carlos Silva, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029982-WRM-PRIV029986	02/20/2012	Jay Schall, Esq.; Kim Sinatra, Esq.; Daniel Neff, Esq.; WRMSA Employee (legal department)	Daniel Neff, Esq.; Kim Sinatra, Esq.; Jay Schall, Esq.; Ian Coughlan	Jay Schall, Esq.; Alexandre Correia DaSilva, Esq.; Jose Carlos Silva, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030114-WRM-PRIV030147	02/20/2012	Ian Coughlan	Jay Schall, Esq.; Robert Gansmo		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding redemption of shares	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030148-WRM-PRIV030153	02/20/2012	Jay Schall, Esq.			Draft letter reflecting confidential legal advice and prepared in the course of litigation removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030170-WRM-PRIV030203	02/20/2012	Ian Coughlan	Katharine Liu		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding redemption of shares	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV030211-WRM-PRIV030213	02/21/2012	Jay Schall, Esq.	Wynn Macau Limited Directors		Letter providing confidential legal advice regarding the removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030214-WRM-PRIV030214	02/21/2012	Jay Schall, Esq.	Daisy Chan		Email providing confidential legal advice and prepared in the course of litigation removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030215-WRM-PRIV030216	02/21/2012	Jay Schall, Esq.	Daisy Chan		Email providing confidential legal advice and prepared in the course of litigation removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030217-WRM-PRIV030217	02/21/2012	Jay Schall, Esq.	Daisy Chan		Email providing confidential legal advice and prepared in the course of litigation removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030218-WRM-PRIV030218	02/21/2012	Jay Schall, Esq.	Daisy Chan		Email providing confidential legal advice and prepared in the course of litigation removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030219-WRM-PRIV030224	02/21/2012	Jay Schall, Esq.			Draft letter providing confidential legal advice regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030225-WRM-PRIV030225	02/21/2012	Jay Schall, Esq.			Draft letter providing confidential legal advice regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030226-WRM-PRIV030227	02/21/2012	Daisy Chan			Draft letter reflecting confidential legal advice regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030228-WRM-PRIV030229	02/21/2012	Daisy Chan			Draft letter reflecting confidential legal advice regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030230-WRM-PRIV030230	02/21/2012	Jay Schall, Esq.			Draft letter reflecting confidential legal advice and prepared in the course of litigation removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030231-WRM-PRIV030234	02/21/2012	Jay Schall, Esq.	Angela Lai		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030329-WRM-PRIV030333	02/21/2012	Jay Schall, Esq.	Daisy Chan		Email providing confidential legal advice and prepared in the course of litigation removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030344-WRM-PRIV030345	02/21/2012	Daisy Chan			Draft filing reflecting confidential legal advice regarding removal of Wynn Macau director.	Work Product	Privilege Withhold
WRM-PRIV030346-WRM-PRIV030347	02/21/2012	Jay Schall, Esq.			Draft letter reflecting confidential legal advice and prepared in the course of litigation removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030348-WRM-PRIV030352	02/21/2012	Jay Schall, Esq.			Draft letter reflecting confidential legal advice and prepared in the course of litigation removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030353-WRM-PRIV030358	02/21/2012	Jay Schall, Esq.			Draft letter reflecting confidential legal advice and prepared in the course of litigation removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030359-WRM-PRIV030361	02/21/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice and prepared in the course of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030362-WRM-PRIV030363	02/21/2012	Peter Barnes; Ian Coughlan; Hill & Associates Executive	Ian Coughlan; Peter Barnes	Hill & Associates Executive (EVP)	Email Exchange prepared in the course of litigation confidential communications with invetigative firm Hill & Associates performed at the request of counsel regarding director's misconduct in Korea.	Work Product	Privilege Withhold
WRM-PRIV030366-WRM-PRIV030371	02/22/2012	Jay Schall, Esq.; Kim Sinatra, Esq.; Daniel Neff, Esq.; Katharine Liu	Kim Sinatra, Esq.; Jay Schall, Esq.; Katharine Liu; Sard Verbinen & Co. Employee; Matt Maddox; Samanta Stewart; WLV employee (public relations); Michael Weaver; WLV Executive (Public Relations); BHFS attorney; Robert Shapiro, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; James Pisanelli; Jeffrey Soza, Esq. ; BHFS attorney; Glaser Weil LLP attorney; Marc Schorr; Kim Sinatra, Esq.; Ian Coughlan; Jay Schall, Esq.; Todd Bice, Esq.; Debra Spinelli, Esq.; Daniel Neff, Esq.	Ian Coughlan; SardVerbinnen & Co Distribution List; Paul Rowe, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030431-WRM-PRIV030436	02/22/2012	Katharine Liu; Michael Weaver; Sard Verbinen Executive	Ian Coughlan; Jay Schall, Esq.; Katharine Liu; WLRK attorney; Kim Sinatra, Esq.; Daniel Neff, Esq.; Michael Weaver	Sard Verbinen & Co. Executive ; Sard Verbinen Employee	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030437-WRM-PRIV030438	02/23/2012	Jay Schall, Esq.	Angela Lai; Daisy Chan; Linda Chen; Allan Zeman	Jay Schall, Esq.; Kim Sinatra, Esq.	Email Exchange requesting confidential information needed to render legal advice and prepared in the course of litigation regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030592-WRM-PRIV030594	02/23/2012	Daisy Chan			Draft letter prepared in the course of litigation regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV030595-WRM-PRIV030596	02/23/2012	Daisy Chan			Letter reflecting counsel's protected mental impressions with Wynn Legal Department and prepared in the course of litigation regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030597-WRM-PRIV030598	02/23/2012	Jay Schall, Esq.			Draft letter reflecting confidential legal advice and prepared in the course of litigation regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030612-WRM-PRIV030613	02/23/2012	Jay Schall, Esq.; Roxane Peper	Roxane Peper; Jay Schall, Esq.; Linda Chen; Allan Zeman	Kim Sinatra, Esq.; Jay Schall, Esq.	Email Exchange requesting confidential information needed to render legal advice and prepared in the course of litigation regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030657-WRM-PRIV030710	02/23/2012	Jay Schall, Esq.; Katharine Liu	Allan Zeman; Wynn Macau director; Wynn Macau director; Ian Coughlan; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030718-WRM-PRIV030721	02/23/2012	Jay Schall, Esq.; Roxane Peper	Roxane Peper; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV030733-WRM-PRIV030735	02/23/2012	Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney	WRMSA Employee (finance)	Email and attachment(s) requesting confidential legal advice and prepared in the course of litigation regarding corporate records and removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030753-WRM-PRIV030806	02/23/2012	Katharine Liu	Ian Coughlan; Jay Schall, Esq.		Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030807-WRM-PRIV030807	02/23/2012	Jay Schall, Esq.			Draft letter reflecting confidential legal advice and prepared in the course of litigation removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030808-WRM-PRIV030809	02/23/2012	Jay Schall, Esq.			Draft letter reflecting confidential legal advice and prepared in the course of litigation regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030810-WRM-PRIV030812	02/23/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice and prepared in the course of litigation regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030813-WRM-PRIV030815	02/23/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice and prepared in the course of litigation regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030816-WRM-PRIV030817	02/23/2012	Jay Schall, Esq.			Hand-written note reflecting counsel's protected mental impressions with Jay Schall, Esq. and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030818-WRM-PRIV030824	02/23/2012	Katharine Liu; Katharine Liu	Ian Coughlan; Jay Schall, Esq.; Ian Coughlan; Jay Schall, Esq.		Email providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030850-WRM-PRIV030851	02/24/2012	Charlotte Hong			Draft letter reflecting confidential legal advice with Wynn Legal Department and prepared in the course of litigation regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030870-WRM-PRIV030870	02/24/2012	Daisy Chan			Draft letter reflecting confidential legal advice with Wynn Legal Department and prepared in the course of litigation regarding removal of Wynn Macau director..	Work Product	Privilege Withhold
WRM-PRIV030871-WRM-PRIV030874	02/24/2012	Jay Schall, Esq.			Draft meeting minutes providing confidential legal advice and prepared in the course of litigation regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030875-WRM-PRIV030875	02/24/2012	Hoi Kou			Draft press release reflecting counsel's protected mental impressions with Jay Schall, Esq. and prepared in the course of litigation regarding removal.	Work Product	Privilege Withhold
WRM-PRIV030876-WRM-PRIV030878	02/24/2012	Skadden Arps attorney			Draft meeting minutes reflecting counsel's protected mental impressions and prepared in the course of litigation regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030879-WRM-PRIV030880	02/24/2012	Jay Schall, Esq.; Debra Yang, Esq.; Kim Sinatra, Esq.	Debra Wong Yang, Esq.; Jay Schall, Esq.	Kim Sinatra, Esq.; Gibson Dunn Attorney ; Debra Yang, Esq.	Email Exchange requesting confidential information needed to render legal advice and prepared in the course of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030881-WRM-PRIV030882	02/24/2012	Jay Schall, Esq.; Debra Yang, Esq.; Kim Sinatra, Esq.	Debra Wong Yang, Esq.; Jay Schall, Esq.	Kim Sinatra, Esq.; Gibson Dunn Attorney ; Debra Yang, Esq.	Email Exchange requesting confidential information needed to render legal advice and prepared in the course of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV030883-WRM-PRIV030883	02/24/2012	Jay Schall, Esq.; Kim Sinatra, Esq.	Debra Wong Yang, Esq.; Jay Schall, Esq.	Kim Sinatra, Esq.; Debra Yang, Esq.	Email Exchange requesting confidential information needed to render legal advice with Jay Schall, Esq. and prepared in the course of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030893-WRM-PRIV030895	02/24/2012	Jay Schall, Esq.; Michael Weaver; Kim Sinatra, Esq.; Sard Verbinen & Co. Employee	Sard Verbinen Executive; Michael Weaver; Sard Verbinen & Co. Executive ; Jay Schall, Esq.; Matt Maddox; Kim Sinatra, Esq.; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Ian Coughlan; Robert Shapiro, Esq.; Glaser Weil LLP attorney; Jeffrey Soza, Esq.; Daniel Neff, Esq.; WLRK attorney, Esq.; J. Colby Williams, Esq.; Donald Campbell, Esq; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.	Kim Sinatra, Esq.; Sard Verbinen & Co Distribution List	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030898-WRM-PRIV030900	02/24/2012	Jay Schall, Esq.; Assistant to WML Director; Daisy Chan	Assistant to WML Director; Jay Schall, Esq.; Wynn Macau director; Assistant to WML Director; Wynn Macau director; Assistant to WML Director ; Assistant to WML Director; Wynn Macau director; Daisy Chan	Jay Schall, Esq.	Email Exchange requesting confidential information needed to render legal advice and prepared in the course of litigation regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030909-WRM-PRIV030911	02/24/2012	Jay Schall, Esq.; Kim Sinatra, Esq.; Sard Verbinen & Co. Employee	Kim Sinatra, Esq.; Jay Schall, Esq.; Matt Maddox; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Ian Coughlan; Robert Shapiro, Esq.; Glaser Weil LLP attorney; Jeffrey Soza, Esq.; Daniel Neff, Esq.; WLRK attorney, Esq.; J. Colby Williams, Esq.; Donald Campbell, Esq; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.	Sard Verbinen & Co Distribution List	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030942-WRM-PRIV030943	02/24/2012	Jay Schall, Esq.; Assistant to WML Director; Daisy Chan	Assistant to WML Director; Jay Schall, Esq.; Wynn Macau director; Assistant to WML Director; Wynn Macau director; Assistant to WML Director ; Assistant to WML Director; Daisy Chan; Wynn Macau director	Jay Schall, Esq.	Email Exchange requesting confidential information needed to render legal advice and prepared in the course of litigation regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030966-WRM-PRIV030967	02/24/2012	Jay Schall, Esq.; Allan Zeman	Allan Zeman; Jay Schall, Esq.; Linda Chen	Kim Sinatra, Esq.; Allan Zeman; Jay Schall, Esq.	Email Exchange requesting confidential information needed to render legal advice and prepared in the course of litigation regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030972-WRM-PRIV030974	02/24/2012	Jay Schall, Esq.; Wynn Macau director; Daisy Chan	Wynn Macau director; Jay Schall, Esq.; Daisy Chan		Email Exchange requesting confidential information needed to render legal advice and prepared in the course of litigation regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030989-WRM-PRIV030991	02/24/2012	Jay Schall, Esq.; Angela Lai	Angela Lai; Jay Schall, Esq.; Daisy Chan; Linda Chen; Allan Zeman	Jay Schall, Esq.; Kim Sinatra, Esq.	Email Exchange requesting confidential information needed to render legal advice and prepared in the course of litigation regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030992-WRM-PRIV030994	02/24/2012	Jay Schall, Esq.; Wynn Macau director; Daisy Chan	Wynn Macau director; Jay Schall, Esq.; Daisy Chan		Email Exchange requesting confidential information needed to render legal advice and prepared in the course of litigation regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031156-WRM-PRIV031157	02/24/2012	Allan Zeman; Wynn Macau director; Jay Schall, Esq.	Wynn Macau director		Email Exchange reflecting confidential legal advice with Jay Schall, Esq. and prepared in the course of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031169-WRM-PRIV031169	02/24/2012	Jay Schall, Esq.			Draft letter reflecting confidential legal advice and prepared in the course of litigation regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV031170-WRM-PRIV031170	02/24/2012	Jay Schall, Esq.			Draft letter reflecting confidential legal advice and prepared in the course of litigation regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031171-WRM-PRIV031171	02/24/2012	Jay Schall, Esq.			Notes reflecting counsel's protected mental impressions and prepared in the course of litigation regarding removal of Wynn Macau director..	Work Product	Privilege Withhold
WRM-PRIV031172-WRM-PRIV031173	02/24/2012	Wynn Macau director; Jay Schall, Esq.	Jay Schall, Esq.		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031177-WRM-PRIV031185	02/24/2012	Katharine Liu; Katharine Liu	Ian Coughlan; Jay Schall, Esq.; Ian Coughlan; Jay Schall, Esq.		Email providing confidential information needed to render legal advice regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031186-WRM-PRIV031188	02/24/2012	Sard Verbinnen & Co. Executive ; Michael Weaver; Kim Sinatra, Esq.; Sard Verbinnen & Co. Employee	Sard Verbinnen Executive; Jay Schall, Esq.; Michael Weaver; Sard Verbinnen & Co. Executive ; Matt Maddox; Kim Sinatra, Esq.; Samanta Stewart; Katharine Liu; Deanna Petit; WLV employee (public relations); Marc Schorr; Ian Coughlan; Robert Shapiro, Esq.; Glaser Weil LLP attorney; Jeffrey Soza, Esq.; Daniel Neff, Esq.; WLRK attorney, Esq.; J. Colby Williams, Esq.; Donald Campbell, Esq; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.	Kim Sinatra, Esq.; SardVerbinnen & Co Distribution List	Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031196-WRM-PRIV031213	02/25/2012	Jay Schall, Esq.; Sard Verbinnen & Co. Employee	Allan Zeman; Wynn Macau director; Wynn Macau director; Wynn Macau director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq.; Ian Coughlan; Robert Shapiro, Esq.; Jeffrey Soza, Esq.; Glaser Weil LLP attorney; Daniel Neff, Esq.; WLRK attorney, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee	Wynn - SardVerbinnen & Co Distribution List	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031216-WRM-PRIV031254	02/26/2012	Jay Schall, Esq.; Sard Verbinnen Employee	Allan Zeman; Wynn Macau director; Wynn Macau director; Wynn Macau director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq.; Ian Coughlan; Robert Shapiro, Esq.; Jeffrey Soza, Esq.; Glaser Weil LLP attorney; Daniel Neff, Esq.; WLRK attorney, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee	Wynn - SardVerbinnen & Co Distribution List	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031360-WRM-PRIV031362	02/26/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice and prepared in the course of litigation regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV031363-WRM-PRIV031365	02/27/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice and prepared in the course of litigation regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031389-WRM-PRIV031390	02/27/2012	Jay Schall, Esq.	Tricor Services Ltd. Officer (corporate services)	Skadden Arps attorney; Angela Lai; Skadden Arps attorney; WRMSA Employee (corporate finance); Jay Schall, Esq.	Email and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV031417-WRM-PRIV031421	02/28/2012	Jay Schall, Esq.			Chart reflecting counsel's protected mental impressions regarding company valuation	Attorney Client	Privilege Withhold
WRM-PRIV031422-WRM-PRIV031491	02/28/2012	Jay Schall, Esq.; Sard Verbinen Employee	Allan Zeman; Wynn Macau director; Wynn Macau director; Wynn Macau director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq.; Ian Coughlan; Robert Shapiro, Esq.; Jeffrey Soza, Esq.; Glaser Weil LLP attorney; Daniel Neff, Esq.; WLRK attorney, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee	Wynn - SardVerbinen & Co Distribution List	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031527-WRM-PRIV031528	02/28/2012	Jay Schall, Esq.; Jose Carlos Silva, Esq.; Jay Schall, Esq.	Jose Carlos Silva, Esq.; Jay Schall, Esq.; Jose Carlos Silva, Esq.; Kim Sinatra, Esq.	Ian Coughlan	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031555-WRM-PRIV031555	02/28/2012	Jay Schall, Esq.	Jay Schall, Esq.		Email providing confidential legal advice with Jay Schall, Esq. and prepared in the course of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031556-WRM-PRIV031581	02/28/2012	Jay Schall, Esq.; Sard Verbinen & Co. Employee	Allan Zeman; Wynn Macau director; Wynn Macau director; Wynn Macau director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq.; Ian Coughlan; Robert Shapiro, Esq.; Jeffrey Soza, Esq.; Glaser Weil LLP attorney; Daniel Neff, Esq.; WLRK attorney, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee	Wynn - SardVerbinen & Co Distribution List	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031589-WRM-PRIV031592	02/28/2012	Frank Cassella; Wynn Las Vegas Corporate Accounting Distribution List	Skadden Arps attorney; Frank Cassella		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding SEC filing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031678-WRM-PRIV031680	02/28/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice and prepared in the course of litigation regarding removal of Wynn Macau director..	Work Product	Privilege Withhold

WRM-PRIV031764-WRM-PRIV031794	02/29/2012	Jay Schall, Esq.; Sard Verbinen & Co. Employee	Allan Zeman; Wynn Macau director; Wynn Macau director; Wynn Macau director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq.; Ian Coughlan; Robert Shapiro, Esq.; Jeffrey Soza, Esq.; Glaser Weil LLP attorney; Daniel Neff, Esq.; WLRK attorney, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee	Wynn - SardVerbinen & Co Distribution List	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032246-WRM-PRIV032258	03/01/2012	Ernst & Young Accountant			Draft letter reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services with Ernst & Young regarding corporate governance business matters	Accountant Client	Privilege Withhold
WRM-PRIV032259-WRM-PRIV032261	03/01/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice and prepared in the course of litigation regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032262-WRM-PRIV032264	03/01/2012	Jay Schall, Esq.			Draft notes reflecting counsel's protected mental impressions and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032268-WRM-PRIV032283	03/01/2012	Jay Schall, Esq.; Sard Verbinen Employee	Allan Zeman; Wynn Macau director; Wynn Macau director; Wynn Macau director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq.; Ian Coughlan; Robert Shapiro, Esq.; Glaser Weil LLP attorney; Jeffrey Soza, Esq.; Daniel Neff, Esq.; WLRK attorney, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee	Wynn - SardVerbinen & Co Distribution List	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032284-WRM-PRIV032287	03/01/2012	Jay Schall, Esq.	Wynn Macau director	Jay Schall, Esq.	Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032288-WRM-PRIV032330	03/01/2012	Skadden Arps attorney	WRMSA Employee (finance); Clyde Nakashima; Frank Cassella; Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney	Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032331-WRM-PRIV032334	03/01/2012	Clyde Nakashima	Jay Schall, Esq.	WRMSA Employee (finance)	Email and attachment(s) reflecting confidential legal advice regarding corporate records	Attorney Client	Privilege Withhold
WRM-PRIV032335-WRM-PRIV032349	03/01/2012	Kim Sinatra, Esq.; Sard Verbinen & Co. Employee	Allan Zeman; Alvin Shoemaker; Boone Wayson; Wynn Macau director; Assistant to WRL Director ; Cindy Mitchum; Elaine Wynn; Ian Coughlan; Assistant to WRL Director; WRL employee (executive office admin); Wynn Macau director; John Moran; WRL employee (assistant to executive offices); Linda Chen; WRL Employee (executive office); Marc Schorr; Wynn Macau director; Robert Miller; WRL Director; Kim Sinatra, Esq.	Michael Weaver; Wynn - SardVerbinen & Co Distribution List	Email Exchange and attachment(s) providing confidential legal advice and reflecting the common legal interest and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV032350-WRM-PRIV032353	03/02/2012	Jay Schall, Esq.; Gibson Dunn Attorney	Gibson Dunn Attorney ; Jay Schall, Esq.; Kevin Tourek, Esq.; Robert Gansmo	Debra Yang; Jay Schall, Esq.	Email Exchange providing confidential information needed to render legal advice with Jay Schall, Esq. and prepared in the course of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032354-WRM-PRIV032364	03/02/2012	Clyde Nakashima; WRMSA Employee (finance)	Jay Schall, Esq.; Clyde Nakashima		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032365-WRM-PRIV032368	03/02/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice and prepared in the course of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032369-WRM-PRIV032371	03/02/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice and prepared in the course of litigation regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032372-WRM-PRIV032400	03/03/2012	Jay Schall, Esq.; Sard Verbinnen & Co. employee	Allan Zeman; Wynn Macau director; Wynn Macau director; Wynn Macau director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq.; Ian Coughlan; Robert Shapiro, Esq.; Glaser Weil LLP attorney; Jeffrey Soza, Esq.; Daniel Neff, Esq.; WLRK attorney, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee	Wynn - SardVerbinnen & Co Distribution List	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032408-WRM-PRIV032412	03/03/2012	Jay Schall, Esq.; Roxane Peper; Kevin Tourek, Esq.; Townsend and Townsend Attorney	Ian Coughlan; Katharine Liu; Jay Schall, Esq.; Roxane Peper; Kevin Tourek, Esq.; Townsend and Townsend Attorney; Owen, Wickersham & Erickson, P.C. attorney	Owen, Wickersham & Erickson, P.C. attorney; Owen, Wickersham & Erickson, P.C. employee; Owen, Wickersham & Erickson, P.C. paralegal	Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding rebranding of Okada restaurant.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032413-WRM-PRIV032434	03/03/2012	Jay Schall, Esq.; Sard Verbinnen & Co. Employee	Allan Zeman; Wynn Macau director; Wynn Macau director; Wynn Macau director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq.; Ian Coughlan; Robert Shapiro, Esq.; Glaser Weil LLP attorney; Jeffrey Soza, Esq.; Daniel Neff, Esq.; WLRK attorney, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee	Wynn - SardVerbinnen & Co Distribution List	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV032521-WRM-PRIV032546	03/05/2012	Jay Schall, Esq.; Sard Verbinen & Co. Employee	Allan Zeman; Wynn Macau director; Wynn Macau director; Wynn Macau director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq.; Ian Coughlan; Robert Shapiro, Esq.; Glaser Weil LLP attorney; Jeffrey Soza, Esq.; Daniel Neff, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee	Wynn - SardVerbinen & Co Distribution List	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032554-WRM-PRIV032603	03/05/2012	Skadden Arps attorney; WRMSA Employee (finance); Clyde Nakashima	WRMSA Employee (finance); Skadden Arps attorney; Clyde Nakashima	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.; WRMSA Employee (finance)	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032604-WRM-PRIV032775	03/05/2012	Skadden Arps attorney; Clyde Nakashima	Clyde Nakashima; Skadden Arps attorney		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032776-WRM-PRIV032778	03/05/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice and prepared in the course of litigation regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032779-WRM-PRIV032781	03/05/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice and prepared in the course of litigation regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032782-WRM-PRIV032795	03/05/2012	Kim Sinatra, Esq.	Allan Zeman; Alvin Shoemaker; Boone Wayson; Wynn Macau director; Assistant to WRL Director ; Cindy Mitchum; Elaine Wynn; Ian Coughlan; Assistant to WRL Director; WRL employee (executive office admin); Wynn Macau director; John Moran; WRL employee (assistant to executive offices); Linda Chen; WRL Employee (executive office); Marc Schorr; Wynn Macau director; Robert Miller; WRL Director	Jay Schall, Esq.	Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032800-WRM-PRIV032987	03/05/2012	Robert Gansmo; Jay Schall, Esq.; Gibson Dunn Attorney	Clyde Nakashima; David Ullrich; WRMSA Executive (Planning & Analysis); WRMSA Executive (finance); Gibson Dunn Attorney ; Kevin Tourek, Esq.; Robert Gansmo	Debra Yang, Esq.; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV035098-WRM-PRIV035109	03/06/2012	Jay Schall, Esq.; Sard Verbinen Employee	Allan Zeman; Wynn Macau director; Wynn Macau director; Wynn Macau director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq.; Ian Coughlan; Robert Shapiro, Esq.; Glaser Weil LLP attorney; Jeffrey Soza, Esq.; Daniel Neff, Esq.; WLRK attorney, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee	Wynn - SardVerbinen & Co Distribution List	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV035307-WRM-PRIV035325	03/07/2012	Daisy Chan	WRMSA Employee (finance); Clyde Nakashima		Email and attachment(s) reflecting confidential legal advice with Jay Schall, Esq. and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035326-WRM-PRIV035328	03/07/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice and prepared in the course of litigation regarding removal of Wynn Macau director..	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035377-WRM-PRIV035402	03/08/2012	Jay Schall, Esq.; Sard Verbinen Employee	Allan Zeman; Wynn Macau director; Wynn Macau director; Wynn Macau director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq.; Shannon Nadeau; Ian Coughlan; Robert Shapiro, Esq.; Glaser Weil LLP attorney; Jeffrey Soza, Esq.; Daniel Neff, Esq.; WLRK attorney, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee	Wynn - SardVerbinen & Co Distribution List	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035411-WRM-PRIV035414	03/08/2012	WRMSA Employee (finance)	Skadden Arps attorney; Skadden Arps attorney	Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035415-WRM-PRIV035591	03/08/2012	Skadden Arps attorney; WRMSA Employee (finance)	WRMSA Employee (finance); Skadden Arps attorney; Skadden Arps attorney		Email Exchange and attachment(s) reflecting confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035592-WRM-PRIV035810	03/08/2012	Clyde Nakashima	Robert Gansmo	WRMSA Employee (finance)	Email and attachment(s) reflecting counsel's protected mental impressions with Wynn Legal Department and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035812-WRM-PRIV035833	03/09/2012	Jay Schall, Esq.; Sard Verbinen Employee	Allan Zeman; Wynn Macau director; Wynn Macau director; Wynn Macau director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq. Shannon Nadeau; Ian Coughlan; Robert Shapiro, Esq.; Glaser Weil LLP attorney; WLRK attorney, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee	Wynn - SardVerbinen & Co Distribution List	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035834-WRM-PRIV035903	03/09/2012	WRMSA Employee (finance)	Skadden Arps attorney	Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035904-WRM-PRIV035938	03/09/2012	WRMSA Employee (finance)	Skadden Arps attorney	Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035942-WRM-PRIV036062	03/09/2012	WRMSA Executive (Planning & Analysis)			Spreadsheet providing confidential information needed to render legal advice prepared at the request of counsel, Gibson Dunn Attorney regarding SEC investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV036063-WRM-PRIV036191	03/09/2012	WRMSA Executive (Planning & Analysis); Robert Gansmo; Shannon Nadeau; Gibson Dunn Attorney ; Kevin Tourek, Esq.	Robert Gansmo; Shannon Nadeau; Kevin Tourek, Esq.; Jay Schall, Esq.	Jay Schall, Esq.; WRMSA Executive (finance); Clyde Nakashima; WRMSA Executive (Planning & Analysis) ; David Ullrich; Gibson Dunn Attorney ; Debra Yang, Esq.	Email Exchange and attachment(s) requesting confidential information needed to render legal advice and prepared in the course of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV036439-WRM-PRIV036474	03/09/2012	Ben Lo	Robert Gansmo	WRMSA Executive (finance)	Email and attachment(s) compiling confidential information at the request of Deb Yang, Esq. regarding SEC investigation regarding allegations of alleged WRL wrongdoing.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV036600-WRM-PRIV036666	03/09/2012	Jay Schall, Esq.	Compliance File, Wynn Resorts, Limited/Wynn Macau Limited/Wynn Resorts (Macau), SA		Memorandum reflecting confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV036667-WRM-PRIV036674	03/09/2012	Robert Gansmo			Spreadsheet report compiled at the request of counsel regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV036675-WRM-PRIV036814	03/09/2012	Robert Gansmo			Spreadsheet providing confidential information needed to render legal advice prepared at the request of counsel regarding SEC investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV036819-WRM-PRIV036826	03/10/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV036827-WRM-PRIV036846	03/12/2012	Jay Schall, Esq.; Sard Verbinen & Co. Employee	Allan Zeman; Wynn Macau director; Wynn Macau director; Wynn Macau director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq., Shannon Nadeau; Ian Coughlan; Robert Shapiro, Esq.; Jeffrey Soza, Esq.; Glaser Weil LLP attorney; Daniel Neff, Esq.; WLRK attorney, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee	Wynn - SardVerbinen & Co Distribution List	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV036851-WRM-PRIV036898	03/12/2012	Jay Schall, Esq.	WRMSA Employee (finance); Clyde Nakashima		Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding redemption of shares	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV036899-WRM-PRIV036909	03/12/2012	Tricor Services Ltd. Officer (corporate services)	Ian Coughlan	WRMSA Employee (corporate finance); Jay Schall, Esq.; WRMSA Employee (executive office)	Email and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV036910-WRM-PRIV036920	03/12/2012	Tricor Services Ltd. Officer (corporate services)	Allan Zeman	WRMSA Employee (corporate finance); Jay Schall, Esq.; LFK Group employee	Email and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV036921-WRM-PRIV036931	03/12/2012	Tricor Services Ltd. Officer (corporate services)	Wynn Macau director	WRMSA Employee (corporate finance); Assistant to WML Director; Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV036932-WRM-PRIV036942	03/12/2012	Tricor Services Ltd. Officer (corporate services)	Wynn Macau director	WRMSA Employee (corporate finance); Jay Schall, Esq.; Assistant to WML Director	Email and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV036943-WRM-PRIV036953	03/12/2012	Tricor Services Ltd. Officer (corporate services)	Wynn Macau director	Assistant to WML Director; WRMSA Employee (corporate finance); Jay Schall, Esq.	Email and attachment(s) requesting confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV036954-WRM-PRIV036957	03/12/2012	Katharine Liu; Ian Coughlan	Ian Coughlan; Katharine Liu; Jay Schall, Esq.		Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV036958-WRM-PRIV036983	03/13/2012	Jay Schall, Esq.; Sard Verbinen Employee	Allan Zeman; Wynn Macau director; Wynn Macau director; Wynn Macau director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq.; Shannon Nadeau; Ian Coughlan; Robert Shapiro, Esq.; Jeffrey Soza, Esq.; Glaser Weil LLP attorney; Daniel Neff, Esq.; WLRK attorney, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee	Wynn - SardVerbinen & Co Distribution List	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV036986-WRM-PRIV037010	03/13/2012	WRMSA Employee (finance)	Skadden Arps attorney	Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV037011-WRM-PRIV037031	03/13/2012	WRMSA Employee (finance)	Skadden Arps attorney	Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV037032-WRM-PRIV037376	03/13/2012	Skadden Arps attorney; WRMSA Employee (finance)	WRMSA Employee (finance); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV037520-WRM-PRIV037536	03/14/2012	Jay Schall, Esq.; Sard Verbinen Employee	Allan Zeman; Wynn Macau director; Wynn Macau director; Wynn Macau director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq.; Shannon Nadeau; Ian Coughlan; Robert Shapiro, Esq.; Jeffrey Soza, Esq.; Glaser Weil LLP attorney; Daniel Neff, Esq.; WLRK attorney, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee	Wynn - SardVerbinen & Co Distribution List	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV037537-WRM-PRIV037564	03/14/2012	Ernst & Young			Report reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client	Privilege Withhold
WRM-PRIV037565-WRM-PRIV037786	03/14/2012	Clyde Nakashima	Charlotte Hong; Linda Chen; John Strzemp; Matt Maddox; Kim Sinatra, Esq.; Samanta Stewart; Robert Gansmo; WRMSA Executive (finance); Teri Peers, CPA; WRL Executive (Corporate Tax); WDD Executive (Project Development); Wynn Design & Development Executive (Finance); Marcus Trummer, CPA; Frank Casella; Oscar Lam; Ana Sofia Chaves, Esq.; Ben Lo; WRMSA Employee (security); Ernst & Young (audit partner); Ernst & Young Accountant; Ernst & Young HK employee; Skadden Arps attorney; Skadden Arps attorney	WRL Executive (accounting); Jay Schall, Esq.; WRMSA Employee (finance); WRMSA Employee (corporate finance)	Email Exchange and attachment(s) requesting confidential information needed to render legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate records	Accountant Client; Attorney Client; Work Product	Privilege Withhold

WRM-PRIV037787-WRM-PRIV037797	03/15/2012	Jay Schall, Esq.; Kim Sinatra, Esq.	WRMSA Employee (finance); Clyde Nakashima; WRL Executive (accounting); Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters.	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV037798-WRM-PRIV037799	03/15/2012	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; WRL Executive (accounting); Jay Schall, Esq.		Email Exchange providing confidential legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate records	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV037800-WRM-PRIV037934	03/15/2012	Skadden Arps attorney; Clyde Nakashima	WRMSA Employee (finance); Clyde Nakashima; John Strzemp; Matt Maddox; Kim Sinatra, Esq.; Samanta Stewart; Robert Gansmo; WRMSA Executive (finance); Teri Peers, CPA; WRL Executive (Corporate Tax); WDD Executive (Project Development); Wynn Design & Development Executive (Finance); Marcus Trummer, CPA; Frank Casella; Oscar Lam; Ana Sofia Chavez, Esq.; Ben Lo; WRMSA Employee (security); Ernst & Young (audit partner); Ernst & Young Accountant; Ernst & Young HK employee; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney; Jay Schall, Esq.; WRL Executive (accounting); WRMSA Employee (finance); WRMSA Employee (corporate finance)	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate records	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV037935-WRM-PRIV038069	03/15/2012	Clyde Nakashima; Skadden Arps attorney; WRMSA Employee (finance)	Skadden Arps attorney; Clyde Nakashima; John Strzemp; Matt Maddox; Kim Sinatra, Esq.; Samanta Stewart; Robert Gansmo; WRMSA Executive (finance); Teri Peers, CPA; WRL Executive (Corporate Tax); WDD Executive (Project Development); Wynn Design & Development Executive (Finance); Marcus Trummer, CPA; Frank Casella; Oscar Lam; Ana Sofia Chavez, Esq.; Ben Lo; WRMSA Employee (security); Ernst & Young (audit partner); Ernst & Young Accountant; Ernst & Young HK employee; Skadden Arps attorney; Skadden Arps attorney	WRMSA Employee (finance); Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney; WRL Executive (accounting); WRMSA Employee (corporate finance)	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate records	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV038070-WRM-PRIV038071	03/15/2012	Jay Schall, Esq.			Corporate documents reflecting confidential legal advice with Wynn Legal Department and prepared in the course of litigation regarding corporate governance and charitable donations	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV038072-WRM-PRIV038073	03/15/2012	Clyde Nakashima			Report reflecting counsel's protected mental impressions with Jay Schall, Esq. regarding stock exchange filings.	Attorney Client	Privilege Withhold
WRM-PRIV038074-WRM-PRIV038075	03/15/2012	Ernst & Young			Draft schedule reflecting confidential communications with Ernst & Young for the purpose of facilitating the rendition of professional accounting services regarding stock exchange filings.	Accountant Client	Privilege Withhold
WRM-PRIV038076-WRM-PRIV038110	03/16/2012	WRMSA Employee (finance)	Skadden Arps attorney	Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV038239-WRM-PRIV038254	03/17/2012	Clyde Nakashima; Victor Goldfeld, Esq.	Jay Schall, Esq.; WRL Executive (accounting); Frank Cassella; Clyde Nakashima	WRMSA Employee (finance); WRL Executive (accounting); Kim Sinatra, Esq.; Daniel Neff, Esq.	Email Exchange and attachment(s) reflecting confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV038255-WRM-PRIV038285	03/17/2012	WRMSA Employee (finance)	Skadden Arps attorney	Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV040013-WRM-PRIV040037	03/19/2012	Jay Schall, Esq.; Sard Verbinen Employee	Allan Zeman; Wynn Macau director; Wynn Macau director; Wynn Macau director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq., Shannon Nadeau; Ian Coughlan; Robert Shapiro, Esq.; Jeffrey Soza, Esq.; Glaser Weil LLP attorney; Daniel Neff, Esq.; WLRK attorney, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee	Wynn - SardVerbinen & Co Distribution List	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV040038-WRM-PRIV040040	03/19/2012	WRMSA Employee (finance)	Skadden Arps attorney	Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV040041-WRM-PRIV040051	03/19/2012	WRMSA Employee (finance)	Skadden Arps attorney	Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV040500-WRM-PRIV040504	03/20/2012	Clyde Nakashima; Victor Goldfeld, Esq.	Jay Schall, Esq.; WRL Executive (accounting); Frank Cassella; Clyde Nakashima	WRMSA Employee (finance); Kim Sinatra, Esq.; Daniel Neff, Esq.; WLRK employee	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV040505-WRM-PRIV040512	03/20/2012	WRMSA Employee (finance)	Skadden Arps attorney	Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV040617-WRM-PRIV041041	03/20/2012	Skadden Arps attorney	WRMSA Employee (finance)	Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV041042-WRM-PRIV041213	03/20/2012	Skadden Arps attorney			Corporate documents reflecting counsel's protected mental impressions and prepared in anticipation of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV041214-WRM-PRIV041264	03/20/2012	Jay Schall, Esq.			Draft corporate documents reflecting counsel's protected mental impressions and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV041265-WRM-PRIV041872	03/21/2012	Jay Schall, Esq.; Tricor Services Ltd. Officer (corporate services)	Tricor Services Ltd. Officer (corporate services); Jay Schall, Esq.		Email Exchange and attachment(s) reflecting confidential legal advice with Jay Schall, Esq. and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV041874-WRM-PRIV041881	03/22/2012	WRMSA Employee (finance)	Skadden Arps attorney	Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV041882-WRM-PRIV041896	03/22/2012	WRMSA Employee (finance)	Skadden Arps attorney	Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV042122-WRM-PRIV042568	03/23/2012	Clyde Nakashima	Robert Gansmo	WRL Executive (accounting)	Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate records	Accountant Client	Privilege Withhold
WRM-PRIV042571-WRM-PRIV042579	03/26/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice with Jay Schall, Esq. regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV042580-WRM-PRIV042588	03/26/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV042589-WRM-PRIV042612	03/27/2012	Jay Schall, Esq.	WRMSA Employee (corporate finance)		Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV042630-WRM-PRIV042905	03/28/2012	Skadden Arps attorney	WRMSA Employee (finance); Clyde Nakashima; WRMSA Employee (corporate finance); Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney	Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV042908-WRM-PRIV042938	04/03/2012	Jay Schall, Esq.; Sard Verbinen Employee	Allan Zeman; Wynn Macau director; Wynn Macau director; Wynn Macau director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq., Shannon Nadeau; Ian Coughlan; Robert Shapiro, Esq.; Jeffrey Soza, Esq.; Glaser Weil LLP attorney; Daniel Neff, Esq.; WLRK attorney, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee	Wynn - SardVerbinen & Co Distribution List	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV042940-WRM-PRIV042941	04/05/2012	Robert Gansmo; Shannon Nadeau	Shannon Nadeau; John Strzemp; WLV Executive (operations); WLV Executive (operations); WDD Executive; Scott Peterson; Kim Sinatra, Esq.; Jay Schall, Esq.; Robert Gansmo; Alexandre Correia DaSilva, Esq.; James Stern; WRL Executive (accounting); WLV Executive (finance); WLV employee (finance); WRL Executive (Strategy & Development); WLV employee (international admin); Peter Barnes; WRMSA Employee (corporate finance); WRMSA Executive (finance); WRMSA Employee (purchasing); Marcus Trummer, CPA; WRMSA Employee (cage); WLV Employee (corporate investigations); WRMSA Executive (casino marketing) ; WLV Executive (Human Resources)	Jay Schall, Esq.; Robert Miller; Cindy Mitchum; Marc Schorr; Matt Maddox; Ian Coughlan; Kevin Tourek, Esq.	Email Exchange providing confidential information needed to render legal advice with Jay Schall, Esq. and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding compliance committee investigation	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV042942-WRM-PRIV042943	04/05/2012	WRMSA Executive (finance); Shannon Nadeau	Shannon Nadeau; John Strzemp; WLV Executive (operations); WLV Executive (operations); WDD Executive; Scott Peterson; Kim Sinatra, Esq.; Jay Schall; Robert Gansmo; Alexandre Correia DaSilva, Esq.; James Stern; WRL Executive (accounting); WLV Executive (finance); WLV employee (finance); WRL Executive (Strategy & Development); WLV employee (international admin); Peter Barnes; WRMSA Employee (corporate finance); WRMSA Executive (finance); WRMSA Employee (purchasing); Marcus Trummer, CPA; WRMSA Employee (cage); WLV Employee (corporate investigations); WRMSA Executive (casino marketing) ; WLV Executive (Human Resources)	Robert Gansmo; Robert Miller; Cindy Mitchum; Marc Schorr; Matt Maddox; Ian Coughlan; Kevin Tourek, Esq.	Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding compliance committee investigation	Accountant Client; Attorney Client; Work Product	Privilege Withhold

WRM-PRIV042944-WRM-PRIV042951	04/05/2012	Kevin Tourek, Esq.	Marc Schorr; Matt Maddox; John Strzemp; Kim Sinatra, Esq.; IanCoughlan; WLV Executive (operations); Linda Chen; WDD Executive; WLV Executive (operations); Jay Schall, Esq.; Scott Peterson; Robert Gansmo; WRL Executive (Strategy & Development); James Stern; WRMSA Employee (security & corporate investigation); Michael Weaver, CPA; WRMSA Executive (Premium Marketing); WRMSA Executive (casino marketing) ; WLV Executive (finance); WLV Executive (slot marketing); WLV Executive (retail); Marcus Trummer, CPA; WRMSA Executive (casino operations); WRMSA Employee (table games); Teri Peers, CPA; WLV employee (finance); WRMSA Employee (cage); WLV Executive (Human Resources); WLV employee (international admin); WRMSA Employee (corporate finance); WRMSA Employee (purchasing); WRMSA Executive (finance); WLV Employee (corporate investigations); Shannon Nadeau	Robert J. Miller; Stephen A. Wynn	Draft memorandum requesting confidential information needed to render legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding compliance matters.	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV042956-WRM-PRIV042957	04/10/2012	WRMSA Employee (finance)	Skadden Arps attorney	Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043582-WRM-PRIV043587	04/24/2012	Jay Schall, Esq.	Tricor Global Executive (corporate services); Clyde Nakashima	WRMSA Employee (finance); Tricor Global Employee (corporate services)	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043589-WRM-PRIV043591	04/25/2012	Daisy Chan	Jose Carlos Silva, Esq.		Email and attachment(s) providing confidential information needed to render legal advice regarding corporate structure.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043592-WRM-PRIV043592	04/25/2012	Jay Schall, Esq.			Notes reflecting confidential legal advice and prepared in anticipation of litigation regarding Freeh investigation and reporting to DICJ.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043622-WRM-PRIV043623	04/26/2012	Jay Schall, Esq.; WRMSA Employee (compensation & benefits)	WRMSA Employee (compensation & benefits); Jay Schall, Esq.; WRMSA Employee (compensation & benefits)		Email Exchange reflecting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV043655-WRM-PRIV043656	05/03/2012	Jay Schall, Esq.; WRMSA Employee (compensation & benefits)	WRMSA Employee (compensation & benefits); Jay Schall, Esq.		Email Exchange reflecting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV043663-WRM-PRIV043677	05/04/2012	Jay Schall, Esq.; Samanta Stewart	Skadden Arps attorney; Skadden Arps attorney; Matt Maddox; Teri Peers, CPA; WRL Executive (accounting); Kim Sinatra, Esq.; Clyde Nakashima; Katharine Liu; Jay Schall, Esq.; WLV Executive (finance); John Strzemp.	WRMSA Employee (finance); Clyde Nakashima; Samanta Stewart	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding media strategy regarding litigation	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043711-WRM-PRIV043773	05/08/2012	Skadden Arps attorney; Jay Schall, Esq.; Frank Cassella	WRMSA Employee (finance); Clyde Nakashima; Frank Cassella; Jay Schall, Esq.; WRL Executive (accounting); Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; WRL Executive (accounting)	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding SEC filing.	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043774-WRM-PRIV043779	05/09/2012	Kevin Tourek, Esq.	Wynn Resorts, Limited Gaming Compliance Committee		Memorandum providing confidential legal advice and prepared in the course of litigation regarding compliance committee investigation.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043795-WRM-PRIV043804	05/09/2012	Ernst & Young Employee			Draft letter reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services with Ernst & Young regarding corporate governance business matters	Accountant Client	Privilege Withhold

WRM-PRIV043805-WRM-PRIV043863	05/09/2012	Skadden Arps attorney; Jay Schall, Esq.; WRMSA Employee (finance); Frank Cassella	WRMSA Employee (finance); Clyde Nakashima; Frank Cassella; Jay Schall, Esq.; WRL Executive (accounting); Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; WRL Executive (accounting)	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding SEC filing	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043937-WRM-PRIV043978	05/10/2012	Skadden Arps attorney; Clyde Nakashima	WRMSA Employee (finance); Clyde Nakashima; Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; WRMSA Employee (finance)	Email Exchange and attachment(s) providing confidential legal advice regarding SEC filing	Attorney Client	Privilege Withhold
WRM-PRIV043984-WRM-PRIV043988	05/10/2012	Robert Gansmo	WRMSA Executive (finance)		Email and attachment(s) forwarding Draft meeting minutes reflecting confidential legal advice of various WRL counsel (Paul Rowe, Esq., Kim Sinatra, Esq., Jay Schall, Esq.) regarding removal, corporate governance and business matters.	Work Product	Privilege Withhold
WRM-PRIV043996-WRM-PRIV044032	05/11/2012	Skadden Arps attorney	WRMSA Employee (finance); Clyde Nakashima; Frank Cassella; Jay Schall, Esq.; WRL Executive (accounting)	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps employee	Email and attachment(s) providing confidential legal advice regarding corporate records	Attorney Client	Privilege Withhold
WRM-PRIV044042-WRM-PRIV044044	05/23/2012	Jay Schall, Esq.; Roxane Peper	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps employee; WRL Executive (accounting); Teri Peers, CPA; Robert Gansmo; Scott Peterson; Samanta Stewart; WRL Executive (Corporate Tax); WLV employee (financial analysis); Jay Schall, Esq.; WLV Employee (treasury); Shannon Nadeau; WLV Executive (finance)	WRL employee (insurance); WRL employee (executive office, assistant); WRL Employee (corporate tax)	Email Exchange and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV044045-WRM-PRIV044045	05/25/2012	Jay Schall, Esq.; Shannon Nadeau; Kevin Tourek, Esq.	Shannon Nadeau; Jay Schall, Esq.; John Strzemp; Roxane Peper	Kim Sinatra, Esq.	Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV044061-WRM-PRIV044066	05/26/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044075-WRM-PRIV044078	05/26/2012	Kevin Tourek, Esq.			Draft corporate documents reflecting counsel's protected mental impressions regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV044092-WRM-PRIV044097	05/26/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044098-WRM-PRIV044099	05/27/2012	Jay Schall, Esq.; Shannon Nadeau; Kevin Tourek, Esq.	Shannon Nadeau; Jay Schall, Esq.; John Strzemp; Roxane Peper	Kim Sinatra, Esq.	Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV044109-WRM-PRIV044117	05/28/2012	Roxane Peper			Draft meeting minutes reflecting confidential legal advice with Jay Schall, Esq., Kim Sinatra, Esq. and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044131-WRM-PRIV044133	05/30/2012	Jay Schall, Esq.	Rajah & Tann attorney		Email and attachment(s) providing confidential information needed to render legal advice regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV044236-WRM-PRIV044238	06/09/2012	Robert Gansmo; Roxane Peper	Clyde Nakashima; WRMSA Executive (Planning & Analysis); WRMSA Executive (finance); WRL Executive (accounting); Teri Peers, CPA; Robert Gansmo; Scott Peterson; Samanta Stewart; WRL Executive (Corporate Tax); WLV employee (financial analysis); Jay Schall, Esq.; WLV Employee (treasury); Shannon Nadeau; WLV Executive (finance)	WRL employee (insurance); WRL employee (executive office, assistant); WRL Employee (corporate tax)	Email Exchange and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV044239-WRM-PRIV044240	06/09/2012	Robert Gansmo			Chart reflecting counsel's protected mental impressions with Wynn Legal Department regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV044241-WRM-PRIV044241	06/12/2012	Jay Schall, Esq.	Skadden Arps attorney	Jay Schall, Esq.	Email providing confidential legal advice regarding DICJ inquiry	Attorney Client	Privilege Withhold
WRM-PRIV044406-WRM-PRIV044410	07/02/2012	Jay Schall, Esq.			Draft corporate documents reflecting counsel's protected mental impressions regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV044411-WRM-PRIV044413	07/02/2012	Jay Schall, Esq.; Zuleika Mok	Zuleika Mok; Jay Schall, Esq.	WRMSA Employee (compensation & benefits); Ian Coughlan	Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold

WRM-PRIV044426-WRM-PRIV044430	07/02/2012	Jay Schall, Esq.			Draft corporate documents reflecting counsel's protected mental impressions regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV044469-WRM-PRIV044544	07/03/2012	Daisy Chan	WRMSA Employee (finance); Clyde Nakashima	Jay Schall, Esq.	Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044545-WRM-PRIV044552	07/03/2012	Jay Schall, Esq.			Draft corporate documents reflecting confidential legal advice and prepared in the course of litigation regarding FCPA issues	Work Product	Privilege Withhold
WRM-PRIV044568-WRM-PRIV044577	07/03/2012	Robert Gansmo; Shannon Nadeau	WRMSA Executive (casino operations); Shannon Nadeau; John Strzemp; WLV Executive (operations); WLV Executive (operations); WDD Executive; Scott Peterson; Kim Sinatra, Esq.; Jay Schall, Esq.; Robert Gansmo; Alexandre Correia DaSilva, Esq.; James Stern; WRL Executive (accounting); WLV Executive (finance); WLV employee (finance); WRL Executive (Strategy & Development); WLV employee (international admin); WLV Executive (human resources); Peter Barnes; WRMSA Employee (corporate finance); WRMSA Executive (finance); WRMSA Employee (purchasing); Marcus Trummer, CPA; WRMSA Employee (cage); WLV Employee (corporate investigations); WRMSA Executive (casino marketing)	Robert Miller; Cindy Mitchum; Marc Schorr; Matt Maddox; Ian Coughlan; Kevin Tourek, Esq.	Email Exchange and attachment(s) providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding compliance committee investigation and FCPA issues.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV044583-WRM-PRIV044590	07/03/2012	Kevin Tourek, Esq.	Marc Schorr; Matt Maddox; John Strzemp; Kim Sinatra, Esq.; IanCoughlan; WLV Executive (operations); Linda Chen; WDD Executive; WLV Executive (operations); Jay Schall, Esq.; Scott Peterson; Robert Gansmo; WRL Executive (Strategy & Development); James Stern; WRMSA Employee (security & corporate investigation); Michael Weaver, CPA; WRMSA Executive (Premium Marketing); WRMSA Executive (casino marketing) ; WLV Executive (finance); WLV Executive (slot marketing); WLV Executive (retail); Marcus Trummer, CPA; WRMSA Executive (casino operations); WRMSA Employee (table games); Teri Peers, CPA; WLV employee (finance); WRMSA Employee (cage); WLV Executive (Human Resources); WLV employee (international admin); WRMSA Employee (corporate finance); WRMSA Employee (purchasing); WRMSA Executive (finance); WLV Employee (corporate investigations); Shannon Nadeau	Robert J. Miller; Stephen A. Wynn	Draft memorandum requesting confidential information needed to render legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding compliance matters.	Accountant Client; Attorney Client; Work Product	Privilege Withhold

WRM-PRIV044591-WRM-PRIV044596	07/03/2012	Kevin Tourek, Esq.	Marc Schorr; Matt Maddox; John Strzemp; Kim Sinatra; Ian Coughlan; WLV Executive (operations); Linda Chen; WDD Executive; WLV Executive (operations); Jay Schall; Scott Peterson; Robert Gansmo; WRL Executive (Strategy & Development); James Stern; WRMSA Employee (security & corporate investigation); Michael Weaver; WRMSA Executive (Premium Marketing); WRMSA Executive (casino marketing); WLV Executive (finance); WLV Executive (slot marketing); WLV Executive (retail); Marcus Trummer; WRMSA Executive (casino operations); WRMSA Employee (table games); Teri Peers; WLV employee (finance); WRMSA Employee (cage); WLV Executive (Human Resources); WLV employee (international admin); WRMSA Employee (corporate finance); WRMSA Employee (purchasing); WRMSA Executive (finance); WLV Employee (corporate investigations); Shannon Nadeau	Robert J. Miller; Stephen A. Wynn	Memorandum reflecting confidential legal advice with Wynn Legal Department and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding compliance committee investigation	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044694-WRM-PRIV044769	07/21/2012	Clyde Nakashima	Robert Gansmo	WRMSA Employee (finance)	Email and attachment(s) reflecting confidential legal advice with Wynn Legal Department regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044827-WRM-PRIV044903	07/27/2012	WRMSA Employee (finance)	Skadden Arps attorney; Skadden Arps attorney	Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) regarding stock exchange filings.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044971-WRM-PRIV044978	08/02/2012	Ernst & Young HK employee	Robert Gansmo	Cindy Ku; Ernst & Young CPA; Ernst & Young Employee	Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client	Privilege Withhold
WRM-PRIV044979-WRM-PRIV045077	08/03/2012	WRMSA Employee (finance)	Skadden Arps attorney	Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV045078-WRM-PRIV045128	08/06/2012	Jay Schall, Esq.			Corporate documents reflecting confidential legal advice with Jay Schall, Esq. regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV045131-WRM-PRIV045308	08/06/2012	Skadden Arps attorney; WRMSA Employee (finance)	WRMSA Employee (finance); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV045309-WRM-PRIV045312	08/06/2012	Robert Gansmo	Zuleika Mok		Email and attachment(s) forwarding memorandum from Kevin Tourek, Esq. providing legal advice regarding FCPA issues.	Attorney Client	Privilege Withhold
WRM-PRIV045323-WRM-PRIV045326	08/07/2012	Cindy Ku; Robert Gansmo	WRMSA Employee (learning & advancement); Zuleika Mok		Email Exchange and attachment(s) forwarding confidential legal advice from Kevin Tourek, Esq. regarding FCPA issues.	Attorney Client	Privilege Withhold
WRM-PRIV045327-WRM-PRIV045334	08/07/2012	Ernst & Young			Draft letter reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services with Ernst & Young regarding corporate governance business matters	Accountant Client	Privilege Withhold
WRM-PRIV045335-WRM-PRIV045342	08/07/2012	Ernst & Young Employee			Draft letter reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services with Ernst & Young regarding corporate governance business matters	Accountant Client	Privilege Withhold
WRM-PRIV045343-WRM-PRIV045430	08/07/2012	Robert Gansmo			Draft corporate documents reflecting counsel's protected mental impressions with counsel for Wynn Resorts, Limited and prepared in the course of litigation regarding corporate records	Attorney Client	Privilege Withhold
WRM-PRIV045619-WRM-PRIV045666	08/10/2012	WRMSA Employee (corporate)	Skadden Arps attorney	Skadden Arps attorney; WRMSA Employee (finance); Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV045667-WRM-PRIV045686	08/10/2012	WRMSA Employee (finance)	Skadden Arps attorney	Skadden Arps attorney; WRMSA Employee (corporate); Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV045687-WRM-PRIV046036	08/12/2012	Skadden Arps attorney; WRMSA Employee (corporate)	WRMSA Employee (corporate); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV046037-WRM-PRIV046043	08/13/2012	WRMSA Employee (finance)	Skadden Arps attorney	Skadden Arps attorney; WRMSA Employee (corporate); Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV046044-WRM-PRIV046044	08/13/2012	Ian Coughlan	WRMSA Executive (casino operations); WRMSA Executive (executive office); Jay Schall, Esq.; Robert Gansmo		Email providing confidential information needed to render legal advice regarding Wynn communications with government officials	Attorney Client	Privilege Withhold
WRM-PRIV046045-WRM-PRIV046048	08/14/2012	WRMSA Employee (corporate)	Skadden Arps attorney	WRMSA Employee (finance); Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV046049-WRM-PRIV046404	08/14/2012	Skadden Arps attorney; WRMSA Employee (finance)	WRMSA Employee (finance); Skadden Arps attorney	WRMSA Employee (corporate); Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV046405-WRM-PRIV046579	08/14/2012	Skadden Arps attorney; WRMSA Employee (finance)	WRMSA Employee (finance); Skadden Arps attorney	WRMSA Employee (corporate); Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV046580-WRM-PRIV046665	08/14/2012	Robert Gansmo			Draft corporate documents reflecting counsel's protected mental impressions with counsel for Wynn Resorts, Limited and prepared in the course of litigation regarding corporate records	Attorney Client	Privilege Withhold
WRM-PRIV046666-WRM-PRIV047022	08/14/2012	Clyde Nakashima; Skadden Arps attorney; WRMSA Employee (finance)	Robert Gansmo; WRMSA Employee (finance); Skadden Arps attorney	Jay Schall, Esq.; Clyde Nakashima; WRMSA Employee (corporate); Skadden Arps attorney; Skadden, Arps attorney; Skadden Arps attorney	Email Exchange and attachment(s) reflecting confidential legal advice regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV047023-WRM-PRIV047378	08/15/2012	Skadden Arps attorney; WRMSA Employee (corporate)	WRMSA Employee (corporate); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV047553-WRM-PRIV047908	08/16/2012	Skadden Arps attorney; WRMSA Employee (corporate)	WRMSA Employee (corporate); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV048083-WRM-PRIV048088	08/16/2012	WRMSA Employee (corporate)	Skadden Arps attorney	WRMSA Employee (finance); Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) providing confidential information needed to render legal advice regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV048673-WRM-PRIV048847	08/21/2012	Skadden Arps attorney; WRMSA Employee (corporate)	WRMSA Employee (corporate); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV048848-WRM-PRIV048850	08/22/2012	WRMSA Employee (corporate)	Skadden Arps attorney	WRMSA Employee (finance); Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.	Email and attachment(s) requesting confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV048851-WRM-PRIV049030	08/22/2012	Skadden Arps attorney; WRMSA Employee (corporate)	WRMSA Employee (corporate); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV049127-WRM-PRIV049482	08/22/2012	Skadden Arps attorney; WRMSA Employee (corporate)	WRMSA Employee (corporate); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV049657-WRM-PRIV049675	08/23/2012	Ernst & Young HK employee	Robert Gansmo	Cindy Ku; Ernst & Young CPA; Ernst & Young Employee	Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate records	Accountant Client	Privilege Withhold
WRM-PRIV049850-WRM-PRIV050205	08/23/2012	Skadden Arps attorney; WRMSA Employee (corporate)	WRMSA Employee (corporate); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV050468-WRM-PRIV050679	08/24/2012	Skadden Arps attorney; WRMSA Employee (corporate)	Jay Schall, Esq.; Skadden Arps attorney; WRMSA Employee (corporate)	Jay Schall, Esq.; Clyde Nakashima; WRMSA Employee (finance); Skadden Arps attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV050680-WRM-PRIV050767	08/24/2012	Skadden Arps attorney	WRMSA Employee (finance); WRMSA Employee (corporate); Clyde Nakashima; Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV050768-WRM-PRIV050947	08/27/2012	Skadden Arps attorney; WRMSA Employee (corporate)	WRMSA Employee (corporate); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV051308-WRM-PRIV051487	08/29/2012	Skadden Arps attorney; WRMSA Employee (corporate)	WRMSA Employee (corporate); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV051854-WRM-PRIV051863	09/03/2012	Jay Schall, Esq.	WRMSA Employee (corporate finance)		Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding FCPA issues	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV051864-WRM-PRIV052040	09/04/2012	Skadden Arps attorney	WRMSA Employee (finance); WRMSA Employee (corporate); Clyde Nakashima; Jay Schall, Esq.; Samanta Stewart	Skadden Arps attorney; Skadden Arps attorney	Email and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV052041-WRM-PRIV052217	09/09/2012	Skadden Arps attorney	WRMSA Employee (finance); WRMSA Employee (corporate); Clyde Nakashima; Jay Schall, Esq.; Samanta Stewart	Skadden Arps attorney; Skadden Arps attorney	Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052218-WRM-PRIV052220	09/10/2012	Jay Schall, Esq.; Skadden Arps attorney; WRMSA Employee (corporate finance)	Skadden Arps attorney; Jay Schall, Esq.; WRMSA Employee (corporate finance)	WRMSA Employee (corporate finance); Jay Schall, Esq.	Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV052232-WRM-PRIV052242	09/10/2012	Skadden Arps attorney; Jay Schall, Esq.; WRMSA Employee (corporate finance)	Jay Schall, Esq.; Skadden Arps attorney; WRMSA Employee (corporate finance)	WRMSA Employee (corporate finance); Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV052245-WRM-PRIV052252	09/13/2012	Jay Schall, Esq.			Draft corporate documents reflecting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV052253-WRM-PRIV052260	09/13/2012	Jay Schall, Esq.			Draft corporate documents reflecting confidential legal advice with Jay Schall, Esq. regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV052261-WRM-PRIV052265	09/13/2012	Roxane Peper			Draft corporate documents reflecting confidential legal advice with Wynn Legal Department regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV052271-WRM-PRIV052272	09/19/2012	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange requesting confidential information needed to render legal advice and prepared in the course of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052273-WRM-PRIV052285	09/21/2012	WRMSA Employee (it administration)	Daisy Chan; WRMSA Employee (legal department)	Katharine Liu	Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate governance and charitable donations	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052300-WRM-PRIV052302	10/02/2012	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052303-WRM-PRIV052303	10/04/2012	Cindy Ku			Draft chart reflecting counsel's protected mental impressions with Wynn Legal Department regarding corporate structure.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052332-WRM-PRIV052353	10/08/2012	Gibson Dunn attorney			Presentation providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV052354-WRM-PRIV052355	10/09/2012	Jay Schall, Esq.			Report reflecting counsel's protected mental impressions with Jay Schall, Esq. regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV052356-WRM-PRIV052358	10/09/2012	WLV employee (finance)	Jay Schall, Esq.		Email and attachment(s) requesting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV052359-WRM-PRIV052361	10/10/2012	Jay Schall, Esq.; WLV employee (finance)	Daisy Chan; Jay Schall, Esq.		Email Exchange and attachment(s) requesting confidential information needed to render legal advice regarding FCPA issues	Attorney Client	Privilege Withhold

WRM-PRIV052378-WRM-PRIV052385	10/16/2012	Kevin Tourek, Esq.	Marc Schorr; Matt Maddox; John Strzemp; Kim Sinatra, Esq.; IanCoughlan; WLV Executive (operations); Linda Chen; WDD Executive; WLV Executive (operations); Jay Schall, Esq.; Scott Peterson; Robert Gansmo; WRL Executive (Strategy & Development); James Stern; WRMSA Employee (security & corporate investigation); Michael Weaver, CPA; WRMSA Executive (Premium Marketing); WRMSA Executive (casino marketing) ; WLV Executive (finance); WLV Executive (slot marketing); WLV Executive (retail); Marcus Trummer, CPA; WRMSA Executive (casino operations); WRMSA Employee (table games); Teri Peers, CPA; WLV employee (finance); WRMSA Employee (cage); WLV Executive (Human Resources); WLV employee (international admin); WRMSA Employee (corporate finance); WRMSA Employee (purchasing); WRMSA Executive (finance); WLV Employee (corporate investigations); Shannon Nadeau	Robert J. Miller; Stephen A. Wynn	Draft memorandum requesting confidential information needed to render legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding compliance matters.	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052386-WRM-PRIV052441	10/16/2012	Robert Gansmo			Draft corporate documents providing confidential legal advice with counsel for Wynn Resorts, Limited and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding SEC filing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052517-WRM-PRIV052517	10/18/2012	Jay Schall, Esq.	Kim Sinatra, Esq.; Kevin Tourek, Esq.; Michelle Koch, Esq.		Email Exchange reflecting confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV052580-WRM-PRIV052583	11/05/2012	Ian Coughlan; Allan Zeman; Kim Sinatra, Esq.; Sard Verbinen & Co. Employee	Allan Zeman; Ian Coughlan; Wynn Macau director; Elaine Wynn; Marc Schorr; Linda Chen; Cindy Mitchum; Robert Miller; Alvin Shoemaker; Assistant to WRL Director; Assistant to WRL Director ; WRL Director; Boone Wayson; WRL Director ; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart	Sard Verbinen Executive; Sard Verbinen & Co. Executive	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052584-WRM-PRIV052585	11/06/2012	Jay Schall, Esq.; Skadden Arps attorney; WRMSA Employee (finance)	Skadden Arps attorney; Jay Schall, Esq.	Jay Schall, Esq.; Clyde Nakashima; WRMSA Employee (corporate)	Email Exchange requesting confidential legal advice regarding corporate records	Attorney Client	Privilege Withhold
WRM-PRIV052599-WRM-PRIV052600	11/07/2012	Robert Gansmo			Chart reflecting counsel's protected mental impressions with Wynn Legal Department regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV052601-WRM-PRIV052602	11/07/2012	Robert Gansmo			Chart reflecting counsel's protected mental impressions with Wynn Legal Department regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV052603-WRM-PRIV052605	11/07/2012	Robert Gansmo; Roxane Peper	Ben Lo; WRMSA Executive (Planning & Analysis); WRMSA Executive (finance); Teri Peers, CPA; Robert Gansmo; Scott Peterson; Samanta Stewart; WRL Executive (Corporate Tax); WLV employee (financial analysis); Jay Schall, Esq.; WLV Employee (treasury); Shannon Nadeau; WLV Executive (finance)	WRL employee (insurance); WRL employee (executive office, assistant); WRL Employee (corporate tax); WRL employee (legal); WLV employee (legal); Michelle Koch, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV052606-WRM-PRIV052610	11/08/2012	Roxane Peper			Draft corporate documents reflecting confidential legal advice with Wynn Legal Department regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV052611-WRM-PRIV052618	11/08/2012	Jay Schall, Esq.			Draft corporate documents providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV052619-WRM-PRIV052623	11/09/2012	Roxane Peper			Draft corporate documents reflecting confidential legal advice with Wynn Legal Department regarding FCPA issues	Attorney Client	Privilege Withhold

WRM-PRIV052663-WRM-PRIV052667	11/16/2012	Jay Schall, Esq.; Kim Sinatra, Esq.	Allan Zeman; Wynn Macau director; Ian Coughlan; Wynn Macau director; Wynn Macau director; Elaine Wynn; Cindy Mitchum; Marc Schorr; Alvin Shoemaker; Robert Miller; WRL Director; Assistant to WRL Director ; Assistant to WRL Director; Linda Chen; WRL Director ; Boone Wayson	James Stern; Kevin Tourek, Esq.; James Pisanelli, Esq.; Debra Spinelli, Esq.; Daniel Neff, Esq.; Paul Rowe, Esq.; Bradley Wilson, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; Robert Shapiro, Esq.; Michelle Koch, Esq.; BHFS attorney; Jay Schall, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052668-WRM-PRIV052673	11/19/2012	Jay Schall, Esq.			Draft corporate documents reflecting confidential legal advice with Wynn Legal Department regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV052674-WRM-PRIV052679	11/24/2012	Roxane Peper			Draft corporate documents reflecting confidential legal advice with Wynn Legal Department regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV052680-WRM-PRIV052681	11/24/2012	Jay Schall, Esq.			Corporate documents providing confidential information needed to render legal advice regarding corporate governance and charitable donations	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052682-WRM-PRIV052689	11/28/2012	Jay Schall, Esq.			Draft corporate documents reflecting confidential legal advice and prepared in the course of litigation regarding FCPA issues	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052720-WRM-PRIV052720	12/13/2012	Daisy Chan			Draft chart reflecting counsel's protected mental impressions with Wynn Legal Department regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV052721-WRM-PRIV052722	12/13/2012	Cindy Ku	Daisy Chan		Email and attachment(s) providing confidential information needed to render legal advice regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV052723-WRM-PRIV052724	12/13/2012	Daisy Chan	WRMSA Executive (human resources)		Email and attachment(s) requesting confidential information needed to render legal advice and prepared in the course of litigation regarding corporate structure.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052730-WRM-PRIV052734	12/14/2012	Roxane Peper			Draft corporate documents reflecting confidential legal advice with Wynn Legal Department and prepared in the course of litigation regarding FCPA issues	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052735-WRM-PRIV052764	12/14/2012	Gibson Dunn attorney			Presentation and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding FCPA issues	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052765-WRM-PRIV052769	12/15/2012	Roxane Peper			Draft corporate documents reflecting confidential legal advice with Wynn Legal Department and prepared in the course of litigation regarding FCPA issues	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052770-WRM-PRIV052774	12/15/2012	Roxane Peper			Draft corporate documents reflecting confidential legal advice with Wynn Legal Department regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV052775-WRM-PRIV052777	12/22/2012	Robert Gansmo; Roxane Peper	Clyde Nakashima; WRMSA Executive (Planning & Analysis); WRMSA Executive (finance); Teri Peers, CPA; Robert Gansmo; Scott Peterson; SamantaStewart; WRL Executive (Corporate Tax); WLV employee (financial analysis); Jay Schall, Esq.; WLV Employee (treasury); ShannonNadeau; WLV Executive (finance)	WRL employee (insurance); WRL employee (executive office, assistant); WRL Employee (corporate tax); WRL employee (legal); WLV employee (legal); Michelle Koch, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV052778-WRM-PRIV052779	12/22/2012	Robert Gansmo			Chart reflecting counsel's protected mental impressions with Wynn Legal Department regarding corporate structure.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052789-WRM-PRIV052799	12/31/2012	Kim Sinatra, Esq.	Alvin Shoemaker; Boone Wayson; Assistant to WRL Director ; Elaine Wynn; Assistant to WRL Director; WRL Director; Linda Chen; Marc Schorr; Robert Miller; WRL Director	Allan Zeman; Bradley Wilson, Esq.; Colby Williams, Esq.; Daniel Neff, Esq.; WLRK employee; BHFS attorney; Debra Spinelli, Esq.; Donald Campbell, Esq.; Ian Coughlan; James Pisanelli, Esq.; Gibson Dunn attorney; Matt Maddox; Michelle Koch, Esq.; Paul Rowe, Esq.; Robert Shapiro, Esq.; Gibson Dunn Attorney ; Samanta Stewart	Email and attachment(s) requesting confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV052800-WRM-PRIV052810	12/31/2012	Ian Coughlan; Kim Sinatra, Esq.	Katharine Liu; Robert Gansmo; Alvin Shoemaker; Elaine Wynn; Linda Chen; Marc Schorr; WRL Director ; Assistant to WRL Director ; Assistant to WRL Director; Robert Miller; Boone Wayson; WRL Director	Allan Zeman; Daniel Neff, Esq.; Paul Rowe, Esq.; Bradley Wilson, Esq.; WLRK employee; James Pisanelli, Esq.; Deborah Spinelli, Esq.; Don Campbell, Esq.; Colby Williams, Esq.; Robert Shapiro, Esq.; BHFS attorney; Samanta Stewart; Matt Maddox; Gibson Dunn Attorney ; Gibson Dunn attorney; Michelle Koch, Esq.; Ian Coughlan	Email Exchange and attachment(s) reflecting confidential legal advice with Kim Sinatra, Esq. and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052811-WRM-PRIV052820	12/31/2012	Ian Coughlan; Kim Sinatra, Esq.	Katharine Liu; Robert Gansmo; Alvin Shoemaker; Elaine Wynn; Linda Chen; Marc Schorr; WRL Director ; Assistant to WRL Director ; Assistant to WRL Director; Robert Miller; Boone Wayson; WRL Director	Allan Zeman; Daniel Neff, Esq.; Paul Rowe, Esq.; Bradley Wilson, Esq.; WLRK employee; James Pisanelli, Esq.; Deborah Spinelli, Esq.; Don Campbell, Esq.; Colby Williams, Esq.; Robert Shapiro, Esq.; BHFS attorney; Samanta Stewart; Matt Maddox; Gibson Dunn Attorney ; Gibson Dunn attorney; Michelle Koch, Esq.; Ian Coughlan	Email Exchange and attachment(s) reflecting confidential legal advice with Kim Sinatra, Esq. and prepared in anticipation of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052821-WRM-PRIV052828	12/31/2012	Kevin Tourek, Esq.	Marc Schorr; Matt Maddox; John Strzemp; Kim Sinatra, Esq.; Ian Coughlan; WLV Executive (operations); Linda Chen; WDD Executive; WLV Executive (operations); Jay Schall, Esq.; Scott Peterson; Robert Gansmo; WRL Executive (Strategy & Development); James Stern; WRMSA Employee (security & corporate investigation); Michael Weaver, CPA; WRMSA Executive (Premium Marketing); WRMSA Executive (casino marketing) ; WLV Executive (finance); WLV Executive (slot marketing); WLV Executive (retail); Marcus Trummer, CPA; WRMSA Executive (casino operations); WRMSA Employee (table games); Teri Peers, CPA; WLV employee (finance); WRMSA Employee (cage); WLV Executive (Human Resources); WLV employee (international admin); WRMSA Employee (corporate finance); WRMSA Employee (purchasing); WRMSA Executive (finance); WLV Employee (corporate investigations); Shannon Nadeau	Robert J. Miller; Stephen A. Wynn	Draft memorandum requesting confidential information needed to render legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding compliance matters.	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052829-WRM-PRIV052864	01/04/2013	Gibson Dunn attorney			Presentation and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding FCPA issues	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053004-WRM-PRIV053011	01/18/2013	Daisy Chan			Forms reflecting confidential legal advice with Ana Sofia Chaves, Esq. regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV053035-WRM-PRIV053050	01/23/2013	Robert Gansmo	Ana Sofia Chaves, Esq.		Email and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV053217-WRM-PRIV053220	01/28/2013	Angela Lai			Draft filing reflecting confidential legal advice with Wynn Legal Department and prepared in the course of litigation regarding SEC filing	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV053221-WRM-PRIV053228	01/28/2013	Kevin Tourek, Esq.	Marc Schorr; Matt Maddox; John Strzemp; Kim Sinatra, Esq.; IanCoughlan; WLV Executive (operations); Linda Chen; WDD Executive; WLV Executive (operations); Jay Schall, Esq.; Scott Peterson; Robert Gansmo; WRL Executive (Strategy & Development); James Stern; WRMSA Employee (security & corporate investigation); Michael Weaver, CPA; WRMSA Executive (Premium Marketing); WRMSA Executive (casino marketing) ; WLV Executive (finance); WLV Executive (slot marketing); WLV Executive (retail); Marcus Trummer, CPA; WRMSA Executive (casino operations); WRMSA Employee (table games); Teri Peers, CPA; WLV employee (finance); WRMSA Employee (cage); WLV Executive (Human Resources); WLV employee (international admin); WRMSA Employee (corporate finance); WRMSA Employee (purchasing); WRMSA Executive (finance); WLV Employee (corporate investigations); Shannon Nadeau	Robert J. Miller; Stephen A. Wynn	Draft memorandum requesting confidential information needed to render legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding compliance matters.	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053237-WRM-PRIV053239	02/04/2013	Jay Schall, Esq.; WLV employee (security)	WLV employee (security)		Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding misconduct in the Philippines	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053240-WRM-PRIV053242	02/04/2013	WLV employee (security)	Jay Schall, Esq.	James Stern	Email providing confidential information needed to render legal advice and prepared in the course of litigation regarding misconduct in the Philippines	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053243-WRM-PRIV053244	02/04/2013	Jay Schall, Esq.	Allan Zeman; Wynn Macau director; Ian Coughlan; Wynn Macau director; Linda Chen; Wynn Macau director		Email providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation and NGB inquiry regarding UMAC donation.	Attorney Client	Privilege Withhold
WRM-PRIV053245-WRM-PRIV053247	02/05/2013	Jay Schall, Esq.; Wynn Macau director	Wynn Macau director; Jay Schall, Esq.		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding misconduct in the Philippines.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053250-WRM-PRIV053251	02/05/2013	Donald Campbell, Esq.; Sard Verbinen Employee; Kim Sinatra, Esq.	Bradley Wilson, Esq.; Colby Williams, Esq.; Daniel Neff, Esq.; Debra Spinelli, Esq.; James Pisanelli, Esq.; James Stern; Jay Schall, Esq.; Kevin Tourek, Esq.; Kim Sinatra, Esq.; Michelle Koch, Esq.; Paul Rowe, Esq.; Michael Weaver; Donald Campbell, Esq.	Sard Verbinen Executive	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053270-WRM-PRIV053272	02/19/2013	Ana Sofia Chaves, Esq.; Gareth Evans	Gareth Evans, Esq.; Jay Schall, Esq.; Ana Sofia Chaves, Esq.		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding compliance with ODP notification requirements.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053300-WRM-PRIV053308	02/19/2013	Ana Sofia Chaves, Esq.; Gareth Evans, Esq.	Gareth Evans, Esq.; Jay Schall, Esq.; Ana Sofia Chaves, Esq.		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding compliance with ODP notification requirements.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053309-WRM-PRIV053318	02/19/2013	Gareth Evans, Esq.; Ana Sofia Chaves, Esq.	Ana Sofia Chaves, Esq.; Jay Schall, Esq.; Gareth Evans, Esq.		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding compliance with ODP notification requirements.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053319-WRM-PRIV053321	02/20/2013	Ana Sofia Chaves, Esq.; Gareth Evans, Esq.	Gareth Evans, Esq.; Ana Sofia Chaves, Esq.; Jay Schall, Esq.		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding compliance with ODP notification requirements.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053322-WRM-PRIV053325	02/20/2013	Ana Sofia Chaves, Esq.; Gareth Evans, Esq.	Gareth Evans, Esq.; Ana Sofia Chaves, Esq.; Jay Schall, Esq.		Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding compliance with ODP notification requirements.	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV053333-WRM-PRIV053334	02/21/2013	Terri Peers, CPA; Clyde Nakashima	Kim Sinatra, Esq.; Teri Peers, CPA		Email Exchange and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV053342-WRM-PRIV053374	02/22/2013	Skadden Arps Attorney ; WRMSA Employee (finance); Skadden Arps attorney ; Clyde Nakashima	WRMSA Employee (finance); WRMSA Employee (corporate); Clyde Nakashima; Jay Schall, Esq.; Skadden Arps Attorney ; Skadden Arps attorney	Skadden Arps attorney ; Clyde Nakashima; Jay Schall, Esq.; WRMSA Employee (corporate); Skadden Arps attorney; Skadden Arps Attorney ; WRMSA Employee (finance)	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding SEC filing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053479-WRM-PRIV053479	02/25/2013	Linda Chen	Kevin Tourek, Esq.		Forms providing confidential information needed to render legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV053480-WRM-PRIV053481	02/25/2013	Linda Chen	Charlotte Hong; Kevin Tourek, Esq.		Forms reflecting confidential legal advice with Wynn Legal Department regarding compliance committee investigation	Attorney Client	Privilege Withhold
WRM-PRIV053482-WRM-PRIV053483	02/25/2013	Charlotte Hong	Roxane Peper	Linda Chen	Email and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters.	Attorney Client	Privilege Withhold
WRM-PRIV000001-WRM-PRIV000005	12/02/2003	WRMSA Employee (legal department)			Chart reflecting confidential legal advice with Wynn Legal Department regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV000006-WRM-PRIV000010	01/13/2004	WRMSA Employee (legal department)			Chart reflecting confidential legal advice with Wynn Legal Department regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV000011-WRM-PRIV000016	04/13/2004	WRMSA Employee (legal department)			Chart reflecting confidential legal advice with Wynn Legal Department regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV000084-WRM-PRIV000097	11/15/2006	Jay Schall, Esq.; Latham & Watkins attorney	Daisy Chan; Kim Sinatra, Esq.; Kevin Tourek, Esq.; Jay Schall, Esq.	Latham & Watkins LLP attorney; Latham & Watkins attorney, Esq.; Latham & Watkins attorney	Email Exchange and attachment(s) providing confidential legal advice regardign Aruze SEC filing.	Attorney Client	Privilege Withhold
WRM-PRIV000135-WRM-PRIV000137	12/18/2006	Jay Schall, Esq.; Roxane Peper	Daisy Chan; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV000144-WRM-PRIV000171	02/28/2007	Ernst & Young CPA	Robert Gansmo	Ernst & Young employee	Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters relating to tax issues.	Accountant Client	Privilege Withhold
WRM-PRIV000172-WRM-PRIV000190	03/30/2007	WRL Executive (CPA)			Memorandum reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters relating to tax issues.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000191-WRM-PRIV000202	05/09/2007	Robert Gansmo; Shannon Nadeau	Scott Peterson; Robert Gansmo	Marcus Trummer, CPA; WRMSA Executive (finance)	Email Exchange and attachment(s) requesting confidential information needed to render legal advice with Ana Sofia Chaves, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding FCPA issues.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000215-WRM-PRIV000217	11/09/2007	Robert Gansmo; Roxane Peper	WRMSA Employee (corporate finance); WRL Executive (accounting); Teri Peers, CPA; Robert Gansmo; Samanta Stewart; WRL Executive (CPA); Jay Schall, Esq.; Kim Sinatra, Esq.; Kevin Tourek, Esq.; Matt Maddox		Email Exchange and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000223-WRM-PRIV000225	11/22/2007	Jay Schall, Esq.; Roxane Peper	Ian Coughlan; WRL Executive (accounting); Teri Peers, CPA; Robert Gansmo; Samanta Stewart; WRL Executive (CPA); Jay Schall, Esq.; Kim Sinatra, Esq.; Kevin Tourek, Esq.; Matt Maddox		Email Exchange and attachment(s) providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000227-WRM-PRIV000229	11/22/2007	Ian Coughlan; Roxane Peper; Jay Schall, Esq.	Rebecca Lee; Ian Coughlan; WRL Executive (accounting); Teri Peers, CPA; Robert Gansmo; Samanta Stewart; WRL Executive (CPA); Kevin Tourek, Esq.; Matt Maddox; Kim Sinatra, Esq.		Email Exchange and attachment(s) providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold

WRM-PRIV000658-WRM-PRIV000659	07/08/2008	Ian Coughlan	WRMSA Executive; Scott Peterson; WRMSA Executive (food & beverage) ; Zuleika Mok; Marc Schorr	Linda Chen; Alexandre Correia DaSilva, Esq.; Samanta Stewart; Cindy Mitchum	Email Exchange reflecting confidential legal advice with Alexander "Xana" Correia da Silva regarding communications with Macau government officials regarding gaming issues.	Attorney Client	Privilege Withhold
WRM-PRIV000720-WRM-PRIV000720	02/10/2009	Ian Coughlan; Angela Lai	JNV Legal Attorney; Cindy Mitchum	Ian Coughlan	Email Exchange requesting confidential information needed to render legal advice regarding communications with Macau government officials.	Attorney Client	Privilege Withhold
WRM-PRIV000819-WRM-PRIV000823	06/10/2009	Kim Sinatra, Esq.; Skadden Arps attorney	Daisy Chan; Kim Sinatra, Esq.	Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice regarding stockholders' agreement	Attorney Client	Privilege Withhold
WRM-PRIV000824-WRM-PRIV000826	06/10/2009	Jay Schall, Esq.			Memorandum providing confidential legal advice regarding corporate governance and business matters related to reorganization.	Attorney Client	Privilege Withhold
WRM-PRIV001195-WRM-PRIV001569	07/10/2009	Skadden Arps attorney; Skadden Arps Employee	Ernst & Young Partner; Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice regarding IPO process and issues.	Attorney Client	Privilege Withhold
WRM-PRIV002590-WRM-PRIV002592	07/16/2009	Ian Coughlan; Jay Schall, Esq.; Marc Schorr; Linda Chen	Jay Schall, Esq.; Ian Coughlan; Matt Maddox; Marc Schorr	Robert Gansmo; Linda Chen; Marc Schorr; Ian Coughlan	Email Exchange providing confidential information needed to render legal advice regarding corporate governance and charitable donations	Attorney Client	Privilege Withhold
WRM-PRIV002607-WRM-PRIV002610	07/23/2009	Alexandre Correia DaSilva, Esq.	Daisy Chan; Alexandre Correia DaSilva, Esq.		Email Exchange and attachment(s) reflecting counsel's protected mental impressions regarding correspondence relating to Wynn Macau reorganization and corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV002611-WRM-PRIV002619	07/23/2009	Daisy Chan	Alexandre Correia DaSilva, Esq.		Email and attachment(s) reflecting counsel's protected mental impressions regarding correspondence relating to Wynn Macau reorganization and corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV005203-WRM-PRIV005282	07/28/2009	Jay Schall, Esq.; Skadden, Arps attorney	Roxane Peper; Jay Schall, Esq.	Skadden, Arps attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding documents needed from director related to IPO process.	Attorney Client	Privilege Withhold
WRM-PRIV008888-WRM-PRIV008894	09/15/2009	Jay Schall, Esq.; Teri Peers, CPA; Skadden, Arps attorney	WRMSA Executive (finance); Jay Schall, Esq.; Clyde Nakashima; Teri Peers, CPA	Clyde Nakashima; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding IPO process and issues.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV010110-WRM-PRIV010136	02/04/2010	Jay Schall, Esq.; Jay Schall, Esq.	Daisy Chan; Kim Sinatra, Esq.; Matt Maddox		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV010164-WRM-PRIV010190	02/04/2010	Jay Schall, Esq.	WRMSA Employee (corporate finance); Roxane Peper; Matt Maddox; Kim Sinatra, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV010191-WRM-PRIV010217	02/05/2010	Jay Schall, Esq.	Samanta Stewart; Matt Maddox; Kim Sinatra, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV014696-WRM-PRIV014697	06/10/2010	Jay Schall, Esq.; Samanta Stewart	Skadden Arps attorney; Matt Maddox; Marc Shorr; Kim Sinatra, Esq.; Jay Schall, Esq.; Linda Chen; Ian Coughlan		Email Exchange providing confidential information needed to render legal advice regarding misconduct in the Philippines	Attorney Client	Privilege Withhold
WRM-PRIV015672-WRM-PRIV015673	08/04/2010	Jay Schall, Esq.; Clyde Nashima; WRMSA Employee (corporate finance)	Clyde Nakashima; Jay Schall, Esq.; Clyde Nashima; WRMSA Employee (corporate finance)		Email Exchange providing confidential legal advice regarding corporate governance, and business matters regarding WML credit facilities	Attorney Client	Privilege Withhold
WRM-PRIV016156-WRM-PRIV016158	03/02/2011	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV016170-WRM-PRIV016198	03/05/2011	Jay Schall, Esq.	Kim Sinatra, Esq.; Shannon Nadeau; Gibson Dunn attorney	Kevin Tourek, Esq.; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV016199-WRM-PRIV016201	03/05/2011	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Jay Schall, Esq.; Shannon Nadeau; Gibson Dunn attorney	Kevin Tourek, Esq.; Jay Schall, Esq.	Email Exchange providing confidential information needed to render legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV018065-WRM-PRIV018067	03/24/2011	Robert Gansmo	Eliana Ho		Email and attachment(s) forwarding charts from Wynn Legal Department reflecting confidential legal advice regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV018436-WRM-PRIV018440	04/08/2011	Jay Schall, Esq.; Linda Chen	Peter Barnes; Gibson Dunn attorney; Kim Sinatra, Esq.	Jay Schall, Esq.; Marc Schorr; Ian Coughlan; Linda Chen	Email Exchange and attachment(s) requesting confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018449-WRM-PRIV018452	04/11/2011	Ian Coughlan	Robert Gansmo; Kim Sinatra, Esq.	Linda Chen; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding UMAC donation	Attorney Client	Privilege Withhold

WRM-PRIV018453-WRM-PRIV018458	04/11/2011	Ian Coughlan	Ian Coughlan		Draft email and attachment(s) requesting confidential legal advice from Kim Sinatra, Esq. regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018461-WRM-PRIV018462	04/12/2011	Jay Schall, Esq.	Roxane Peper; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018463-WRM-PRIV018467	04/12/2011	Jay Schall, Esq.; Peter Barnes; WRMSA Employee (corporate investigation)	Peter Barnes; Jay Schall, Esq.; WRMSA Employee (corporate investigation)	WRMSA Employee (corporate investigations)	Email Exchange requesting confidential information needed to render legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018469-WRM-PRIV018472	04/13/2011	Jay Schall, Esq.; Roxane Peper; Linda Chen	Roxane Peper; Jay Schall, Esq.; Linda Chen; Ian Coughlan	Kim Sinatra, Esq.; Ian Coughlan; Jay Schall, Esq.	Email Exchange providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018481-WRM-PRIV018481	04/14/2011	WRMSA Employee (executive office); Jay Schall, Esq.	Angela Lai; Wynn Macau director; Assistant to WML Director; Wynn Macau director; Assistant to WML Director; Ian Coughlan; WRMSA Employee (executive office)	Roxane Peper	Email Exchange providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018489-WRM-PRIV018490	04/14/2011	Jay Schall, Esq.; Wynn Macau director	Roxane Peper; Jay Schall, Esq.	Assistant to WML Director	Email Exchange providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018493-WRM-PRIV018499	04/14/2011	Jay Schall, Esq.; Linda Chen	WRL employee (executive office); John Strzemp; Jay Schall, Esq.; Linda Chen; Ian Coughlan	Kim Sinatra, Esq.; Ian Coughlan, Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018500-WRM-PRIV018501	04/14/2011	Katharine Liu; Ian Coughlan; Linda Chen; Jay Schall, Esq.	Ian Coughlan; Katharine Liu; Jay Schall, Esq.; Linda Chen; Ian Coughlan	Kim Sinatra, Esq.; Ian Coughlan; Jay Schall, Esq.	Email Exchange reflecting confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018502-WRM-PRIV018503	04/14/2011	Linda Chen; Ian Coughlan; Jay Schall, Esq.	Ian Coughlan; Linda Chen; Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Ian Coughlan; Jay Schall, Esq.	Email Exchange reflecting confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018507-WRM-PRIV018510	04/15/2011	Jay Schall, Esq.; Roxane Peper; Kim Sinatra, Esq.; Linda Chen	Roxane Peper; Jay Schall, Esq.; Linda Chen; Ian Coughlan	Kim Sinatra, Esq.; Ian Coughlan; Jay Schall, Esq.	Email Exchange providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018530-WRM-PRIV018532	04/19/2011	Jay Schall, Esq.			Draft agreement reflecting counsel's protected mental impressions regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV021814-WRM-PRIV021819	05/04/2011	Cindy Ku; Jay Schall, Esq.; Cindy Ku; Robert Miller; Kim Sinatra; Esq.	Daisy Chan; Cindy Ku; Jay Schall, Esq.; Robert Miller; Jay Schall, Esq.; Kim Sinatra, Esq.	Shannon Nadeau; WRMSA Employee (legal department); Roxane Peper; Kim Sinatra, Esq.; Robert Gansmo; Cindy Ku; Peter Barnes; WRMSA Employee (corporate investigations)	Email Exchange and attachment(s) providing confidential legal advice regarding compliance committee investigation	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV022532-WRM-PRIV022532	05/06/2011	Charlotte Hong	Jay Schall, Esq.		Email requesting confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV022536-WRM-PRIV022540	05/06/2011	Jay Schall, Esq.	Charlotte Hong		Email and attachment(s) providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV022570-WRM-PRIV022571	05/12/2011	Jay Schall, Esq.; Ian Coughlan	Ian Coughlan; Jay Schall, Esq.; Angela Lai	Ian Coughlan	Email Exchange reflecting confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV022574-WRM-PRIV022582	05/13/2011	WRMSA Employee (executive office); Jay Schall, Esq.; Katharine Liu; Ian Coughlan; Robert Gansmo	Jay Schall, Esq.; WRMSA Employee (executive office); Angela Lai; Katharine Liu; Ian Coughlan; Robert Gansmo	Angela Lai; Katharine Liu; Robert Gansmo	Email Exchange and attachment(s) reflecting confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV022583-WRM-PRIV022585	05/13/2011	Jay Schall, Esq.			Draft agreement reflecting counsel's protected mental impressions regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV022586-WRM-PRIV022590	05/13/2011	Jay Schall, Esq.; WRMSA Employee (executive office); Katharine Liu; Ian Coughlan; Robert Gansmo	WRMSA Employee (executive office); Jay Schall, Esq.; Angela Lai; Katharine Liu; Ian Coughlan; Robert Gansmo		Email Exchange reflecting confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV022598-WRM-PRIV022600	05/14/2011	Jay Schall, Esq.; Roxane Peper; Kim Sinatra, Esq.	Roxane Peper; Jay Schall, Esq.; Kim Sinatra, Esq.	Jay Schall, Esq.; Kim Sinatra, Esq.	Email Exchange providing confidential legal advice regarding stockholders' agreement	Attorney Client	Privilege Withhold
WRM-PRIV022614-WRM-PRIV022616	05/16/2011	Jay Schall, Esq.; Gibson Dunn attorney	Marcus Trummer, CPA; Oscar Lam; Jay Schall, Esq.; Gibson Dunn attorney		Email Exchange providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV022628-WRM-PRIV022633	05/16/2011	Robert Gansmo; Cindy Ku	Ernst & Young CPA; Robert Gansmo		Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV022660-WRM-PRIV022666	05/26/2011	Robert Gansmo; WRMSA Employee (CPA)	Clyde Nakashima; WRMSA Employee (CPA); WRMSA Executive (Planning & Analysis); WRMSA Executive (finance); Robert Gansmo		Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold

WRM-PRIV022678-WRM-PRIV022704	06/08/2011	Jay Schall, Esq.; Gibson Dunn attorney	WRMSA Executive (human resources); Marcus Trummer, CPA; Oscar Lam; Jay Schall, Esq.; Kevin Tourek, Esq.	Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding FCPA issues	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV022709-WRM-PRIV022709	06/10/2011	WRMSA Employee (CPA)	WRMSA Employee (general ledger)	Ben Lo; Clyde Nakashima; Robert Gansmo; WRMSA Executive (finance)	Email reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV022710-WRM-PRIV022710	06/10/2011	Robert Gansmo; WRL Executive (accounting)	WRMSA Employee (CPA); Robert Gansmo; WRL Executive (accounting)		Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV023169-WRM-PRIV023173	07/07/2011	Jay Schall, Esq.; Clyde Nakashima	Clyde Nakashima; WRMSA Executive (human resources); Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV023981-WRM-PRIV024006	07/12/2011	Jay Schall, Esq.			Draft memorandum providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV024007-WRM-PRIV024030	07/12/2011	Jay Schall, Esq.			Draft memorandum providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV024031-WRM-PRIV024072	07/12/2011	Jay Schall, Esq.; Jay Schall, Esq.	Ian Coughlan; Gibson Dunn attorney		Email Exchange and attachment(s) providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV024078-WRM-PRIV024078	07/15/2011	Flora Ao; Robert Gansmo; Angela Lai	Angela Lai; WRMSA Executive (finance); WRMSA Employee (CPA); David Ullrich; Flora Ao; Clive Cheng; WRMSA Employee (VIP services); Beatrice Yeung; WRMSA Employee (Guest Svcs); WRMSA Employee; WRMSA Employee (front office); WRMSA Employee (front office); WRMSA Employee (spa); WRMSA Employee (spa); WRMSA Executive (food & beverage); WRMSA Executive (culinary operations); WRMSA Executive (chef); WRMSA Employee; WRMSA Employee (chef); Peter Barnes; Minoru Oshimoto; Seiji Chikaba; WRMSA Executive (marketing); Charlotte Hong; Cindy Ku; Veronica Iao; WRMSA Employee (food & beverage)	Ian Coughlan; WRMSA Executive (executive office); Linda Chen; WRMSA Executive; Robert Gansmo; Jay Schall, Esq.	Email Exchange providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding director misconduct related to Wynn Macau	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV024113-WRM-PRIV024138	07/21/2011	Jay Schall, Esq.			Draft memorandum providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV024139-WRM-PRIV024164	07/21/2011	Jay Schall, Esq.			Draft memorandum providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV024217-WRM-PRIV024243	07/26/2011	Jay Schall, Esq.			Draft memorandum providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV024322-WRM-PRIV024332	08/05/2011	Jay Schall, Esq.; WRMSA Employee (corporate finance); Clifford Chance attorney; Clifford Chance attorney	Daisy Chan; Jay Schall, Esq.; Cindy Ku; Clifford Chance attorney; Clifford Chance attorney	Robert Gansmo; Jay Schall, Esq.; WRMSA Employee (corporate finance); Clifford Chance attorney; Clifford Chance attorney	Email Exchange reflecting confidential legal advice regarding corporate governance and business matters related to the common terms agreement	Attorney Client	Privilege Withhold
WRM-PRIV024333-WRM-PRIV024344	08/05/2011	Jay Schall, Esq.; WRMSA Employee (corporate finance); Clifford Chance attorney; Clifford Chance attorney; Angela Lai	Angela Lai; Daisy Chan; Cindy Ku; Jay Schall, Esq.; Clifford Chance attorney; Clifford Chance attorney	Robert Gansmo; Jay Schall, Esq.; WRMSA Employee (corporate finance); Clifford Chance attorney; Clifford Chance attorney	Email Exchange reflecting confidential legal advice regarding corporate governance and business matters related to the common terms agreement	Attorney Client	Privilege Withhold
WRM-PRIV024345-WRM-PRIV024359	08/05/2011	Jay Schall, Esq.; WRMSA Employee (corporate finance); Clifford Chance attorney; Clifford Chance attorney	Angela Lai; Daisy Chan; Cindy Ku; Jay Schall, Esq.; Clifford Chance attorney; Clifford Chance attorney	Robert Gansmo; Jay Schall, Esq.; WRMSA Employee (corporate finance); Clifford Chance attorney; Clifford Chance attorney	Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters related to the common terms agreement	Attorney Client	Privilege Withhold
WRM-PRIV024360-WRM-PRIV024374	08/05/2011	Jay Schall, Esq.; WRMSA Employee (corporate finance); Clifford Chance attorney; Clifford Chance attorney	Daisy Chan; Cindy Ku; Jay Schall, Esq.; Clifford Chance attorney; Clifford Chance attorney	Robert Gansmo; Jay Schall, Esq.; WRMSA Employee (corporate finance); Clifford Chance attorney; Clifford Chance attorney	Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters related to the common terms agreement	Attorney Client	Privilege Withhold
WRM-PRIV024375-WRM-PRIV024385	08/05/2011	Jay Schall, Esq.; Clifford Chance attorney; Clifford Chance attorney	Clifford Chance attorney; Jay Schall, Esq.; Clifford Chance attorney	WRMSA Employee (corporate finance); Clifford Chance attorney; Jay Schall, Esq.; Robert Gansmo; Clifford Chance attorney	Email Exchange providing confidential legal advice regarding corporate governance and business matters related to the common terms agreement	Attorney Client	Privilege Withhold

WRM-PRIV024386-WRM-PRIV024394	08/05/2011	Jay Schall, Esq.; Robert Gansmo	Robert Gansmo; Jay Schall, Esq.; Robert Gansmo		Email Exchange providing confidential legal advice regarding corporate governance and business matters related to the common terms agreement	Attorney Client	Privilege Withhold
WRM-PRIV025351-WRM-PRIV025379	10/10/2011	Jay Schall, Esq.	WRMSA Employee (corporate finance)		Email and attachment(s) forwarding Draft meeting minutes reflecting confidential legal advice regarding corporate governance business matters.	Attorney Client	Privilege Withhold
WRM-PRIV027002-WRM-PRIV027066	10/31/2011	Jay Schall, Esq.; Kim Sinatra, Esq.; BHFS attorney	Jay Schall, Esq.; Kevin Tourek, Esq.; Kim Sinatra, Esq.	Robert Shapiro, Esq.; BHFS attorney; Gibson Dunn attorney; Jeffrey Soza, Esq.	Email Exchange and attachment(s) providing confidential legal advice and prepared in anticipation of litigation regarding director misconduct and corporate governance.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV027976-WRM-PRIV027991	01/04/2012	Jay Schall, Esq.			Email e-mails information gathered at the direction of counsel and in anticipation of litigation related to the Freeh report and director's misconduct relating to Wynn Macau.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028283-WRM-PRIV028310	01/11/2012	Jay Schall, Esq.; Samanta Stewart	Skadden Arps attorney; Skadden Arps attorney; Jay Schall, Esq.; Kim Sinatra, Esq.; Matt Maddox; Michael Weaver; Cindy Mitchum; WRL Employee (executive office)		Email Exchange and attachment(s) providing confidential legal advice and prepared in anticipation of litigation regarding Aruze SEC filing.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028311-WRM-PRIV028338	01/11/2012	Jay Schall, Esq.; Samanta Stewart	Alexandre Correia DaSilva, Esq.; Ana Sofia Chaves, Esq.; Jose Carlos Silva, Esq.; Jay Schall, Esq.; Kim Sinatra, Esq.; Matt Maddox; Michael Weaver; Cindy Mitchum; WRL Employee (executive office)		Email Exchange and attachment(s) providing confidential legal advice and prepared in anticipation of litigation regarding Aruze SEC filing and DICJ notification requirements.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028339-WRM-PRIV028366	01/12/2012	Ian Coughlan; Jay Schall, Esq.; Samanta Stewart	Robert Gansmo; Ana Sofia Chaves, Esq.; Jose Carlos Silva, Esq.; Alexandre Correia DaSilva, Esq.; Jay Schall, Esq.; Kim Sinatra, Esq.; Matt Maddox; Michael Weaver; Cindy Mitchum; WRL Employee (executive office)	WRMSA Employee (legal department); Ian Coughlan	Email Exchange and attachment(s) providing confidential legal advice and prepared in anticipation of litigation regarding Aruze SEC filing and DICJ notification requirements.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028367-WRM-PRIV028394	01/12/2012	Ian Coughlan; Jay Schall, Esq.; Samanta Stewart	Katharine Liu; Ana Sofia Chaves, Esq.; Jose Carlos Silva, Esq.; Alexandre Correia DaSilva, Esq.; Jay Schall, Esq.; Kim Sinatra, Esq.; Matt Maddox; Michael Weaver; Cindy Mitchum; WRL Employee (executive office)	WRMSA Employee (legal department); Ian Coughlan	Email Exchange and attachment(s) providing confidential legal advice and prepared in anticipation of litigation regarding Aruze SEC filing and DICJ notification requirements.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028395-WRM-PRIV028423	01/12/2012	Jay Schall, Esq.; Jay Schall, Esq.; Kim Sinatra, Esq.; Samanta Stewart	Ian Coughlan; Wynn Macau director; Wynn Macau director; Assistant to WRL Director ; Assistant to WRL Director; John Moran; Alvin Shoemaker; Allan Zeman; Elaine Wynn; Marc Schorr; Robert Miller; Boone Wayson; Linda Chen; Kim Sinatra, Esq.; Matt Maddox; Michael Weaver; Cindy Mitchum; WRL Employee (executive office)	Allan Zeman; Kim Sinatra, Esq.; Jay Schall, Esq.; Kevin Tourek, Esq.; Gibson Dunn attorney; Robert Shapiro, Esq.; BHFS attorney; Matt Maddox	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028425-WRM-PRIV028429	01/13/2012	Jay Schall, Esq.; Mayer Brown Attorney ; Katharine Liu; Stewart Samanta	Katharine Liu; Mayer Brown Attorney ; Jay Schall, Esq.; Samanta Stewart; Ian Coughlan	Mayer Brown Distribution List; Katharine Liu	Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028430-WRM-PRIV028433	01/13/2012	Jay Schall, Esq.; Katharine Liu; Samanta Stewart	Katharine Liu; Jay Schall, Esq.; Samanta Stewart; Ian Coughlan		Email Exchange reflecting confidential legal advice and prepared in anticipation of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028434-WRM-PRIV028438	01/13/2012	Jay Schall, Esq.; Katharine Liu; Samanta Stewart	Katharine Liu; Jay Schall, Esq.; Samanta Stewart; Ian Coughlan		Email Exchange and attachment(s) reflecting confidential legal advice and prepared in anticipation of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028439-WRM-PRIV028443	01/13/2012	Jay Schall, Esq.; Katharine Liu; Samanta Stewart;	Mayer Brown Attorney ; Jay Schall, Esq.; Samanta Stewart; Katharine Liu; Ian Coughlan		Email Exchange and attachment(s) requesting confidential information needed to render legal advice and prepared in anticipation of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028444-WRM-PRIV028445	01/13/2012	Jay Schall, Esq.; Samanta Stewart; Katharine Liu	Ian Coughlan; Katharine Liu; Samanta Stewart; Jay Schall, Esq.		Email Exchange reflecting confidential legal advice and prepared in anticipation of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV028449-WRM-PRIV028451	01/17/2012	Jay Schall, Esq.; Kevin Tourek, Esq.; Jeffrey Soza, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Gibson Dunn attorney; Kevin Tourek, Esq.; Jeffrey Soza, Esq.; Jay Schall, Esq.; Robert Shapiro, Esq.; Glaser Weil Attorney	Kevin Tourek, Esq.; Jay Schall, Esq.; Debra Yang, Esq.; Jeffrey Soza, Esq.	Email Exchange requesting confidential information needed to render legal advice and prepared in anticipation of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028466-WRM-PRIV028466	01/20/2012	Robert Gansmo	Ian Coughlan; Jay Schall, Esq.		Email Exchange requesting confidential legal advice regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028613-WRM-PRIV028645	01/26/2012	Robert Gansmo; WRMSA Employee (corporate finance); WRMSA Executive (finance); Shannon Nadeau	WRMSA Employee (corporate finance); Robert Gansmo; WRMSA Executive (finance); John Strzemp; WLV Executive (operations); WLV Executive (operations); WDD Executive; Scott Peterson; Kim Sinatra, Esq.; Jay Schall, Esq.; Robert Gansmo; Alexandre Correia DaSilva, Esq.; James Stern; WRL Executive (accounting); WLV Executive (finance); WLV employee (finance); WRL Executive (Strategy & Development); WLV employee (international admin); WLV Executive (human resources); Peter Barnes; WRMSA Employee (purchasing); Marcus Trummer, CPA; WRMSA Employee (cage); WLV Employee (corporate investigations); WRMSA Executive (casino marketing)	Cindy Ku; WRMSA Executive (finance); Cindy Ku; Ben Lo; Robert Miller; Cindy Mitchum; Marc Schorr; Matt Maddox; Ian Coughlan; Kevin Tourek, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters regarding compliance	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028697-WRM-PRIV028697	01/31/2012	Ian Coughlan; James Stern	WRMSA Executive (executive office); Peter Barnes	James Stern; WLV Employee (corporate investigations); WLV employee (security)	Email Exchange requesting confidential information needed to render legal advice and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028814-WRM-PRIV028855	02/09/2012	Jay Schall, Esq.; Debra Yang, Esq.; Kim Sinatra, Esq.	Debra Wong Yang, Esq.; Jay Schall, Esq.	Debra Yang, Esq.; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in anticipation of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028856-WRM-PRIV028897	02/09/2012	Jay Schall, Esq.; Kim Sinatra, Esq.	Debra Wong Yang, Esq.; Jay Schall, Esq.; Debra Yang, Esq.	Jay Schall, Esq.; Debra Yang, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in anticipation of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing and UMAC donation.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028898-WRM-PRIV029188	02/09/2012	Jay Schall, Esq.; Kim Sinatra, Esq.	Debra Wong Yang, Esq.; Jay Schall, Esq.	Jay Schall, Esq.; Debra Yang, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in anticipation of litigation and protected by Macau Special Administrative Region Law n.º 16/2001 Section I, Article 16 regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV029189-WRM-PRIV029519	02/09/2012	Jay Schall, Esq.; Kim Sinatra, Esq.	Debra Wong Yang, Esq.; Jay Schall, Esq.	Jay Schall, Esq.; Debra Yang, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in anticipation of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV029548-WRM-PRIV029675	02/11/2012	Jay Schall, Esq.; Frank Cassella	Daisy Chan; John Strzemp; Matt Maddox; Kim Sinatra, Esq.; WRL Executive (accounting); Scott Peterson; WLV Executive (finance); Teri Peers, CPA; Kevin Tourek, Esq.; Samanta Stewart; Marcus Trummer, CPA; WDD Executive; Wynn Design & Development Executive (Finance); Robert Gansmo; Clyde Nakashima; WRMSA Employee (finance); Jay Schall, Esq.; WRL Executive (CPA); WRL Executive (Corporate Tax); WRMSA Executive (Planning & Analysis); Ernst & Young (audit partner); Ernst & Young CPA; Ernst & Young Employee; Ernst & Young CPA; Ernst & Young employee; Gibson Dunn Attorney ; Gibson Dunn attorney		Email Exchange and attachment(s) requesting confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding SEC filing	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV029677-WRM-PRIV029678	02/13/2012	Jay Schall, Esq.; Daisy Chan	Daisy Chan; Jay Schall, Esq.		Email Exchange providing confidential information needed to render legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV029679-WRM-PRIV029680	02/13/2012	Jay Schall, Esq.; Daisy Chan	WRMSA Employee (IT operations); Jay Schall, Esq.		Email Exchange providing confidential information needed to render legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV029681-WRM-PRIV029682	02/13/2012	Jay Schall, Esq.; Daisy Chan	Daisy Chan; Jay Schall, Esq.		Email Exchange providing confidential information needed to render legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV029683-WRM-PRIV029684	02/13/2012	Jay Schall, Esq.; Roxane Peper	Roxane Peper; Jay Schall, Esq.		Email Exchange providing confidential information needed to render legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV029710-WRM-PRIV029711	02/13/2012	Jay Schall, Esq.; Daisy Chan	WRMSA Employee (IT operations); Jay Schall, Esq.; Daisy Chan		Email Exchange providing confidential information needed to render legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV029720-WRM-PRIV029721	02/13/2012	Jay Schall, Esq.; Ian Coughlan; Daisy Chan	Ian Coughlan; Jay Schall, Esq., WRMSA Employee (IT operations); Daisy Chan	Daisy Chan	Email Exchange requesting confidential information needed to render legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV029873-WRM-PRIV029873	02/15/2012	Ian Coughlan; James Stern	Jay Schall, Esq.; Ian Coughlan; Peter Barnes		Email Exchange providing confidential information needed to render legal advice and prepared in anticipation of litigation regarding Freeh investigation.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029964-WRM-PRIV029969	02/20/2012	Ian Coughlan	Jay Schall, Esq.		Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030160-WRM-PRIV030161	02/20/2012	Ian Coughlan; Kim Sinatra, Esq.; Angela Lai	Robert Gansmo; Kim Sinatra, Esq.; Ian Coughlan	John Strzemp; Jay Schall, Esq.; Daniel Neff, Esq.	Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030164-WRM-PRIV030169	02/20/2012	Ian Coughlan	Robert Gansmo		Email and attachment(s) forwarding confidential memorandum providing confidential legal advice from Wynn Legal Department regarding Freeh investigation.	Work Product	Privilege Withhold
WRM-PRIV030279-WRM-PRIV030295	02/21/2012	Jay Schall, Esq.	Frank Cassella; WRL Executive (accounting)	Jay Schall, Esq.	Email and attachment(s) requesting confidential information needed to render legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding redemption of shares	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030372-WRM-PRIV030373	02/22/2012	Jay Schall, Esq.; Tricor Services Ltd. Officer (corporate services)	Kim Sinatra, Esq.; Mayer Brown Attorney ; Johnson Stokes & Master Attorney ; Jay Schall, Esq.; Tricor Services Ltd. Officer (corporate services)	Jay Schall, Esq.; Skadden Arps attorney; WRMSA Employee (accounts payable)	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030393-WRM-PRIV030394	02/22/2012	Ian Coughlan	Jay Schall, Esq.; Robert Gansmo		Email providing confidential information needed to render legal advice and prepared in the course of litigation regarding Aruze's and Universal's activities in the Philippines	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030603-WRM-PRIV030603	02/23/2012	Jay Schall, Esq.; Sard Verbinen & Co. Executive	Sard Verbinen & Co. Executive ; Jay Schall, Esq.	Jay Schall, Esq.; Katharine Liu; SardVerbinen & Co Distribution List; Samanta Stewart; Michael Weaver; Kim Sinatra, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030606-WRM-PRIV030607	02/23/2012	Jay Schall, Esq.; Sard Verbinen & Co. Executive	Jay Schall, Esq.; Katharine Liu; Sard Verbinen & Co. Executive	Michael Weaver; Samanta Stewart; Wynn - Sard Verbinen & Co Distribution List; Michael Weaver; Wynn - SardVerbinen & Co Distribution List	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV031189-WRM-PRIV031195	02/25/2012	Jay Schall, Esq.; Michael Weaver; Katharine Liu	Michael Weaver; Jay Schall, Esq.; Katharine Liu		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding UMAC donation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031368-WRM-PRIV031388	02/27/2012	Jay Schall, Esq.	WRMSA Employee (corporate finance)		Email and attachment(s) forwarding Draft meeting minutes regarding corporate governance business matters.	Attorney Client	Privilege Withhold
WRM-PRIV031492-WRM-PRIV031516	02/28/2012	Jay Schall, Esq.; Skadden Arps attorney; Frank Cassella; Wynn Las Vegas Corporate Accounting Distribution List	Daisy Chan; Jay Schall, Esq.; Frank Cassella; Skadden Arps attorney	Clyde Nakashima; WRMSA Employee (finance); Skadden Arps attorney; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding SEC filing.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV031517-WRM-PRIV031526	02/28/2012	Jay Schall, Esq.; Sard Verbinen & Co. Executive ; Jay Schall, Esq.	Sard Verbinen & Co. Executive ; Kim Sinatra, Esq.; Linda Chen; Michael Weaver	Jay Schall, Esq.; Kim Sinatra, Esq.; Sard Verbinen Executive	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding UMAC donation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031582-WRM-PRIV031588	02/28/2012	Jay Schall, Esq.; Michael Weaver	Samanta Stewart; Michael Weaver; Jay Schall, Esq.; Katharine Liu	Katharine Liu	Email Exchange and attachment(s) requesting confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035110-WRM-PRIV035129	03/06/2012	Jay Schall, Esq.	Gibson Dunn attorney		Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding UMAC donation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035373-WRM-PRIV035374	03/08/2012	Jay Schall, Esq.; Sard Verbinen & Co. Employee	Allan Zeman; Wynn Macau director; Wynn Macau director; Wynn Macau director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq.; Shannon Nadeau; Ian Coughlan; Robert Shapiro, Esq.; Glaser Weil LLP attorney; WLRK attorney, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee; Jeffrey Soza, Esq.; Daniel Neff, Esq.	SardVerbinen & Co Distribution List	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding UMAC donation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035403-WRM-PRIV035404	03/08/2012	Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding redemption of shares	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV036475-WRM-PRIV036510	03/09/2012	Robert Gansmo; Ben Lo	WRMSA Executive (Planning & Analysis); Robert Gansmo	WRMSA Executive (finance)	Email Exchange and attachment(s) prepared in anticipation of litigation regarding information requested by and at the director of WRL counsel regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV036815-WRM-PRIV036818	03/09/2012	Gibson Dunn Attorney ; Jay Schall, Esq.	Jay Schall, Esq.; Kevin Tourek, Esq.; Robert Gansmo; Gibson Dunn Attorney	Debra Wong Yang; Jay Schall, Esq.	Email Exchange requesting confidential information needed to render legal advice and prepared in the course of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV036847-WRM-PRIV036848	03/12/2012	Jay Schall, Esq.; Gibson Dunn Attorney	Debra Wong Yang, Esq.; Gibson Dunn attorney; Gibson Dunn Attorney; Gibson Dunn Attorney ; Jay Schall, Esq.	Debra Yang, Esq.; Gibson Dunn Attorney	Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV038213-WRM-PRIV038224	03/16/2012	Robert Gansmo	Clyde Nakashima; Shannon Nadeau	Jay Schall, Esq.; Kevin Tourek, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV041897-WRM-PRIV041925	03/23/2012	Jay Schall, Esq.			Presentation providing confidential legal advice and prepared in the course of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV042939-WRM-PRIV042939	04/05/2012	Jay Schall, Esq.	Ian Coughlan; Kim Sinatra, Esq.		Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding DICJ inquiry, corporate governance matters, and director's misconduct.	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV042952-WRM-PRIV042953	04/09/2012	Jay Schall, Esq.; Kim Sinatra, Esq.	Ian Coughlan; Kim Sinatra, Esq.; Jay Schall, Esq.; Ian Coughlan; Linda Chen	Kevin Tourek, Esq.; BHFS attorney	Email Exchange reflecting confidential legal advice with Jay Schall, Esq. and prepared in the course of litigation regarding GCB investigation into director misconduct	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV042954-WRM-PRIV042954	04/09/2012	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Jay Schall, Esq.; Ian Coughlan; Linda Chen	Kevin Tourek, Esq.; BHFS attorney	Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding GCB investigation into director misconduct	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043520-WRM-PRIV043568	04/24/2012	Jay Schall, Esq.; WRL Executive (accounting)	Skadden Arps attorney; Skadden Arps attorney; Daisy Chan; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding SEC filing	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV043594-WRM-PRIV043621	04/26/2012	WRMSA Employee (corporate finance); WRMSA Employee (corporate finance); Shannon Nadeau	Cindy Ku; Robert Gansmo; John Strzemp; WLV Executive (operations); WLV Executive (operations); WDD Executive; Scott Peterson; Kim Sinatra, Esq.; Jay Schall, Esq.; Robert Gansmo; Alexandre Correia DaSilva, Esq.; James Stern; WRL Executive (accounting); WLV Executive (finance); WLV employee (finance); WRL Executive (Strategy & Development); WLV employee (international admin); Peter Barnes; WRMSA Employee (corporate finance); WRMSA Executive (finance); WRMSA Employee (purchasing); Marcus Trummer, CPA; WRMSA Employee (cage); WLV Employee (corporate investigations); WRMSA Executive (casino marketing) ; WLV Executive (Human Resources)	WRMSA Executive (finance); Robert Miller; Cindy Mitchum; Marc Schorr; Matt Maddox; Ian Coughlan; Kevin Tourek, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters regarding compliance	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043659-WRM-PRIV043660	05/04/2012	Charlotte Hong; Jay Schall, Esq.	Linda Chen; Robert Gansmo; Ian Coughlan; Angela Lai; Sharon Lam; Cindy Ku; Charlotte Hong	Shannon Nadeau	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding GCB investigation into director misconduct	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044079-WRM-PRIV044083	05/26/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044123-WRM-PRIV044130	05/30/2012	Jay Schall, Esq.; Shannon Nadeau	Daisy Chan; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding FCPA issues	Attorney Client	Privilege Withhold

WRM-PRIV044431-WRM-PRIV044445	07/03/2012	Ian Coughlan; Shannon Nadeau	Jay Schall, Esq.; Marc Schorr; John Strzemp; Matt Maddox; Kim Sinatra, Esq.; Ian Coughlan; Linda Chen; Robert Gansmo; Jay Schall, Esq.; WLV Executive (operations); WDD Executive; WLV Executive (operations); Scott Peterson; WRL Executive (Strategy & Development); James Stern; WRMSA Employee (security & corporate investigation); Michael Weaver; WRMSA Executive (Premium Marketing); WRMSA Executive (casino marketing) ; WLV Executive (finance); WLV Executive (slot marketing); WLV Executive (retail); Marcus Trummer, CPA; WRMSA Executive (casino operations); WRMSA Employee (table games); Teri Peers, CPA; WLV employee (finance); WRMSA Employee (cage); WLV Executive (Human Resources); WLV employee (international admin); WRMSA Employee (corporate finance); WRMSA Employee (purchasing); WRMSA Executive (finance); WLV Employee (corporate investigations)	Email Exchange and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters regarding compliance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044553-WRM-PRIV044567	07/03/2012	Shannon Nadeau	Marc Schorr; John Strzemp; Matt Maddox; Kim Sinatra, Esq.; Ian Coughlan; Linda Chen; Robert Gansmo; Jay Schall, Esq.; WLV Executive (operations); WDD Executive; WLV Executive (operations); Scott Peterson; WRL Executive (Strategy & Development); James Stern; WRMSA Employee (security & corporate investigation); Michael Weaver; WRMSA Executive (Premium Marketing); WRMSA Executive (casino marketing) ; WLV Executive (finance); WLV Executive (slot marketing); WLV Executive (retail); Marcus Trummer, CPA; WRMSA Executive (casino operations); WRMSA Employee (table games); Teri Peers, CPA; WLV employee (finance); WRMSA Employee (cage); WLV Executive (Human Resources); WLV employee (international admin); WRMSA Employee (corporate finance); WRMSA Employee (purchasing); WRMSA Executive (finance); WLV Employee (corporate investigations)	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters regarding compliance	Accountant Client; Attorney Client; Work Product	Privilege Withhold

WRM-PRIV044578-WRM-PRIV044579	07/03/2012	Robert Gansmo; Shannon Nadeau	WRMSA Executive (casino operations); Shannon Nadeau; Marc Schorr; John Strzemp; Matt Maddox; Kim Sinatra, Esq.; Ian Coughlan;; Linda Chen; Robert Gansmo; Jay Schall, Esq.; WLV Executive (operations); WDD Executive; WLV Executive (operations); Scott Peterson; WRL Executive (Strategy & Development); James Stern; WRMSA Employee (security & corporate investigation); Micheal Weaver; WRMSA Executive (Premium Marketing); WRMSA Executive (casino marketing) ; WLV Executive (finance); WLV Executive (slot marketing); WLV Executive (retail); Marcus Trummer, CPA; WRMSA Executive (casino operations); WRMSA Employee (table games); Teri Peers, CPA; WLV employee (finance); WRMSA Employee (cage); WLV Executive (Human Resources); WLV employee (international admin); WRMSA Employee (corporate finance); WRMSA Employee (purchasing); WRMSA Executive (finance); WLV Employee (corporate investigations)		Email Exchange and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters regarding compliance	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV044597-WRM-PRIV044601	07/04/2012	Jay Schall, Esq.; Katharine Liu	Kim Sinatra, Esq.; Ian Coughlan; Linda Chen; Robert Gansmo; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV044602-WRM-PRIV044602	07/04/2012	Robert Gansmo; Katharine Liu	Katharine Liu; Ian Coughlan; Linda Chen; Robert Gansmo; Jay Schall, Esq.		Email Exchange reflecting confidential legal advice and prepared in the course of litigation regarding UMAC donation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044612-WRM-PRIV044617	07/14/2012	Roxane Peper			Draft meeting minutes reflecting confidential legal advice with various counsel for Wynn Resorts, Limited and prepared in anticipation of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV050380-WRM-PRIV050467	08/24/2012	Jay Schall, Esq.; Skadden Arps attorney	Frank Cassella; Jay Schall, Esq.; Clyde Nakashima; WRMSA Employee (finance); WRMSA Employee (corporate)	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV052442-WRM-PRIV052515	10/16/2012	Robert Gansmo; WRMSA Employee (corporate finance); WRMSA Executive (finance); Shannon Nadeau	WRMSA Employee (corporate finance); Robert Gansmo; WRMSA Executive (finance); Marc Schorr; John Strzemp; Matt Maddox; Kim Sinatra, Esq.; Ian Coughlan; Linda Chen; Robert Gansmo; Jay Schall, Esq.; WLV Executive (operations); WDD Executive; WLV Executive (operations); Scott Peterson; WRL Executive (Strategy & Development); James Stern; WRMSA Employee (security & corporate investigation); Michael Weaver; WRMSA Executive (Premium Marketing); WRMSA Executive (casino marketing) ; WLV Executive (finance); WLV Executive (slot marketing); WLV Executive (retail); Marcus Trummer, CPA; WRMSA Executive (casino operations); WRMSA Employee (table games); Teri Peers, CPA; WLV employee (finance); WRMSA Employee (cage); WLV Executive (Human Resources); WLV employee (international admin); WRMSA Employee (corporate finance); WRMSA Employee (purchasing); WRMSA Executive (finance)	Cindy Ku; Cindy Ku; Robert Gansmo; Ben Lo; WRMSA Employee (accounts payable); Robert Miller; Cindy Mitchum; Michelle Koch, Esq.; WLV employee (security)	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters regarding compliance	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052516-WRM-PRIV052516	10/17/2012	Ian Coughlan; Jose Carlos Silva, Esq.	Jose Carlos Silva, Esq.; Kim Sinatra, Esq.; Ian Coughlan	Jay Schall, Esq.; Robert Gansmo; Marc Schorr	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding compliance with data protection requirements.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052575-WRM-PRIV052576	10/30/2012	Jay Schall, Esq.; Kim Sinatra, Esq.; Michael Weaver	Kim Sinatra, Esq.; Jay Schall, Esq.; Michael Weaver		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052690-WRM-PRIV052719	11/29/2012	WRMSA Employee (CPA)			Draft forms reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV052780-WRM-PRIV052788	12/28/2012	Ian Coughlan; Shannon Nadeau	Angela Lai; Marc Schorr; John Strzemp; Matt Maddox; Kim Sinatra, Esq.; Ian Coughlan; Linda Chen; Robert Gansmo; Jay Schall, Esq.; WLV Executive (operations); WDD Executive; WLV Executive (operations); Scott Peterson; WRL Executive (Strategy & Development); James Stern; WRMSA Employee (security & corporate investigation); Michael Weaver; WRMSA Executive (Premium Marketing); WRMSA Executive (casino marketing) ; WLV Executive (finance); WLV Executive (slot marketing); WLV Executive (retail); Marcus Trummer, CPA; WRMSA Executive (casino operations); WRMSA Employee (table games); Teri Peers, CPA; WLV employee (finance); WRMSA Employee (cage); WLV Executive (Human Resources); WLV employee (international admin); WRMSA Employee (corporate finance); WRMSA Employee (purchasing); WRMSA Executive (finance)	Robert Miller; Cindy Mitchum;	Email Exchange and attachment(s) requesting confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters related to compliance.	Accountant Client; Attorney Client	Privilege Withhold

WRM-PRIV053051-WRM-PRIV053075	01/23/2013	Robert Gansmo; Zuleika Mok; WRMSA Employee (human resources)	Ana Sofia Chaves, Esq.; Robert Gansmo; Zuleika Mok		Email Exchange and attachment(s) reflecting confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV053233-WRM-PRIV053235	01/30/2013	Samanta Stewart	Jay Schall, Esq.; Kim Sinatra, Esq.; Matt Maddox; Michael Weaver; Samanta Stewart		Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding statements in the press regarding WRL/WML actions.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053468-WRM-PRIV053478	02/22/2013	Daisy Chan			Spreadsheet reflecting confidential legal advice with Jay Schall, Esq. regarding charitable donations.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV000017-WRM-PRIV000025	01/15/2005	WRL Executive (attorney); Robert Gansmo	Alexandre Correia DaSilva, Esq.; WRL Executive (attorney)		Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters.	Attorney Client	Privilege Withhold
WRM-PRIV000029-WRM-PRIV000029	06/15/2005	Cindy Ku; WRMSA Employee (CPA); Cindy Ku; WRMSA Employee (HR administration)	WRMSA Employee (HR administration); Cindy Ku; WRMSA Employee (CPA); WRMSA Employee (executive office); WRMSA Employee (IT operations); Ben Lo; WRMSA Executive (security & corporate investigation); WRMSA Employee (hotel & catering sales); WRMSA Employee (planning & analysis); WRMSA Employee (HR administration); Cindy Ku; WRMSA Employee (security); WRMSA Executive (casino operations); WRMSA Employee (corporate investigation); WRMSA employee (compensation & benefits); WRMSA Employee (internal audit); WRMSA Employee (HR administration); Ana Sofia Chaves, Esq.; WRMSA Employee (casino administration) ; WRMSA Employee (marketing & communications); WRMSA Employee (communications); WRMSA Employee; WRMSA Employee; WRMSA Employee (technology assistant) ; WRMSA Employee (communications); WRMSA Employee (compensation & benefits); WRMSA Employee (IT administration); WRMSA Employee (engineer); WRMSA Employee (systems engineer); WRMSA Employee; WRMSA Employee (employee services); WRMSA Employee (projects & innovation); WRMSA Employee (general ledger)		Email Exchange requesting confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding FCPA issues	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000031-WRM-PRIV000032	03/27/2006	Scott Peterson; Marcus Trummer, CPA	Cindy Ku; Scott Peterson		Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters.	Accountant Client	Privilege Withhold
WRM-PRIV000033-WRM-PRIV000036	03/28/2006	Scott Peterson; Marcus Trummer, CPA	Cindy Ku; Scott Peterson; Marcus Trummer, CPA	John Strzemp	Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding DICJ inquiry.	Accountant Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV000037-WRM-PRIV000038	06/28/2006	Scott Peterson; Marcus Trummer, CPA	Cindy Ku; Scott Peterson		Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters.	Accountant Client	Privilege Withhold
WRM-PRIV000039-WRM-PRIV000050	09/09/2006	Jay Schall, Esq.; Boies Schiller Flexner Attorney	Samanta Stewart; Kim Sinatra, Esq.; Jay Schall, Esq.	Boies Schiller Flexner Attorney	Email Exchange and attachment(s) providing confidential legal advice regarding SEC filing.	Attorney Client	Privilege Withhold
WRM-PRIV000051-WRM-PRIV000053	09/20/2006	Jay Schall, Esq.; Roxane Peper	Daisy Chan; Kim Sinatra, Esq.; Kevin Tourek, Esq.; Jay Schall, Esq.; WRL Executive (CPA); Samanta Stewart; Robert Gansmo; Teri DeTrollo (Peers); WRL Executive (accounting)		Email Exchange and attachment(s) providing confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters.	Accountant Client; Attorney Client	Privilege Withhold

WRM-PRIV000054-WRM-PRIV000055	10/03/2006	Scott Peterson; Marcus Trummer, CPA	Marcus Trummer, CPA; Scott Peterson	Cindy Ku; WRMSA Employee (internal audit); Cindy Ku; WRMSA Employee (internal audit)	Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding Sarbanes Oxley Compliance.	Accountant Client	Privilege Withhold
WRM-PRIV000056-WRM-PRIV000058	10/24/2006	Jay Schall, Esq.; Kim Sinatra, Esq.	Latham & Watkins Attorney	Jay Schall, Esq.; Kim Sinatra, Esq.; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice regarding amendment to operating agreement.	Attorney Client	Privilege Withhold
WRM-PRIV000125-WRM-PRIV000134	12/13/2006	Jay Schall, Esq.; Jay Schall, Esq.	Kim Sinatra, Esq.; Angela Lai	Wynn Air Transportation Consultant ; Kim Sinatra, Esq.	Email Exchange and attachment(s) providing confidential legal advice regarding business and draft communications with government related to air transportation.	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV000138-WRM-PRIV000143	01/17/2007	Jay Schall, Esq.; Kim Sinatra, Esq.; Matt Maddox	Jay Schall, Esq.; WRL Executive	Kim Sinatra, Esq.	Email Exchange and attachment(s) requesting confidential information needed to render legal advice regarding land concession	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV000206-WRM-PRIV000208	07/31/2007	Ian Coughlan; Alexandre Correia Dasilva, Esq.; Greenberg Traurig, LLP attorney	Katharine Liu; Kim Sinatra, Esq.; Ian Coughlan		Email Exchange providing confidential legal advice regarding corporate governance and charitable donations	Attorney Client	Privilege Withhold
WRM-PRIV000213-WRM-PRIV000214	10/24/2007	Robert Gansmo; Samanta Stewart	Scott Peterson; Samanta Stewart; Robert Gansmo	Kim Sinatra, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice with Kim Sinatra, Esq. regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV000221-WRM-PRIV000222	11/22/2007	WDD Executive (Project Development); Jay Schall, Esq.; Roxane Peper	Jay Schall, Esq.; WDD Executive (Project Development); WRL Executive (accounting); Teri Peers, CPA; Robert Gansmo; Samanta Stewart; WRL Executive (CPA); Kim Sinatra, Esq.; Kevin Tourek, Esq.; Matt Maddox		Email Exchange providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters relating to corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000226-WRM-PRIV000226	11/22/2007	Ian Coughlan; Roxane Peper; Jay Schall, Esq.	Jay Schall, Esq.; Ian Coughlan; WRL Executive (accounting); Teri Peers, CPA; Robert Gansmo; Samanta Stewart; WRL Executive (CPA); Kevin Tourek, Esq.; Matt Maddox		Email Exchange providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters relating to corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000230-WRM-PRIV000232	12/03/2007	Robert Gansmo	WRMSA Employee (security)		Email and attachment(s) forwarding organization structure regarding chart prepared by Wynn Legal Department.	Attorney Client	Privilege Withhold
WRM-PRIV000233-WRM-PRIV000235	12/19/2007	Robert Gansmo	Ernst & Young CPA		Email and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client	Privilege Withhold
WRM-PRIV000236-WRM-PRIV000355	01/24/2008	Jay Schall, Esq.; Boies Schiller Flexner Attorney	WRL Executive (CPA); Alexandre Correia DaSilva, Esq.	Alexandre Correia DaSilva, Esq.; Ana Sofia Chaves, Esq.; Kim Sinatra, Esq.; Matt Maddox	Email Exchange and attachment(s) providing confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding Macau law issues.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000529-WRM-PRIV000531	04/04/2008	Samanta Stewart	Jay Schall, Esq.		Email and attachment(s) providing confidential information needed to render legal advice regarding misconduct in the Philippines	Attorney Client	Privilege Withhold
WRM-PRIV000532-WRM-PRIV000532	04/05/2008	Jay Schall, Esq.; Samanta Stewart	Samanta Stewart; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding regulatory issues	Attorney Client	Privilege Withhold
WRM-PRIV000533-WRM-PRIV000533	04/05/2008	Jay Schall, Esq.; Samanta Stewart	Samanta Stewart; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding regulatory issues	Attorney Client	Privilege Withhold
WRM-PRIV000534-WRM-PRIV000535	04/21/2008	Jay Schall, Esq.; Ian Coughlan	Ian Coughlan; Jay Schall, Esq.; Alexandre Correia DaSilva, Esq.;	WRMSA Employee (executive office)	Email Exchange providing confidential legal advice and protected by Macau Special Administrative Region Law n.º 16/2001 Section I, Article 16 regarding land concession	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV000536-WRM-PRIV000539	04/30/2008	Scott Peterson; Samanta Stewart	Robert Gansmo; Scott Peterson; Ian Coughlan; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential information needed to render legal advice with Jay Schall, Esq. regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV000540-WRM-PRIV000547	05/23/2008	WRL Executive (CPA)	Jay Schall, Esq.		Email and attachment(s) requesting confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000551-WRM-PRIV000558	05/28/2008	WRL Executive (CPA)	Jay Schall, Esq.	WRL Executive (accounting)	Email and attachment(s) requesting confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold

WRM-PRIV000559-WRM-PRIV000574	05/29/2008	Jay Schall, Esq.	M&P Corporate Services Employee; M&P Corporate Services Employee	WRL Executive (CPA); WRL Executive (accounting)	Email Exchange and attachment(s) providing confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000575-WRM-PRIV000612	06/04/2008	Roxane Peper; Jay Schall, Esq.	Skadden Arps Attorney; Roxane Peper	Jay Schall, Esq.; Skadden Arps Attorney	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters relating to WRL articles and bylaws.	Attorney Client	Privilege Withhold
WRM-PRIV000613-WRM-PRIV000618	06/06/2008	WRMSA Employee (legal department); Alexandre Correia DaSilva, Esq.; WRMSA Employee (corporate finance)	WRMSA Employee (corporate finance); WRMSA Employee (legal department); Correia DaSilva, Esq.	Jay Schall, Esq.; Alexandre Correia DaSilva, Esq.; Daisy Chan	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding Wynn communications with government officials	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV000619-WRM-PRIV000636	06/13/2008	Boies Schiller Flexner Attorney; Boies Schiller Flexner Attorney; Jay Schall, Esq.; WRL Executive (CPA)	Skadden Arps Attorney; Jay Schall, Esq.; Boies Schiller Flexner Attorney; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps Attorney; Kim Sinatra, Esq.	Jay Schall, Esq.; Boies Schiller Flexner Attorney; Boies Schiller Flexner Attorney; WRMSA Employee (corporate finance)	Email Exchange and attachment(s) requesting confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000637-WRM-PRIV000646	06/13/2008	Skadden Arps Attorney; Jay Schall, Esq.; WRL Executive (CPA)	Boies Schiller Flexner Attorney; Skadden Arps Attorney; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps Attorney; Kim Sinatra, Esq.; Jay Schall, Esq.	Jay Schall, Esq.; WRMSA Employee (corporate finance)	Email Exchange and attachment(s) requesting confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000654-WRM-PRIV000655	07/08/2008	Marc Schorr; Ian Coughlan	Ian Coughlan; Marc Schorr	Linda Chen; Alexandre Correia DaSilva, Esq.; Samanta Stewart; Cindy Mitchum	Email Exchange reflecting confidential legal advice with Alexander "Xana" Correia da Silva regarding Wynn communications with government officials	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV000656-WRM-PRIV000657	07/08/2008	WRMSA Executive (technology); Ian Coughlan	Ian Coughlan; WRMSA Executive (technology); Marc Schorr	Linda Chen; Samanta Stewart; Cindy Mitchum; Alexandre Correia DaSilva, Esq.	Email Exchange reflecting confidential legal advice with Alexander "Xana" Correia da Silva regarding corporate governance and business matters.	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV000667-WRM-PRIV000669	09/23/2008	Jay Schall, Esq.; Roxane Peper	Daisy Chan; WRL employee (executive office); WRL Executive (accounting); Teri Peers, CPA; Robert Gansmo; Samanta Stewart; WRL Executive (CPA); Jay Schall, Esq.; WRL employee (executive office)		Email Exchange and attachment(s) providing confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000670-WRM-PRIV000672	09/24/2008	Robert Gansmo; Roxane Peper	Ernst & Young CPA; WRL employee (executive office); WRL Executive (accounting); Teri Peers, CPA; Robert Gansmo; Samanta Stewart; WRL Executive (CPA); Jay Schall, Esq.; WRL employee (executive office)		Email Exchange and attachment(s) providing confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000711-WRM-PRIV000719	12/26/2008	Jay Schall, Esq.	WRMSA Employee (CPA)		Email and attachment(s) providing confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000721-WRM-PRIV000724	02/25/2009	Roxane Peper; Jay Schall, Esq.	Jay Schall, Esq.; Roxane Peper		Email Exchange and attachment(s) requesting confidential information needed to render legal advice regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV000725-WRM-PRIV000744	03/11/2009	WRL Executive (CPA); Jay Schall, Esq.	Jay Schall, Esq.; WRL Executive (CPA)		Email Exchange and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate structure.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV000745-WRM-PRIV000747	03/12/2009	Jay Schall, Esq.	Skadden Arps attorney	WRMSA Employee (corporate finance)	Email and attachment(s) providing confidential legal advice regarding Wynn Macau ownership.	Attorney Client	Privilege Withhold
WRM-PRIV000748-WRM-PRIV000749	03/15/2009	Skadden Arps attorney; Jay Schall, Esq.	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney		Email Exchange providing confidential legal advice regarding potential share regarding transfer related to Wynn divorce.	Attorney Client	Privilege Withhold

WRM-PRIV000750-WRM-PRIV000752	04/23/2009	Ian Coughlan; Robert Gansmo; Ana Sofia Chaves, Esq.; Jay Schall, Esq.	Robert Gansmo; Ian Coughlan; Ana Sofia Chaves, Esq.; Alexandre Correia DaSilva, Esq.; Jay Schall, Esq.	Alexandre Correia DaSilva, Esq.; Jay Schall, Esq.	Email Exchange reflecting confidential legal advice with Jay Schall, Esq. regarding corporate governance and charitable donations	Attorney Client	Privilege Withhold
WRM-PRIV000753-WRM-PRIV000755	04/23/2009	Robert Gansmo; Ana Sofia Chaves, Esq.; Jay Schall, Esq.	Ana Sofia Chaves, Esq.; Robert Gansmo; Alexandre Correia DaSilva, Esq.; Jay Schall, Esq.		Email Exchange providing confidential legal advice with Ana Sofia Chaves, Esq. regarding corporate governance and charitable donations	Attorney Client	Privilege Withhold
WRM-PRIV000756-WRM-PRIV000757	04/23/2009	Robert Gansmo; Jay Schall, Esq.	Jay Schall, Esq.; Robert Gansmo		Email Exchange providing confidential information needed to render legal advice regarding corporate governance and charitable donations	Attorney Client	Privilege Withhold
WRM-PRIV000818-WRM-PRIV000818	06/09/2009	Jay Schall, Esq.; Ian Coughlan	Ian Coughlan; Jay Schall, Esq.; WRMSA Employee (retail)		Email Exchange reflecting confidential legal advice with Jay Schall, Esq. regarding Aruze's and Universal's activities in the Philippines	Attorney Client	Privilege Withhold
WRM-PRIV000827-WRM-PRIV000827	06/13/2009	Angela Lai	Matt Maddox	Alexandre Correia DaSilva, Esq.	Email requesting confidential legal advice regarding Wynn communications with government officials	Attorney Client	Privilege Withhold
WRM-PRIV000828-WRM-PRIV000828	06/13/2009	Angela Lai	Kim Sinatra, Esq.; Matt Maddox	Jay Schall, Esq.; Alexandre Correia DaSilva, Esq.	Email Exchange providing confidential legal advice regarding corporate governance and business matters	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV000829-WRM-PRIV000830	06/13/2009	Kim Sinatra, Esq.; Angela Lai	Angela Lai; Kim Sinatra, Esq.; Matt Maddox	Jay Schall, Esq.; Alexandre Correia DaSilva, Esq.	Email Exchange providing confidential information needed to render legal advice regarding Wynn communications with government officials	Attorney Client	Privilege Withhold
WRM-PRIV000831-WRM-PRIV000832	06/13/2009	Jay Schall, Esq.; Angela Lai	Ian Coughlan; Kim Sinatra, Esq.; Matt Maddox	Jay Schall, Esq.; Alexandre Correia DaSilva, Esq.	Email Exchange providing confidential legal advice regarding corporate governance and charitable donations	Attorney Client	Privilege Withhold
WRM-PRIV000936-WRM-PRIV001180	06/25/2009	Jay Schall, Esq.	Daisy Chan; Henrique Saldanha Abogados and Notarios Attorney; Henrique Saldanha Abogados and Notarios Attorney		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV001189-WRM-PRIV001190	07/06/2009	WRMSA Employee (CPA)	Robert Gansmo	WRMSA Executive (finance)	Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client	Privilege Withhold
WRM-PRIV001191-WRM-PRIV001191	07/08/2009	Jay Schall, Esq.; Kim Sinatra, Esq.	Skadden Arps attorney; Skadden Arps attorney	Jay Schall, Esq.; Matt Maddox	Email Exchange providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV001192-WRM-PRIV001192	07/08/2009	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Skadden Arps attorney; Skadden Arps attorney	Jay Schall, Esq.; Matt Maddox	Email Exchange providing confidential legal advice regarding IPO process and issues	Attorney Client	Privilege Withhold
WRM-PRIV001193-WRM-PRIV001194	07/09/2009	Jay Schall, Esq.	Skadden Arps attorney	Kim Sinatra, Esq.; Cindy Mitchum; UE/Aruze employee; Jay Schall, Esq.	Email requesting confidential information needed to render legal advice with Jay Schall, Esq. regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV001570-WRM-PRIV001939	07/10/2009	Jay Schall, Esq.	Ana Sofia Chaves, Esq.; Henrique Saldanha Abogados and Notarios Partner; Henrique Saldanha Abogados and Notarios Attorney; Jose Carlos Silva, Esq.		Email Exchange and attachment(s) providing confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate records	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV001940-WRM-PRIV001943	07/10/2009	WRMSA Employee (CPA); Clyde Nakashima	Robert Gansmo; WRMSA Employee (CPA); Clyde Nakashima		Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client	Privilege Withhold
WRM-PRIV001944-WRM-PRIV002534	07/14/2009	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney; Alexandre Correia DaSilva, Esq.; WRMSA Employee (corporate finance)	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney; WRMSA Employee (legal department)	Alexandre Correia DaSilva, Esq.; Daisy Chan; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice regarding IPO process.	Attorney Client	Privilege Withhold
WRM-PRIV002593-WRM-PRIV002595	07/17/2009	Roxane Peper; Jay Schall, Esq.	Jay Schall, Esq.; Roxane Peper		Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate structure	Attorney Client	Privilege Withhold
WRM-PRIV002596-WRM-PRIV002598	07/18/2009	Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Email and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV002599-WRM-PRIV002601	07/18/2009	Jay Schall, Esq.	Daisy Chan; WRMSA Employee (legal department)	Alexandre Correia DaSilva, Esq.; Ana Sofia Chaves, Esq.; Jose Carlos Silva, Esq.	Email and attachment(s) requesting confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold

WRM-PRIV002605-WRM-PRIV002606	07/19/2009	Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Email Exchange providing confidential information needed to render legal advice regarding corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV002620-WRM-PRIV002974	07/23/2009	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice regarding IPO process.	Attorney Client	Privilege Withhold
WRM-PRIV002975-WRM-PRIV003683	07/23/2009	Skadden Arps attorney; Jay Schall, Esq.	Alexandre Correia DaSilva, Esq.; Henrique Saldanha Abogados and Notarios Partner; Henrique Saldanha Abogados and Notarios Attorney; Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney; Henrique Saldanha Abogados and Notarios Attorney; Alexandre Correia DaSilva, Esq.; Henrique Saldanha Abogados and Notarios Attorney	Email Exchange and attachment(s) providing confidential legal advice regarding IPO process.	Attorney Client	Privilege Withhold
WRM-PRIV003684-WRM-PRIV004039	07/23/2009	Skadden Arps attorney; Jay Schall, Esq.	Alexandre Correia DaSilva, Esq.; Henrique Saldanha Abogados and Notarios Partner; Henrique Saldanha Abogados and Notarios Attorney; Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney; Henrique Saldanha Abogados and Notarios Attorney; Alexandre Correia DaSilva, Esq.; Henrique Saldanha Abogados and Notarios Attorney	Email Exchange and attachment(s) providing confidential legal advice regarding IPO process.	Attorney Client	Privilege Withhold
WRM-PRIV004040-WRM-PRIV004395	07/23/2009	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Daisy Chan; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice and protected by Macau Special Administrative Region Law n.º 16/2001 Section I, Article 16 regarding corporate records	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV004396-WRM-PRIV004409	07/23/2009	Jay Schall, Esq.	Skadden Arps attorney; Matt Maddox; WRMSA Executive (finance); Samanta Stewart	Kim Sinatra, Esq.	Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV004410-WRM-PRIV004765	07/23/2009	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Alexandre Correia DaSilva, Esq.; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice and protected by Macau Special Administrative Region Law n.º 16/2001 Section I, Article 16 regarding corporate records	Attorney Client	Privilege Withhold
WRM-PRIV004766-WRM-PRIV005121	07/24/2009	Jay Schall, Esq.; Skadden Arps attorney	Gibson Dunn attorney; Jay Schall, Esq.; Henrique Saldanha Abogados and Notarios Attorney; Alexandre Correia DaSilva, Esq.; Henrique Saldanha Abogados and Notarios Attorney; Skadden Arps attorney	Kim Sinatra, Esq.; WRMSA Executive (finance); Matt Maddox; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney; Henrique Saldanha Abogados and Notarios Attorney; Alexandre Correia DaSilva, Esq.; Henrique Saldanha Abogados and Notarios Attorney	Email Exchange and attachment(s) providing confidential legal advice and protected by Macau Special Administrative Region Law n.º 16/2001 Section I, Article 16 regarding corporate records	Attorney Client	Privilege Withhold
WRM-PRIV005728-WRM-PRIV006384	08/08/2009	Skadden Arps attorney; Jay Schall, Esq.	Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; WRMSA Employee (corporate finance); Skadden Arps attorney; WRMSA Executive (finance); Skadden Arps Attorney; Skadden Arps attorney; WRMSA Executive (finance); Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney; WRMSA Employee (corporate finance)	Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters regarding IPO process and issues.	Attorney Client	Privilege Withhold
WRM-PRIV006385-WRM-PRIV006761	08/14/2009	Jay Schall, Esq.	Ian Coughlan		Email and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV006762-WRM-PRIV006770	08/17/2009	Daisy Chan	WRMSA Employee (legal department); Alexandre Correia da Silva, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV006771-WRM-PRIV007148	08/17/2009	Jay Schall, Esq.; Skadden Arps attorney	Allan Zeman; Assistant to WML Director	Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV007908-WRM-PRIV007916	08/17/2009	Jay Schall, Esq.; WRMSA Employee (legal department)	Alexandre Correia DaSilva, Esq.; WRMSA Employee (legal department); Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters relating to corporate restructure regarding and communications with Wynn Macau government officials.	Attorney Client; Macau Law Privilege	Privilege Withhold

WRM-PRIV007917-WRM-PRIV007925	08/17/2009	Jay Schall, Esq.; WRMSA Employee (legal department)	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney; Alexandre Correia DaSilva, Esq.; WRMSA Employee (legal department); Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV007926-WRM-PRIV007934	08/17/2009	Jay Schall, Esq.; WRMSA Employee (legal department)	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV007935-WRM-PRIV007941	08/31/2009	Skadden Arps attorney	Jay Schall, Esq.	Skadden Arps attorney	Email and attachment(s) reflecting confidential legal advice regarding corporate governance and redemption	Attorney Client	Privilege Withhold
WRM-PRIV008313-WRM-PRIV008315	09/10/2009	Roxane Peper	Jay Schall, Esq.		Email and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters relating to corporate structure.	Attorney Client	Privilege Withhold
WRM-PRIV008410-WRM-PRIV008412	09/12/2009	Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney		Email Exchange providing confidential legal advice regarding director contracts.	Attorney Client	Privilege Withhold
WRM-PRIV008413-WRM-PRIV008887	09/15/2009	Jay Schall, Esq.; Skadden Arps attorney	Kim Sinatra, Esq.; Roxane Peper; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV008895-WRM-PRIV008897	09/21/2009	Jay Schall, Esq.; M&P Corporate Services Employee	M&P Corporate Services Employee; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding removal/resignation of directors processes.	Attorney Client	Privilege Withhold
WRM-PRIV008900-WRM-PRIV008900	09/22/2009	Jay Schall, Esq.; WRL Executive (CPA)	WRL Executive (CPA); Jay Schall, Esq.	Teri Peers, CPA; WRL Executive (accounting)	Email Exchange providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding tax issues.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV009586-WRM-PRIV009591	10/05/2009	Jay Schall, Esq.; M&P Corporate Services Employee	M&P Corporate Services Employee; Jay Schall, Esq.	M&P Corporate Services Employee; M&P Corporate Services Employee	Email Exchange requesting confidential information needed to render legal advice regarding removal/resignation of directors processes.	Attorney Client	Privilege Withhold
WRM-PRIV009618-WRM-PRIV009638	10/20/2009	Roxane Peper; Jay Schall, Esq.	WRMSA Employee (corporate finance); Jay Schall, Esq.; Roxane Peper	Roxane Peper	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters.	Attorney Client	Privilege Withhold
WRM-PRIV009639-WRM-PRIV009642	10/21/2009	Skadden Arps attorney	Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters.	Attorney Client	Privilege Withhold
WRM-PRIV009648-WRM-PRIV009652	12/15/2009	Cindy Ku	Jay Schall, Esq.		Email and attachment(s) requesting confidential legal advice regarding corporate governance and business matters.	Attorney Client	Privilege Withhold
WRM-PRIV009668-WRM-PRIV009670	01/06/2010	Jay Schall, Esq.; Skadden Arps attorney; Wynn Resorts, Limited	Skadden Arps attorney; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding potential sharegarding transfer relating to Wynn divorce.	Attorney Client	Privilege Withhold
WRM-PRIV009671-WRM-PRIV009686	01/08/2010	Jay Schall, Esq.	John Strzemp; Kim Sinatra, Esq.	WRMSA Employee (corporate finance); Ian Coughlan; Jay Schall, Esq.; Matt Maddox; Roxane Peper	Email and attachment(s) providing confidential legal advice regarding corporate governance and business matters relating to WRL policies and FCPA issues.	Attorney Client	Privilege Withhold
WRM-PRIV009687-WRM-PRIV009690	01/08/2010	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney; Wynn Resorts Limited Distribution List	Skadden Arps attorney; Frank Cassella; Jay Schall, Esq.; Skadden Arps attorney	Clyde Nakashima; Skadden Arps attorney; Skadden Arps attorney; WRL Executive (accounting); Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Email Exchange providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding potential sharegarding transfer relating to Wynn divorce.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV009776-WRM-PRIV009780	01/23/2010	Jay Schall, Esq.; Clyde Nakashima; Skadden Arps attorney	Clyde Nakashima; Jay Schall, Esq.; WRMSA Employee (corporate finance); Skadden Arps attorney	Skadden Arps attorney; WRMSA Employee (corporate finance); Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Email Exchange providing confidential legal advice with Jay Schall, Esq. regarding corporate governance and business matters regarding reporting requirements.	Attorney Client	Privilege Withhold
WRM-PRIV009781-WRM-PRIV009784	01/23/2010	Jay Schall, Esq.; Skadden Arps attorney	Clyde Nakashima; WRMSA Employee (corporate finance); Skadden Arps attorney; Jay Schall, Esq.		Email Exchange providing confidential legal advice with Jay Schall, Esq. regarding corporate governance and business matters regarding reporting requirements.	Attorney Client	Privilege Withhold
WRM-PRIV009785-WRM-PRIV009789	01/23/2010	Skadden Arps attorney; Jay Schall, Esq.	Clyde Nakashima; WRMSA Employee (corporate finance); Jay Schall, Esq.; Skadden Arps attorney		Email Exchange providing confidential legal advice regarding corporate records and reporting requirements.	Attorney Client	Privilege Withhold
WRM-PRIV009790-WRM-PRIV009808	01/23/2010	Skadden Arps attorney; Jay Schall, Esq.	Clyde Nakashima; WRMSA Employee (corporate finance); Jay Schall, Esq.; Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice regarding corporate records and reporting requirements.	Attorney Client	Privilege Withhold

WRM-PRIV009949-WRM-PRIV010008	01/30/2010	Jay Schall, Esq.; Skadden Arps attorney	Clyde Nakashima; WRMSA Employee (corporate finance); Skadden Arps attorney; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters regarding reporting requirements.	Attorney Client	Privilege Withhold
WRM-PRIV010009-WRM-PRIV010040	01/30/2010	Jay Schall, Esq.; Tricor Services Ltd. Officer (corporate services)	Tricor Services Ltd. Officer (corporate services); Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV010041-WRM-PRIV010060	01/30/2010	Jay Schall, Esq.; M&P Corporate Services Employee	Roxane Peper; Jay Schall, Esq.; M&P Corporate Services Employee	Roxane Pepper; M&P Corporate Services Employee; M&P Corporate Services Employee	Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV010061-WRM-PRIV010109	02/02/2010	Jay Schall, Esq.; Skadden Arps attorney	Daisy Chan; Jay Schall, Esq.; Clyde Nakashima; WRMSA Employee (corporate finance); Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney	Email Exchange and attachment(s) reflecting confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV010218-WRM-PRIV010408	02/06/2010	Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; WRMSA Employee (finance); Clyde Nakashima; Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV010409-WRM-PRIV010417	02/08/2010	Jay Schall, Esq.	Skadden Arps attorney; Tricor Services Ltd. Officer (corporate services); Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV010418-WRM-PRIV010418	02/08/2010	Robert Gansmo; WRMSA Employee (legal department); WRMSA Employee (CPA)	WRMSA Employee (CPA); Alexandre Correia DaSilva, Esq.	Robert Gansmo	Email Exchange reflecting confidential legal advice with Alexander "Xana" Correia da Silva and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding charitable donations	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV010499-WRM-PRIV010501	02/13/2010	Jay Schall, Esq.; Roxane Peper	Daisy Chan; WRL Executive (accounting); Teri Peers, CPA; Robert Gansmo; Scott Peterson; Samanta Stewart; WRL Executive (CPA); WLV employee (financial analysis); Jay Schall, Esq.; Matt Maddox; WRMSA Employee (risk management)	WRL employee (insurance)	Email Exchange and attachment(s) providing confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV010502-WRM-PRIV010504	02/13/2010	Robert Gansmo; Roxane Peper	Clyde Nakashima; WRMSA Employee (CPA); WRMSA Executive (finance); WRL Executive (accounting); Teri Peers, CPA; Robert Gansmo; Scott Peterson; Samanta Stewart; WRL Executive (CPA); WLV employee (financial analysis); JaySchall, Esq.; Matt Maddox; WRMSA Employee (risk management)	WRL employee (insurance)	Email Exchange and attachment(s) providing confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV010505-WRM-PRIV010506	02/17/2010	Jay Schall, Esq.			Draft corporate documents regarding FCPA issues.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV010512-WRM-PRIV010513	02/18/2010	Jay Schall, Esq.; Robert Gansmo	Daisy Chan; Jay Schall, Esq.	WRMSA Employee (corporate finance)	Email Exchange and attachment(s) providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV010569-WRM-PRIV010722	02/24/2010	Skadden Arps attorney	WRMSA Employee (finance); Clyde Nakashima; WRMSA Employee (corporate finance); Skadden Arps attorney; Tricor Services Ltd. Officer (corporate services); Jay Schall, Esq.; WRMSA Employee (planning & analysis); Anglo Chinese Corporate Finance Employee	Skadden Arps attorney; Skaden Arps Attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client; Macau Law Privilege	Privilege Withhold

WRM-PRIV010723-WRM-PRIV010812	02/26/2010	Skadden Arps attorney	WRMSA Employee (finance); Clyde Nakashima; WRMSA Employee (corporate finance); Skadden Arps attorney; Tricor Services Ltd. Officer (corporate services); Jay Schall, Esq.; WRMSA Employee (planning & analysis); Anglo Chinese Corporate Finance Employee	Skadden Arps Attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV010813-WRM-PRIV010975	02/26/2010	Skadden Arps attorney	WRMSA Employee (finance); Clyde Nakashima; WRMSA Employee (corporate finance); Skadden Arps attorney; Tricor Services Ltd. Officer (corporate services); Jay Schall, Esq.; WRMSA Employee (planning & analysis); Anglo Chinese Corporate Finance Employee	Skadden Arps Attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV010976-WRM-PRIV011297	02/26/2010	Skadden Arps attorney	WRMSA Employee (finance); Clyde Nakashima; WRMSA Employee (corporate finance); Skadden Arps attorney; Tricor Services Ltd. Officer (corporate services); Jay Schall, Esq.; WRMSA Employee (planning & analysis); Anglo Chinese Corporate Finance Employee	Skadden Arps attorney; Skadden Arps Attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV011585-WRM-PRIV011993	03/04/2010	Jay Schall, Esq.; Skadden Arps attorney	Roxane Peper; Clyde Nakashima; WRMSA Employee (finance)	Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice regarding gaming concession	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV011994-WRM-PRIV012231	03/04/2010	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney; Clyde Nakashima	Jay Schall, Esq.; Clyde Nakashima; Skadden Arps attorney; Skadden Arps attorney	Clyde Nakashima; WRL Executive (accounting); Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice regarding SEC filing	Attorney Client	Privilege Withhold
WRM-PRIV012232-WRM-PRIV012559	03/05/2010	Skadden Arps Attorney; WRMSA Employee (corporate finance); Skadden Arps attorney	WRMSA Employee (finance); Clyde Nakashima; WRMSA Employee (corporate finance); Jay Schall, Esq.; Skadden Arps Attorney, Esq.; Anglo Chinese Corporate Finance Employee; Tricor Services Ltd. Officer (corporate services); WRMSA Employee (planning & analysis); Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps Attorney, Esq.	Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV012563-WRM-PRIV012648	03/17/2010	Clyde Nakashima; WRMSA Employee (finance); Skadden Arps attorney	Robert Gansmo; Clyde Nakashima; Jay Schall, Esq.; WRMSA Employee (finance)	WRMSA Employee (CPA); Skadden Arps Attorney	Email Exchange and attachment(s) providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV012649-WRM-PRIV012979	03/18/2010	Skadden Arps attorney; Jay Schall, Esq.	WRMSA Employee (finance); Jay Schall, Esq.; Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV012980-WRM-PRIV012981	03/29/2010	Jay Schall, Esq.; Pepper Roxane	Roxane Peper; Jay Schall, Esq.	WRMSA Employee (corporate finance); Kim Sinatra, Esq.	Email Exchange providing confidential legal advice regarding corporate governance and business matters relating to share repurchase.	Attorney Client	Privilege Withhold
WRM-PRIV012982-WRM-PRIV012983	03/29/2010	Jay Schall, Esq.; Angela Lai; Ian Coughlan;	Angela Lai; Jay Schall, Esq.; Ian Coughlan; Linda Chen	Ian Coughlan; WRMSA Employee (corporate finance); Roxane Peper	Email Exchange providing confidential legal advice regarding corporate governance and business matters relating to share repurchase.	Attorney Client	Privilege Withhold
WRM-PRIV012984-WRM-PRIV012985	03/29/2010	Jay Schall, Esq.; Roxane Peper	Roxane Peper; Jay Schall, Esq.	Kim Sinatra, Esq.; Kim Sinatra, Esq.	Email Exchange providing confidential legal advice regarding corporate governance and business matters relating to share repurchase.	Attorney Client	Privilege Withhold

WRM-PRIV012986-WRM-PRIV013713	04/09/2010	Jay Schall, Esq.; Skaden Arps Attorney, Esq.	Daisy Chan; Jay Schall, Esq.; Clyde Nakashima; WRMSA Employee (corporate finance); WRMSA Employee (finance); Tricor Services Ltd. Officer (corporate services); WRMSA Employee (planning & analysis); Anglo Chinese Corporate Finance Employee; Maples and Caulder Attorney; Computershare Hong Kong Investor Services Limited employee (corporate services).	Skadden Arps attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice regarding gaming concession	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV013714-WRM-PRIV014441	04/09/2010	Jay Schall, Esq.; Skaden Arps Attorney, Esq.	Daisy Chan; Jay Schall, Esq.; Clyde Nakashima; WRMSA Employee (corporate finance); WRMSA Employee (finance); Tricor Services Ltd. Officer (corporate services); WRMSA Employee (planning & analysis); Anglo Chinese Corporate Finance Employee; Maples and Caulder Attorney; Computershare Hong Kong Investor Services Limited employee (corporate services).	Skadden Arps attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice regarding gaming concession	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV014442-WRM-PRIV014606	04/14/2010	WRMSA Employee (finance); Skaden Arps Attorney, Esq.	Robert Gansmo; Jay Schall, Esq.; Clyde Nakashima; WRMSA Employee (corporate finance); WRMSA Employee (finance); Tricor Services Ltd. Officer (corporate services); WRMSA Employee (planning & analysis); Anglo Chinese Corporate Finance Employee; Maples and Caulder Attorney; Computershare Hong Kong Investor Services Limited employee (corporate services).	Skadden Arps attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV014607-WRM-PRIV014609	04/15/2010	Jay Schall, Esq.; Linda Chen	Linda Chen; Jay Schall, Esq.; Ian Coughlan	WRMSA Employee (corporate finance); Roxane Peper	Email Exchange providing confidential legal advice regarding corporate governance and business matters relating to share repurchase.	Attorney Client	Privilege Withhold
WRM-PRIV014621-WRM-PRIV014645	04/19/2010	WRMSA Executive (finance); WRMSA Employee (corporate finance); Shannon Nadeau	WRMSA Employee (corporate finance); WRMSA Executive (finance); John Strzemp; WLV President; WLV Executive (operations); WDD Executive; Scott Peterson; WLV Executive (operations); Kim Sinatra, Esq.; James Stern; Marcus Trummer, CPA; WLV Executive (purchasing); WRL Employee (corp. investigations); WRL Executive (accounting); WLV Executive (finance); WLV employee (finance); WLV employee (international admin); WLV Executive (human resources); WLV Manager (security); Peter Barnes; Alexandre Correia DaSilva, Esq.; Robert Gansmo; WRL Executive (corporate finance).	WRMSA Employee (CPA); Eliana Ho; Robert Gansmo; WRMSA Executive (finance); Robert Miller; Cindy Mitchum; Marc Schorr; Matt Maddox; Ian Coughlan	Email Exchange and attachment(s) reflecting confidential legal advice with Kim Sinatra, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV014646-WRM-PRIV014653	04/21/2010	Skadden Arps attorney	Clyde Nakashima; Frank Cassella; Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Skaden Arps Attorney; Skadden Arps attorney; WRL Executive (accounting); Kevin Tourek, Esq.; Clyde Nakashima	Email Exchange and attachment(s) providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV014654-WRM-PRIV014662	04/22/2010	Skadden Arps attorney; Skadden Arps attorney	Tricor Services Ltd. Officer (corporate services); Skadden Arps attorney	Skadden Arps attorney; Skaden Arps Attorney; Skadden Arps attorney; Jay Schall, Esq.; WRMSA Employee (planning & analysis); Tricor Services Ltd. Officer (corporate services); Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold

WRM-PRIV014663-WRM-PRIV014669	04/22/2010	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney	Jay Schall, Esq.; Skadden Arps attorney; Tricor Services Ltd. Officer (corporate services)	Tricor Services Ltd. Officer (corporate services); WRMSA Employee (planning & analysis); Skadden Arps attorney; Skadden Arps attorney; Skaden Arps Attorney, Esq.; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV014698-WRM-PRIV014699	07/06/2010	Ian Coughlan; Alexandre Correia DaSilva, Esq.	Alexandre Correia DaSilva, Esq.; Ian Coughlan		Email Exchange providing confidential legal advice regarding concession contract and contributions.	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV014703-WRM-PRIV014709	07/07/2010	Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney	Email Exchange providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV014710-WRM-PRIV014712	07/07/2010	WRMSA Employee (corporate finance); Jay Schall, Esq.	Jay Schall, Esq.; WRMSA Employee (corporate finance)		Email Exchange and attachment(s) providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege NR
WRM-PRIV014713-WRM-PRIV014719	07/08/2010	Flora Ao	David Ullrich; Robert Gansmo		Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client	Privilege NR
WRM-PRIV015658-WRM-PRIV015671	08/02/2010	Robert Gansmo; Jay Schall, Esq.	Cindy Ku; Robert Gansmo	WRMSA Employee (corporate finance)	Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV015674-WRM-PRIV015674	08/04/2010	Jay Schall, Esq.; WRMSA Employee (corporate finance); Clyde Nakashima	Clyde Nakashima; WRMSA Employee (corporate finance); Clyde Nakashima	Jay Schall, Esq.	Email Exchange providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV015675-WRM-PRIV015676	08/13/2010	WRMSA Employee (executive office)	WRMSA Executive (interior design); WDD Executive	Ian Coughlan	Email reflecting confidential legal advice with Wynn Legal Department regarding corporate governance and business matters	Macau Law Privilege	Privilege Withhold
WRM-PRIV015677-WRM-PRIV015680	08/20/2010	Reddy Leong; Zuleika Mok; WRMSA Employee (CPA); Marc Schorr; Ian Coughlan	Sharon Lam; WRMSA Employee (CPA); Zuleika Mok; Reddy Leong; WRMSA Employee (accounts payable); Ian Coughlan; Marc Schorr	Reddy Leong; Robert Gansmo; WRMSA Employee (HR administration); WRMSA Employee (employee services); Sharon Lam; Zuleika Mok; Katharine Liu; Linda Chen	Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client	Privilege Withhold
WRM-PRIV015681-WRM-PRIV015683	08/20/2010	Zuleika Mok; WRMSA Employee (CPA); Reddy Leong; Marc Schorr	WRMSA Employee (CPA); WRMSA Employee (accounts payable); Reddy Leong; Ian Coughlan	WRMSA Employee (employee services); Robert Gansmo; Sharon Lam; WRMSA Employee (HR administration); Zuleika Mok	Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client	Privilege Withhold
WRM-PRIV015684-WRM-PRIV015684	08/20/2010	Reddy Leong; Ian Coughlan	Assistant to WRL Director; WRMSA Employee (CPA); WRMSA Employee (accounts payable); Reddy Leong	Sharon Lam; Robert Gansmo; WRMSA Employee (HR administration); WRMSA Employee (employee services); Zuleika Mok; Katharine Liu; Linda Chen	Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client	Privilege Withhold
WRM-PRIV015685-WRM-PRIV015685	08/20/2010	Zuleika Mok	Ian Coughlan; WRMSA Employee (CPA); Reddy Leong; WRMSA Employee (accounts payable)	WRMSA Employee (HR administration); WRMSA Employee (employee services); Sharon Lam; Robert Gansmo	Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client	Privilege Withhold
WRM-PRIV015686-WRM-PRIV015686	08/20/2010	Zuleika Mok	WRMSA Employee (CPA); Reddy Leong; WRMSA Employee (accounts payable)	WRMSA Employee (HR administration); WRMSA Employee (employee services); Sharon Lam; Robert Gansmo	Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client	Privilege Withhold
WRM-PRIV015727-WRM-PRIV015727	09/24/2010	Jay Schall, Esq.	Gibson Dunn attorney		Email requesting confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015728-WRM-PRIV015732	09/25/2010	Jay Schall, Esq.	Jay Schall, Esq.; Kim Sinatra, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding land concession and FCPA issues.	Attorney Client	Privilege Withhold
WRM-PRIV015733-WRM-PRIV015734	10/04/2010	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Jay Schall, Esq.		Email Exchange providing confidential legal advice with Jay Schall, Esq. regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015735-WRM-PRIV015741	10/05/2010	Jay Schall, Esq.	Gibson Dunn attorney		Email Exchange and attachment(s) providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold

WRM-PRIV015742-WRM-PRIV015765	10/12/2010	WRMSA Employee (corporate finance); Shannon Nadeau	Robert Gansmo; John Strzemp; WLV President; WLV Executive (operations); WDD Executive; Scott Peterson; WLV Executive (operations); Kim Sinatra, Esq.; James Stern; Marcus Trummer, CPA; WRL Employee (corp. investigations); WRL Executive (accounting); WLV Executive (finance); WLV employee (finance); WLV employee (international admin); WLV Executive (human resources); WLV Manager (security); Peter Barnes; Alexandre Correia DaSilva, Esq.; WRMSA Employee (corporate finance); WRMSA Executive (finance); WRMSA Employee (purchasing)	WRMSA Employee (CPA); WRMSA Executive (finance); Robert Miller; Cindy Mitchum; Marc Schorr; Matt Maddox; Ian Coughlan	Email Exchange and attachment(s) reflecting confidential legal advice with Kevin Tourek, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding compliance committee investigation	Accountant Client; Attorney Client	Privilege NR
WRM-PRIV015804-WRM-PRIV015805	10/18/2010	Jay Schall, Esq.; Ian Coughlan	Ian Coughlan; Jay Schall, Esq.; Angela Lai; Robert Gansmo		Email Exchange providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV015809-WRM-PRIV015812	10/25/2010	Jay Schall, Esq.	Cindy Ku; Robert Gansmo; Kim Sinatra, Esq.; Jay Schall, Esq.	Ian Coughlan	Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV015816-WRM-PRIV015817	10/26/2010	Jay Schall, Esq.; WRL employee (legal)	WRL employee (legal); Jay Schall, Esq.; Robert Gansmo	Ian Coughlan	Email Exchange providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV015818-WRM-PRIV015819	10/26/2010	Jay Schall, Esq.; WRL employee (legal)	Cindy Ku; Jay Schall; Robert Gansmo; WRL employee (legal)	WRL employee (legal); Ian Coughlan	Email Exchange providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV015827-WRM-PRIV015829	11/09/2010	Jay Schall, Esq.; Roxane Peper	Roxane Peper; Jay Schall, Esq.; WRL employee (legal); Robert Gansmo	Ian Coughlan	Email Exchange providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV015876-WRM-PRIV015895	11/16/2010	Jay Schall, Esq.; Gibson Dunn attorney	Daisy Chan; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015896-WRM-PRIV015916	11/16/2010	Jay Schall, Esq.; Gibson Dunn attorney	WRMSA Employee (executive office); Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015917-WRM-PRIV015919	11/17/2010	Jay Schall, Esq.; Gibson Dunn attorney	Daisy Chan; Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015921-WRM-PRIV015922	12/02/2010	WRMSA Employee (executive office); Ian Coughlan	Ian Coughlan	Kim Sinatra, Esq.; Matt Maddox; Jay Schall, Esq.	Email Exchange providing confidential legal advice and protected by Macau Special Administrative Region Law n.º 16/2001 Section I, Article 16 regarding land concession	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV015926-WRM-PRIV015929	12/08/2010	Frank Cassella	Jay Schall, Esq.; Skadden Arps Attorney	Kim Sinatra, Esq.; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding stockholders' agreement	Attorney Client	Privilege Withhold
WRM-PRIV015933-WRM-PRIV015934	12/21/2010	Angela Lai; Jay Schall, Esq.	Jay Schall, Esq.; WRMSA Employee (executive office); Angela Lai; WRL employee (legal)	WRMSA Employee (executive office); Ian Coughlan; Kim Sinatra, Esq.	Email Exchange and attachment(s) providing confidential legal advice regarding director's residency application.	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV015935-WRM-PRIV015939	01/13/2011	Jay Schall, Esq.; Peter Barnes; WRMSA Employee (corporate investigation); WLV employee (security); James Stern	Peter Barnes; Jay Schall, Esq.; WLV employee (security); WRMSA Employee (corporate investigation); James Stern	James Stern; Peter Barnes; WLV employee (security)	Email Exchange providing confidential legal advice regarding GCB investigation.	Attorney Client; NV Gaming Privilege	Privilege Withhold
WRM-PRIV015940-WRM-PRIV015944	01/22/2011	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015947-WRM-PRIV015950	01/22/2011	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015955-WRM-PRIV015960	01/23/2011	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange providing confidential information needed to render legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015984-WRM-PRIV015989	01/24/2011	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange providing confidential information needed to render legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV015990-WRM-PRIV016017	01/24/2011	Jay Schall, Esq.; Gibson Dunn attorney	Daisy Chan; Jay Schall, Esq.; Gibson Dunn attorney		Email Exchange and attachment(s) providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV016024-WRM-PRIV016108	01/29/2011	Jay Schall, Esq.; Gibson Dunn Attorney	Daisy Chan		Email Exchange and attachment(s) providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV016109-WRM-PRIV016115	01/31/2011	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange providing confidential information needed to render legal advice regarding FCPA issues	Attorney Client	Privilege Withhold

WRM-PRIV016116-WRM-PRIV016123	02/01/2011	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV016124-WRM-PRIV016141	02/01/2011	Robert Gansmo; WRMSA Employee (corporate finance); WRMSA Executive (finance); Shanna Nadeau	WRMSA Employee (corporate finance); Robert Gansmo; WRMSA Executive (finance); John Strzemp; WLV Executive (operations); WLV Executive (operations); WDD Executive; Scott Peterson; WLV Executive (operations); Kim Sinatra, Esq.; James Stern; Marcus Trummer, CPA; WRL Employee (corp. investigations); WRL Executive (accounting); WLV Executive (finance); WLV employee (finance); WLV employee (international admin); WLV Executive (human resources); Peter Barnes; Alexandre Correia DaSilva, Esq.; WRMSA Employee (purchasing)	Cindy Ku; WRMSA Employee (CPA); Robert Miller; Cindy Mitchum; Marc Schorr; Matt Maddox; Ian Coughlan	Email Exchange and attachment(s) reflecting confidential legal advice with Kevin Tourek, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding compliance committee investigation	Accountant Client; Attorney Client; Macau Law Privilege	Privilege NR
WRM-PRIV016142-WRM-PRIV016143	02/10/2011	Jay Schall, Esq.; Ian Coughlan	Jose Carlos Silva, Esq.; Jay Schall, Esq.; Ian Coughlan		Email Exchange providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV016149-WRM-PRIV016151	02/25/2011	Jay Schall, Esq.; Roxane Peper; Kim Sinatra, Esq.	Roxane Peper; Jay Schall, Esq.; Kim Sinatra, Esq.; WRL Executive (accounting); Frank Cassella	Jay Schall, Esq.; Samanta Stewart	Email Exchange providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV016167-WRM-PRIV016168	03/03/2011	Jay Schall, Esq.; WRMSA Employee (CPA)	Gibson Dunn attorney; WRMSA Employee (CPA); Jay Schall, Esq.; Robert Gansmo; WRMSA Executive (finance); Ian Coughlan		Email Exchange providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV016169-WRM-PRIV016169	03/04/2011	Jay Schall, Esq.			Draft notes reflecting counsel's protected mental impressions regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV016225-WRM-PRIV016227	03/10/2011	Jay Schall, Esq.; Skadden Arps attorney; Clyde Nakashima; WRMSA Employee (finance)	Skadden Arps attorney; WRMSA Employee (finance); Clyde Nakashima; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Robert Gansmo; Clyde Nakashima	Email Exchange providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV017242-WRM-PRIV017262	03/14/2011	Jay Schall, Esq.	WRMSA Employee (corporate finance); Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV017263-WRM-PRIV017285	03/15/2011	Jay Schall, Esq.	Daisy Chan; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV017289-WRM-PRIV017289	03/18/2011	Angela Lai; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Angela Lai		Email Exchange providing confidential information needed to render legal advice regarding Wynn communications with government officials	Attorney Client	Privilege Withhold
WRM-PRIV017521-WRM-PRIV017751	03/18/2011	Roxane Peper	Jay Schall, Esq.; Roxane Peper		Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV017752-WRM-PRIV017982	03/19/2011	Jay Schall, Esq.; Roxane Peper	Jay Schall, Esq.; Jay Schall, Esq.; Roxane Peper		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV018011-WRM-PRIV018012	03/24/2011	Jay Schall, Esq.; Marcus Trummer, CPA	Marcus Trummer, CPA; Jay Schall, Esq.; Oscar Lam	Oscar Lam; Marcus Trummer, CPA	Email Exchange providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding FCPA issues	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV018013-WRM-PRIV018063	03/24/2011	Jay Schall, Esq.; Roxane Pepper	WRMSA Employee (corporate finance); Roxane Peper; Jay Schall, Esq.		Email Exchange and attachment(s) requesting confidential information needed to render legal advice regarding corporate records	Attorney Client	Privilege Withhold
WRM-PRIV018073-WRM-PRIV018074	03/25/2011	Jay Schall, Esq.; Marcus Trummer, CPA	Marcus Trummer, CPA; Jay Schall, Esq.	Oscar Lam; Marcus Trummer, CPA	Email Exchange providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding FCPA issues	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV018081-WRM-PRIV018083	03/29/2011	Jay Schall, Esq.; Zuleika Mok	Zuleika Mok; Jay Schall, Esq.; Robert Gansmo; Mayer Brown Attorney		Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold

WRM-PRIV018084-WRM-PRIV018087	03/30/2011	Jay Schall, Esq.; Zuleika Mok	Zuleika Mok; Jay Schall, Esq.; Robert Gansmo		Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV018088-WRM-PRIV018090	03/30/2011	Jay Schall, Esq.; Zuleika Mok	Zuleika Mok; Jay Schall, Esq.; Robert Gansmo; Mayer Brown Attorney		Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV018091-WRM-PRIV018092	03/31/2011	Jay Schall, Esq.; Robert Gansmo	Robert Gansmo; Jay Schall, Esq.; John Strzemp; Scott Peterson	Ian Coughlan	Email Exchange reflecting confidential legal advice with Jay Schall, Esq. regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV018093-WRM-PRIV018404	04/01/2011	Skadden Arps attorney; Clyde Nakashima	Clyde Nakashima; Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV018405-WRM-PRIV018416	04/02/2011	Jay Schall, Esq.	WRMSA Executive (customer development)		Email Exchange and attachment(s) providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV018426-WRM-PRIV018427	04/08/2011	Jay Schall, Esq.; Roxane Peper; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Roxane Peper; Jay Schall, Esq.	Jay Schall, Esq.	Email Exchange providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018434-WRM-PRIV018435	04/08/2011	Jay Schall, Esq.; Peter Barnes	Peter Barnes; Jay Schall, Esq.		Email Exchange requesting confidential information needed to render legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018441-WRM-PRIV018442	04/09/2011	Jay Schall, Esq.; Roxane Peper	Roxane Peper; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018443-WRM-PRIV018444	04/09/2011	Linda Chen; Kim Sinatra, Esq.; Ian Coughlan; Jay Schall, Esq.	Ian Coughlan; Linda Chen; Jay Schall, Esq.; Kim Sinatra, Esq.	Marc Schorr	Email Exchange reflecting confidential legal advice with Jay Schall, Esq. regarding UMAC donation	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV018459-WRM-PRIV018460	04/12/2011	Jay Schall, Esq.; Roxane Peper	Roxane Peper; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding corporate governance and charitable donations	Attorney Client	Privilege Withhold
WRM-PRIV018482-WRM-PRIV018483	04/14/2011	Jay Schall, Esq.; WRMSA Employee (executive office)	WRMSA Employee (executive office); Jay Schall, Esq.; Wynn Macau director; Assistant to WML Director; Assistant to WML Director; WML director; Assistant to WML Director; Ian Coughlan		Email Exchange providing confidential legal advice regarding UMAC donation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV018484-WRM-PRIV018486	04/14/2011	Jay Schall, Esq.; Roxane Peper; WML Director	Roxane Peper; Jay Schall, Esq.; Wynn Macau director; Assistant to WML Director; WML Director; Assistant to WML Director; WML director; Assistant to WML Director; Ian Coughlan; WRMSA Employee (executive office)	Roxane Peper	Email Exchange providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018487-WRM-PRIV018488	04/14/2011	Jay Schall, Esq.; WML Director	WML Director; Jay Schall, Esq.; Wynn Macau director; Assistant to WML Director; Assistant to WML Director; WML director; Debroah Ling; Ian Coughlan; WRMSA Employee (executive office)	Roxane Peper	Email Exchange providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018491-WRM-PRIV018492	04/14/2011	Jay Schall, Esq.; Roxane Peper	Roxane Peper; Jay Schall, Esq.; Wynn Macau director; Assistant to WML Director; WML Director; Assistant to WML Director; WML director; Assistant to WML Director; Ian Coughlan; WRMSA Employee (executive office)	Roxane Peper	Email Exchange providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018504-WRM-PRIV018506	04/15/2011	Jay Schall, Esq.; Roxane Peper, WRMSA Employee (executive office)	Roxane Peper; Jay Schall, Esq.; WRMSA Employee (executive office); Wynn Macau director; Assistant to WML Director; WML Director; Assistant to WML Director; WML director; Assistant to WML Director; Ian Coughlan; WRMSA Employee (executive office)	Roxane Peper	Email Exchange providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018520-WRM-PRIV018523	04/18/2011	Jay Schall, Esq.; Angela Lai	Angela Lai; Jay Schall, Esq.; Wynn Macau director; Assistant to WML Director; WML Director; Assistant to WML Director; WML director; Assistant to WML Director; Ian Coughlan; WRMSA Employee (executive office)	Roxane Peper	Email Exchange providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV018524-WRM-PRIV018524	04/18/2011	Robert Gansmo; Jay Schall, Esq.	Jay Schall, Esq.; Oscar Lam; Robert Gansmo		Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate policies, governance, and FCPA	Attorney Client	Privilege Withhold

WRM-PRIV018533-WRM-PRIV018534	04/19/2011	WRMSA Executive (executive office); Kim Sinatra, Esq.; Ian Coughlan; Jay Schall, Esq.; Roxane Peper	Ian Coughlan; WRMSA Executive (executive office); Kim Sinatra, Esq.; Roxane Peper	Jay Schall, Esq.	Email Exchange providing confidential legal advice regarding director misconduct and corporate governance	Attorney Client	Privilege Withhold
WRM-PRIV019731-WRM-PRIV019738	04/27/2011	Jay Schall, Esq.; Roxane Peper; WRMSA Employee (audio visual); Angela Lai; WRL Employee (corp. investigations)	Roxane Peper; Jay Schall, Esq.; WRMSA Employee (audio visual); Peter Barnes; WRL Employee (corp. investigations); Angela Lai	Angela Lai; James Stern; WRL Employee (corp. investigations); Jay Schall, Esq.; Roxane Peper; WRMSA Employee (executive office); WRMSA Employee (audio visual)	Email Exchange providing confidential information needed to render legal advice regarding translation issues.	Attorney Client	Privilege Withhold
WRM-PRIV019739-WRM-PRIV019741	04/29/2011	Roxane Peper; Jay Schall, Esq.	Jay Schall, Esq.; Kim Sinatra, Esq.; Roxane Peper		Email Exchange and attachment(s) providing confidential legal advice regarding Draft minutes related to UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV020909-WRM-PRIV020910	05/03/2011	Jay Schall, Esq.; Marcus Trummer, CPA	Marcus Trummer, CPA; Oscar Lam; Jay Schall, Esq.	Oscar Lam	Email Exchange providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters FCPA issues	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV022564-WRM-PRIV022564	05/11/2011	Jay Schall, Esq.; Kim Sinatra, Esq.	Ian Coughlan; Kim Sinatra, Esq.; Angela Lai	Matt Maddox; Roxane Peper; Jay Schall, Esq.	Email Exchange providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV022565-WRM-PRIV022569	05/12/2011	Angela Lai; Jay Schall, Esq.; Robert Miller; Kim Sinatra, Esq.	Robert Miller; Cindy Ku; WRMSA Employee (legal department); Jay Schall, Esq.; Kim Sinatra, Esq.	Cindy Ku; Jay Schall, Esq.; Assistant to WRL Director; WRMSA Employee (executive office); Angela Lai; Shannon Nadeau; WRMSA Employee (legal department); Roxane Peper; Kim Sinatra, Esq.; Robert Gansmo; Peter Barnes; WRMSA Employee (security); Robert Miller	Email Exchange and attachment(s) providing confidential legal advice with Jay Schall, Esq. regarding FCPA issues	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV022591-WRM-PRIV022593	05/13/2011	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney	Email Exchange requesting confidential legal advice regarding corporate governance and business matters regarding removal/resignation of director.	Attorney Client	Privilege Withhold
WRM-PRIV022597-WRM-PRIV022597	05/14/2011	Jay Schall, Esq.; Robert Gansmo	Ian Coughlan; Robert Gansmo; Jay Schall, Esq.; Ian Coughlan		Email Exchange reflecting confidential legal advice with Jay Schall, Esq. regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV022601-WRM-PRIV022602	05/14/2011	Linda Chen; Robert Gansmo, Jay Schall, Esq.; Ian Coughlan	Ian Coughlan; Jay Schall, Esq.; Robert Gansmo; Linda Chen		Email Exchange reflecting confidential legal advice with Jay Schall, Esq. regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV022603-WRM-PRIV022603	05/14/2011	Robert Gansmo; Jay Schall, Esq.	Jay Schall, Esq.; Robert Gansmo; Ian Coughlan		Email Exchange providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV022609-WRM-PRIV022613	05/16/2011	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Email Exchange providing confidential legal advice regarding corporate governance issues related to directors	Attorney Client	Privilege Withhold
WRM-PRIV022618-WRM-PRIV022619	05/16/2011	Robert Gansmo; WRMSA Executive (Planning & Analysis); WRMSA Employee (CPA)	WRMSA Executive (Planning & Analysis); WRMSA Employee (planning & analysis); WRMSA Employee (CPA); Robert Gansmo; WRMSA Executive (finance)	WRMSA Employee (planning & analysis); Robert Gansmo	Email Exchange reflecting confidential legal advice with Wynn Legal Department and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV022634-WRM-PRIV022636	05/17/2011	Jay Schall, Esq.	WRMSA Employee (corporate finance)		Email and attachment(s) forward Draft meeting minutes reflecting confidential legal advice from Jay Schall, Esq. Kim Sinatra, Esq. regarding UMAC donation.	Attorney Client	Privilege Withhold
WRM-PRIV022637-WRM-PRIV022637	05/17/2011	WRMSA Employee (CPA)	WRMSA Employee (cage)	WRMSA Employee (general ledger); WRMSA Employee (accounts payable); WRMSA Employee (general ledger); Robert Gansmo; WRMSA Executive (finance)	Email reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV022650-WRM-PRIV022655	05/24/2011	Robert Gansmo; Cindy Ku	Clyde Nakashima; Ernst & Young CPA		Email Exchange and attachment(s) reflecting confidential legal advice with Wynn Legal Department reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold

WRM-PRIV022667-WRM-PRIV022668	05/30/2011	David Ullrich; Robert Gansmo	Robert Gansmo; Flora Ao; David Ullrich		Email Exchange and attachment(s) reflecting confidential legal advice with Kim Sinatra, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate records	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV022677-WRM-PRIV022677	06/03/2011	Ian Coughlan; Katharine Liu	Katharine Liu; Ian Coughlan	Robert Gansmo; Zuleika Mok; Jay Schall, Esq.	Email Exchange providing confidential information needed to render legal advice with Jay Schall, Esq. regarding corporate governance and charitable donations	Attorney Client	Privilege Withhold
WRM-PRIV022705-WRM-PRIV022706	06/08/2011	Jay Schall, Esq.; WRMSA Executive (human resources)	WRMSA Executive (human resources); Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV022844-WRM-PRIV022845	06/20/2011	Jay Schall, Esq.; Gibson Dunn attorney	Daisy Chan; Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV022846-WRM-PRIV022923	06/20/2011	Jay Schall, Esq.; WRMSA Employee (finance)	Daisy Chan; Jay Schall, Esq.; Ernst & Young HK employee; Ernst & Young employee, CPA; Skadden Arps attorney; Skadden Arps attorney	Clyde Nakashima; WRL Executive (accounting); Robert Gansmo	Email Exchange and attachment(s) providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV022972-WRM-PRIV023045	06/21/2011	Daisy Chan; Gibson Dunn attorney; Jay Schall, Esq.	Gibson Dunn attorney; Jay Schall, Esq.; Daisy Chan		Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV023070-WRM-PRIV023072	06/29/2011	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.; Gibson Dunn attorney, Esq.; Gibson Dunn attorney; Kevin Tourek, Esq.	Gibson Dunn attorney, Esq.	Email Exchange requesting confidential information needed to render legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV023073-WRM-PRIV023074	06/29/2011	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Gibson Dunn attorney; Kevin Tourek, Esq.; Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange requesting confidential information needed to render legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV023075-WRM-PRIV023077	06/30/2011	Jay Schall, Esq.; Gibson Dunn attorney; Gibson Dunn attorney, Esq.	Gibson Dunn attorney; Kevin Tourek, Esq.; Gibson Dunn attorney; Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney, Esq.	Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV023167-WRM-PRIV023168	07/07/2011	Jay Schall, Esq.; WRMSA Employee (CPA)	WRMSA Employee (CPA); Jay Schall, Esq.		Email Exchange providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate records	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV023865-WRM-PRIV023865	07/09/2011	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV024073-WRM-PRIV024077	07/14/2011	Jay Schall, Esq.; Skadden Arps attorney; WRMSA Employee (finance); Samanta Stewart;	Skadden Arps attorney; WRMSA Employee (finance); Clyde Nakashima; Jay Schall, Esq.; Samanta Stewart; Skadden Arps attorney	Skadden Arps attorney; WRMSA Employee (corporate finance); Skadden Arps attorney; Robert Gansmo; Samanta Stewart; Terri Peers, CPA; WRL Executive (accounting); Jay Schall, Esq.; Clyde Nakashima	Email Exchange providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV024244-WRM-PRIV024245	07/28/2011	WRMSA Executive (executive office); Ian Coughlan; Angela Lai;	Ian Coughlan; WRMSA Executive (executive office); Angela Lai	Jay Schall, Esq.	Email Exchange providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV024246-WRM-PRIV024248	07/29/2011	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Jay Schall, Esq.; Kevin Tourek, Esq.; Shannon Nadeau	Kim Sinatra, Esq.	Email Exchange providing confidential information needed to render legal advice regarding employee policies, FCPA and code of business conduct	Attorney Client	Privilege Withhold
WRM-PRIV024249-WRM-PRIV024251	07/29/2011	Jay Schall, Esq.	Daisy Chan		Email and attachment(s) providing confidential legal advice regarding Archfield investigation	Attorney Client	Privilege Withhold
WRM-PRIV024252-WRM-PRIV024253	07/29/2011	Ian Coughlan; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Ian Coughlan	Jay Schall, Esq.	Email Exchange requesting confidential information needed to render legal advice with Kim Sinatra, Esq. and prepared in anticipation of litigation regarding Aruze's and Universal's activities in the Philippines	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV024254-WRM-PRIV024254	08/01/2011	Ian Coughlan	Ian Coughlan		Email compiling information for Kim Sinatra, Esq. Jay Schall, Esq. regarding misconduct in the Philippines	Work Product	Privilege Withhold
WRM-PRIV024255-WRM-PRIV024258	08/02/2011	Jay Schall, Esq.; BHFS attorney; Gibson Dunn attorney; Kim Sinatra, Esq.	BHFS attorney; Jay Schall, Esq.; Gibson Dunn attorney; Kim Sinatra, Esq.	Kevin Tourek, Esq.; Matt Maddox; BHFS attorney; BHFS attorney; Gibson Dunn Attorney	Email Exchange providing confidential legal advice regarding corporate governance and business matters relating to removal/resignation of director	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV024259-WRM-PRIV024259	08/02/2011	Clyde Nakashima; Jay Schall, Esq.	Jay Schall, Esq.; Clyde Nakashima; WRMSA Employee (finance)		Email Exchange providing confidential information needed to render legal advice business matters related to stockholders agreement	Attorney Client	Privilege Withhold

WRM-PRIV024260-WRM-PRIV024269	08/03/2011	Robert Gansmo; Ernst & Young employee, CPA	Cindy Ku; Robert Gansmo	Robert Gansmo; Cindy Ku; Ernst & Young HK employee; Ernst & Young CPA	Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters.	Accountant Client	Privilege Withhold
WRM-PRIV024278-WRM-PRIV024284	08/04/2011	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney	Email Exchange providing confidential legal advice regarding corporate governance issues related to directors	Attorney Client	Privilege Withhold
WRM-PRIV024285-WRM-PRIV024287	08/04/2011	Jay Schall, Esq.; Kim Sinatra, Esq.; BHFS attorney	Ian Coughlan; Kim Sinatra, Esq.; Matt Maddox; Jay Schall, Esq.	Kim Sinatra, Esq.; Gibson Dunn attorney	Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV024288-WRM-PRIV024292	08/04/2011	Jay Schall, Esq.; BHFS attorney; Gibson Dunn attorney; Kim Sinatra, Esq.	BHFS attorney; Jay Schall, Esq.; Gibson Dunn attorney; Kim Sinatra, Esq.; Jay Schall, Esq.	Kevin Tourek, Esq.; Matt Maddox, BHFS attorney; Gibson Dunn Attorney ; BHFS attorney	Email Exchange providing confidential legal advice regarding corporate governance and business matters relating to removal/resignation of director.	Attorney Client	Privilege Withhold
WRM-PRIV024486-WRM-PRIV024500	08/08/2011	WRMSA Employee (corporate finance); WRMSA Employee (corporate finance) (WML corporate finance employee); Clifford Chance attorney; Jay Schall, Esq.; Clifford Chance attorney	Cindy Ku; Cindy Ku; Jay Schall, Esq.; Clifford Chance attorney; Clifford Chance attorney (Clifford Chance)	Robert Gansmo; Jay Schall, Esq.; WRMSA Employee (corporate finance) (WML); Clifford Chance attorney (Clifford Chance); Clifford Chance attorney	Email Exchange and attachment(s) regarding corporate governance business matters related to the common terms agreement	Attorney Client	Privilege Withhold
WRM-PRIV024501-WRM-PRIV024512	08/08/2011	Cindy Ku; WRMSA Employee (corporate finance) (WML corporate finance employee); Clifford Chance attorney; Jay Schall, Esq.; Clifford Chance attorney	WRMSA Employee (corporate finance); Cindy Ku; Jay Schall, Esq.; Clifford Chance attorney; Clifford Chance attorney	Robert Gansmo; Jay Schall, Esq.; WRMSA Employee (corporate finance); Clifford Chance attorney; Clifford Chance attorney	Email Exchange and attachment(s) regarding corporate governance business matters related to the common terms agreement	Attorney Client	Privilege Withhold
WRM-PRIV024691-WRM-PRIV024778	08/16/2011	Skadden Arps attorney; WRMSA Employee (finance)	WRMSA Employee (finance); Clyde Nakashima; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Clyde Nakashima	Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV024779-WRM-PRIV024782	08/23/2011	Sharon Lam; WRMSA Employee (HR administration)	Daisy Chan; Sharon Lam		Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations.	Accountant Client	Privilege Withhold
WRM-PRIV024783-WRM-PRIV024786	08/23/2011	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Email Exchange providing confidential legal advice regarding potential share transfer	Attorney Client	Privilege Withhold
WRM-PRIV024787-WRM-PRIV024791	08/23/2011	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Email Exchange requesting confidential information needed to render legal advice regarding potential share transfer	Attorney Client	Privilege Withhold
WRM-PRIV024792-WRM-PRIV024795	08/23/2011	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Email Exchange requesting confidential legal advice regarding potential share transfer	Attorney Client	Privilege Withhold
WRM-PRIV024796-WRM-PRIV024798	08/23/2011	Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney		Email Exchange requesting confidential information needed to render legal advice regarding potential share transfer	Attorney Client	Privilege Withhold
WRM-PRIV025297-WRM-PRIV025301	08/24/2011	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Email Exchange requesting confidential information needed to render legal advice regarding potential share transfer	Attorney Client	Privilege Withhold
WRM-PRIV025302-WRM-PRIV025302	08/24/2011	Jay Schall, Esq.; WRL Executive (CPA)	WRL Executive (CPA); Jay Schall, Esq.		Email Exchange providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV025303-WRM-PRIV025303	09/08/2011	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Jay Schall, Esq.		Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding the Philippine gaming industry	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV025304-WRM-PRIV025304	10/01/2011	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Jay Schall, Esq.		Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding corporate governance and business matters relating to directors.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV025305-WRM-PRIV025306	10/03/2011	Angela Lai			Chart prepared at the request of counsel regarding director's misconduct at Wynn Macau and Freeh investigation.	Work Product	Privilege Withhold

WRM-PRIV025307-WRM-PRIV025310	10/03/2011	WRMSA Employee (room reservations); Angela Lai	Angela Lai; WRMSA Employee (room reservations)		Email Exchange and attachment(s) reflecting confidential legal advice with Jay Schall, Esq. and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV025320-WRM-PRIV025321	10/03/2011	Jay Schall, Esq.; Angela Lai	Angela Lai; Jay Schall, Esq.		Email Exchange providing confidential information needed to render legal advice with Jay Schall, Esq. and prepared in anticipation of litigation regarding director misconduct related to: Wynn Macau	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV025322-WRM-PRIV025327	10/03/2011	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney	Email Exchange providing confidential legal advice regarding corporate governance issues related to directors	Attorney Client	Privilege Withhold
WRM-PRIV025328-WRM-PRIV025329	10/04/2011	Jay Schall, Esq.; Angela Lai	Angela Lai; Jay Schall, Esq.		Email Exchange and attachment(s) requesting confidential information needed to render legal advice and prepared in anticipation of litigation regarding director's misconduct related to Wynn Macau and PAGCOR officials visits.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV025333-WRM-PRIV025350	10/06/2011	WRMSA Employee (CPA)			Report reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client	Privilege Withhold
WRM-PRIV025396-WRM-PRIV026807	10/17/2011	Clyde Nakashima; Robert Gansmo	Robert Gansmo; Samanta Stewart	WRMSA Employee (finance); Jay Schall, Esq.; Clyde Nakashima	Email Exchange and attachment(s) reflecting confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege NR
WRM-PRIV026808-WRM-PRIV026814	10/21/2011	WRMSA Employee (accounts payable); Gibson Dunn Employee	Daisy Chan; WRMSA Employee (accounts payable)		Email Exchange and attachment(s) reflecting counsel's protected mental impressions with Gibson, Dunn & Crutcher, LLP regarding corporate governance and business matters	Attorney Client	Privilege Redaction
WRM-PRIV026815-WRM-PRIV027001	10/25/2011	Flora Ao; David Ullrich; Robert Gansmo	David Ullrich; Robert Gansmo; Flora Ao		Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding director misconduct and corporate governance	Accountant Client	Privilege NR
WRM-PRIV027077-WRM-PRIV027077	11/08/2011	Jay Schall, Esq.; Kevin Tourek, Esq.; Kim Sinatra, Esq.	Kevin Tourek, Esq.; Kim Sinatra, Esq.; Jay Schall, Esq.; Robert Shapiro, Esq.; Jeffrey Soza, Esq.; Glaser Weil Attorney	Kevin Tourek, Esq.	Email Exchange requesting confidential information needed to render legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV027078-WRM-PRIV027085	11/08/2011	Jay Schall, Esq.; Roxane Peper; WRMSA Executive (human resources); Shannon Nadeau	Roxane Peper; Jay Schall, Esq.; Shannon Nadeau; WRMSA Executive (human resources)	Jay Schall, Esq.; Shannon Nadeau	Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV027086-WRM-PRIV027093	11/08/2011	WRMSA Executive (finance); Robert Gansmo; Jay Schall, Esq.	Robert Gansmo; WRMSA Employee (CPA), WRMSA Executive (finance); Cindy Mitchum; Ian Coughlan; Linda Chen; Marc Schorr; Shinobu Noda; WML director; Allan Zeman; Wynn Macau director; WML Director	WRMSA Employee (CPA); Assistant to WML Director ; Angela Lai; Laurie Nady; Assistant to WML Director; Kim Sinatra, Esq.; Roxane Peper; WRMSA Employee (corporate finance); Matt Maddox; John Strzemp; Assistant to WML Director; Robert Gansmo; Assistant to WML Director; WRL Executive (accounting); Teri Peers, CPA	Email Exchange and attachment(s) reflecting confidential legal advice with Jay Schall, Esq., Kim Sinatra, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege NR
WRM-PRIV027395-WRM-PRIV027581	11/25/2011	Flora Ao; Robert Gansmo; David Ullrich	David Ullrich; Robert Gansmo; Flora Ao		Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding director misconduct and corporate governance	Accountant Client	Privilege NR
WRM-PRIV027582-WRM-PRIV027771	11/25/2011	Flora Ao; Robert Gansmo; David Ullrich	David Ullrich; Robert Gansmo; Flora Ao		Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding director misconduct and corporate governance	Accountant Client	Privilege NR
WRM-PRIV027846-WRM-PRIV027848	11/28/2011	Jay Schall, Esq.			Draft meeting minutes reflecting counsel's protected mental impressions with Jay Schall, Esq., Kim Sinatra, Esq. regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV027849-WRM-PRIV027851	12/02/2011	Jay Schall, Esq.; Robert Gansmo; Marcus Trummer, CPA; Oscar Lam	Robert Gansmo; Jay Schall, Esq.; Marcus Trummer, CPA	Oscar Lam; Marcus Trummer, CPA	Email Exchange providing confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Accountant Client; Attorney Client	Privilege Withhold

WRM-PRIV027852-WRM-PRIV027852	12/18/2011	Robert Gansmo; Scott Peterson	David Ullrich; Flora Ao; Robert Gansmo; John Strzemp		Email Exchange requesting confidential information needed to render legal advice and prepared in anticipation of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV027853-WRM-PRIV027854	12/18/2011	Robert Gansmo; David Ullrich; Scott Peterson	David Ullrich; Robert Gansmo; John Strzemp		Email Exchange requesting confidential information needed to render legal advice and prepared in anticipation of litigation regarding director misconduct related to Wynn Macau	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV027855-WRM-PRIV027856	12/18/2011	Robert Gansmo; Flora Ao; David Ullrich; Scott Peterson	Flora Ao; Robert Gansmo; John Strzemp	Flora Ao	Email Exchange requesting confidential information needed to render legal advice and prepared in anticipation of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV027857-WRM-PRIV027947	12/18/2011	Robert Gansmo; John Strzemp	David Ullrich; Flora Ao; Robert Gansmo	Scott Peterson; Teri Peers, CPA	Email Exchange and attachment(s) requesting confidential information needed to render legal advice and prepared in anticipation of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding director misconduct and corporate governance	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV027963-WRM-PRIV027965	01/03/2012	Jay Schall, Esq.; Freeh Group International Solutions, LLC Executive; James Stern	Freeh Group International Solutions, LLC Executive; Jay Schall, Esq.; James Stern; Freeh, Sporkin & Sullivan, LLP attorney; Angela Lai; Beatrice Yeung	Freeh, Sporkin & Sullivan, LLP attorney; Ian Coughlan; James Stern; Freeh, Sporkin & Sullivan, LLP attorney; Freeh Group International Solutions, LLC Executive	Email Exchange providing confidential information needed to render legal advice with Jay Schall, Esq. and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV027966-WRM-PRIV027968	01/03/2012	Jay Schall, Esq.; James Stern	James Stern; Jay Schall, Esq.; Freeh, Sporkin & Sullivan, LLP attorney; Angela Lai; Beatrice Yeung	Freeh, Sporkin & Sullivan, LLP attorney; Freeh, Sporkin & Sullivan, LLP attorney; Freeh Group International Solutions, LLC Executive; Ian Coughlan	Email Exchange providing confidential information needed to render legal advice with Jay Schall, Esq. and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV027969-WRM-PRIV027970	01/04/2012	Angela Lai; Freeh Group International Solutions, LLC Executive; James Stern	Freeh Group International Solutions, LLC Executive; Angela Lai; Freeh, Sporkin & Sullivan, LLP attorney; Jay Schall, Esq.; Beatrice Yeung	James Stern; Jay Schall, Esq.; Beatrice Yeung; IanCoughlan; Freeh Group International Solutions, LLC Executive; Freeh, Sporkin & Sullivan, LLP attorney	Email Exchange providing confidential information needed to render legal advice and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV027974-WRM-PRIV027975	01/04/2012	Jay Schall, Esq.; James Stern	James Stern; Jay Schall, Esq.	Kim Sinatra, Esq.	Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV027992-WRM-PRIV027994	01/04/2012	Peter Barnes; Ian Coughlan; Freeh Group International Solutions, LLC Executive; Angela Lai; James Stern	Ian Coughlan; Peter Barnes; Angela Lai; Freeh, Sporkin & Sullivan, LLP attorney; Jay Schall, Esq.; Beatrice Yeung	James Stern; Jay Schall, Esq.; Beatrice Yeung; Ian Coughlan; Freeh, Sporkin & Sullivan, LLP attorney; Freeh Group International Solutions, LLC Executive; Freeh, Sporkin & Sullivan, LLP attorney	Email Exchange providing confidential information needed to render legal advice with Jay Schall, Esq. and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV027995-WRM-PRIV027997	01/04/2012	James Stern	Ian Coughlan; Peter Barnes; Freeh, Sporkin & Sullivan, LLP attorney; Freeh, Sporkin & Sullivan, LLP attorney; Freeh Group International Solutions, LLC Executive	Kim Sinatra, Esq.; Shannon Nadeau; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice with Jay Schall, Esq. and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV027998-WRM-PRIV027998	01/04/2012	James Stern	Marc Schorr	Ian Coughlan; Kim Sinatra, Esq.; Laurie Nady	Email providing confidential information collected at the direction of counsel regarding Freeh investigation.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV027999-WRM-PRIV028000	01/04/2012	Ian Coughlan; James Stern	James Stern; Ian Coughlan; Jay Schall, Esq.; Angela Lai; Beatrice Yeung	Freeh, Sporkin & Sullivan, LLP attorney; Freeh, Sporkin & Sullivan, LLP attorney; Freeh Group International Solutions, LLC Executive; Ian Coughlan	Email Exchange providing confidential information needed to render legal advice with Jay Schall, Esq. and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028001-WRM-PRIV028013	01/05/2012	Beatrice Yeung; Freeh Group International Solutions, LLC Executive; Angela Lai; James Stern	Freeh, Sporkin & Sullivan, LLP attorney; Freeh Group International Solutions, LLC Executive; Beatrice Yeung; Angela Lai; Freeh Group International Solutions, LLC Executive; Jay Schall, Esq.	Freeh, Sporkin & Sullivan, LLP attorney; James Stern; Jay Schall; Ian Coughlan; Beatrice Yeung	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV028014-WRM-PRIV028099	01/05/2012	James Stern	Angela Lai; Ian Coughlan; Freeh, Sporkin & Sullivan, LLP attorney; Freeh, Sporkin & Sullivan, LLP attorney; Freeh Group International Solutions, LLC Executive	Kim Sinatra, Esq.; Shannon Nadeau	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028270-WRM-PRIV028272	01/05/2012	James Stern; Ian Coughlan	Ian Coughlan; James Stern; Marc Schorr	Laurie Nady; Kim Sinatra, Esq.; Ian Coughlan	Email Exchange providing confidential information needed to render legal advice with Kim Sinatra, Esq. and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028273-WRM-PRIV028274	01/05/2012	Freeh Group International Solutions, LLC Executive; Ian Coughlan	Ian Coughlan; Freeh Group International Solutions, LLC Executive		Email Exchange requesting confidential information needed to render legal advice and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028275-WRM-PRIV028276	01/05/2012	James Stern; Ian Coughlan; Freeh Group International Solutions, LLC Executive	Ian Coughlan; James Stern; Freeh Group International Solutions, LLC Executive	Freeh, Sporkin & Sullivan, LLP attorney; Freeh, Sporkin & Sullivan, LLP attorney	Email Exchange requesting confidential information needed to render legal advice and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028277-WRM-PRIV028278	01/05/2012	James Stern; Ian Coughlan	Ian Coughlan; James Stern		Email Exchange providing confidential information needed to render legal advice and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028279-WRM-PRIV028282	01/05/2012	Ian Coughlan; James Stern	James Stern; Ian Coughlan		Email Exchange providing confidential information needed to render legal advice with Kim Sinatra, Esq. and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028424-WRM-PRIV028424	01/13/2012	James Stern; Angela Lai	Angela Lai; Ian Coughlan; Peter Barnes; James Stern	Sharon Lam	Email Exchange gatherine information at the request direction of counsel regarding the Freeh investigation.	Attorney Client	Privilege Withhold
WRM-PRIV028446-WRM-PRIV028448	01/13/2012	Katharine Liu	Ian Coughlan		Email and attachment(s) reflecting confidential legal advice and prepared in anticipation of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Not Privileged
WRM-PRIV028452-WRM-PRIV028453	01/19/2012	Samanta Stewart; Katharine Liu; Ian Coughlan	Ian Coughlan; Katharine Liu; Samanta Stewart	Samanta Stewart	Email Exchange reflecting legal advice regarding media strategy regarding litigation.	Work Product	Privilege Withhold
WRM-PRIV028454-WRM-PRIV028455	01/19/2012	Ian Coughlan; Samanta Stewart	Samanta Stewart; Ian Coughlan; Katharine Liu	Samanta Stewart	Email Exchange reflecting legal advice regarding media strategy regarding litigation.	Work Product	Privilege Withhold
WRM-PRIV028456-WRM-PRIV028456	01/20/2012	Ian Coughlan; Ian Coughlan; James Stern	Sharon Lam; James Stern; Ian Coughlan; Peter Barnes	Peter Barnes	Email Exchange reflecting confidential legal advice with Jay Schall, Esq. and prepared in anticipation of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028463-WRM-PRIV028465	01/20/2012	Jay Schall, Esq.; Jose Carlos Silva, Esq.; Ana Sofia Chaves, Esq.	Jose Carlos Silva, Esq.; Jay Schall, Esq.; Ana Sofia Chaves, Esq.	Jose Carlos Silva, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028467-WRM-PRIV028468	01/20/2012	Jay Schall, Esq.; Robert Gansmo	Robert Gansmo; Jay Schall, Esq.		Email Exchange providing confidential information, including discussing accounting advice received, seeking confidential legal advice, receiving confidential legal advice regarding audits of financials	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028469-WRM-PRIV028589	01/24/2012	Jay Schall, Esq.; Frank Cassella	Daisy Chan; John Strzemp; John Maddox; Kim Sinatra, Esq.; WRL Executive (accounting); Scott Peterson; WLV Executive (finance); Teri Peers, CPA; Kevin Tourek, Esq.; Marcus Trummer, CPA; Samanta Stewart; WDD Executive; WDD Executive (Finance); Robert Gansmo; Clyde Nakashima; WRMSA Employee (finance); WRMSA Executive (finance); Jay Schall, Esq.; WRL Executive (CPA); WRL Executive (Corporate Tax); WRMSA Executive (Planning & Analysis)		Email Exchange and attachment(s) providing confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding SEC filing	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV028590-WRM-PRIV028596	01/24/2012	Jay Schall, Esq.; Kim Sinatra, Esq.; Roxane Peper	Daisy Chan; Kevin Tourek, Esq.; Shannon Nadeau; Jay Schall, Esq.; Kim Sinatra, Esq.; Roxane Peper	WRL Employee (legal)	Email Exchange and attachment(s) providing confidential legal advice and prepared in anticipation of litigation regarding FCPA issues	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028597-WRM-PRIV028599	01/25/2012	Peter Barnes; Beatrice Yeung; James Stern	Beatrice Yeung; Peter Barnes		Email Exchange prepared in anticipation of litigation gathering information at the request and direction of counsel regarding the Freeh investigation.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028646-WRM-PRIV028648	01/27/2012	Jay Schall, Esq.; Roxane Peper; Linda Chen	Roxane Peper; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding corporate governance and business matters officer/director questionnaires.	Attorney Client	Privilege Withhold

WRM-PRIV028649-WRM-PRIV028650	01/27/2012	Robert Gansmo; WRMSA Employee (CPA)	Ian Coughlan; Jay Schall, Esq.; Robert Gansmo; Scott Peterson		Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding misconduct in the Philippines	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028677-WRM-PRIV028681	01/31/2012	Peter Barnes; Ian Coughlan; James Stern; Freeh Group International Solutions, LLC Executive; Angela Lai	Angela Lai; Sharon Lam; Peter Barnes; Ian Coughlan; James Stern	WRMSA Employee (security); Sharon Lam; Angela Lai; James Stern; WLV Employee (corporate investigations); WLV employee (security)	Email Exchange prepared in anticipation of litigation gathering information at the request and direction of counsel regarding the Freeh investigation.	Work Product	Privilege Withhold
WRM-PRIV028682-WRM-PRIV028685	01/31/2012	Angela Lai; Peter Barnes; Ian Coughlan; James Stern; Freeh Group International Solutions, LLC Executive	Peter Barnes; Sharon Lam; Ian Coughlan; James Stern	WRMSA Employee (security); Sharon Lam; Angela Lai; James Stern; WLV Employee (corporate investigations); WLV employee (security)	Email Exchange and attachment(s) prepared in anticipation of litigation gathering information at the request/direction of counsel regarding Freeh investif	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028688-WRM-PRIV028690	01/31/2012	Jay Schall, Esq.	Jay Schall, Esq.; Kim Sinatra, Esq.; Roxane Peper		Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV028694-WRM-PRIV028695	01/31/2012	Peter Barnes; Ian Coughlan; James Stern; Freeh Group International Solutions, LLC Executive	Ian Coughlan; Peter Barnes; James Stern	James Stern; WLV Employee (corporate investigations); WLV employee (security)	Email Exchange reflecting confidential legal advice with Jay Schall, Esq. and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028696-WRM-PRIV028696	01/31/2012	WRMSA Executive (executive office); James Stern	Ian Coughlan; Peter Barnes	James Stern; WLV Employee (corporate investigations); WLV employee (security)	Email Exchange reflecting confidential legal advice with Wynn Legal Department and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028698-WRM-PRIV028700	01/31/2012	Ian Coughlan; Peter Barnes; James Stern; Freeh Group International Solutions, LLC Executive	Peter Barnes; Ian Coughlan; James Stern	James Stern	Email Exchange providing confidential information needed to render legal advice and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028701-WRM-PRIV028702	02/01/2012	Freeh Group International Solutions, LLC Executive; Beatrice Yeung	Beatrice Yeung; Freeh Group International Solutions, LLC Executive		Email Exchange prepared in anticipation of litigation gathering information at the request and direction of counsel regarding the Freeh investigation.	Work Product	Privilege Withhold
WRM-PRIV028703-WRM-PRIV028703	02/01/2012	Angela Lai; WRMSA Employee (limousine services)	Beatrice Yeung; Angela Lai	WRMSA Employee (limousine services); WRMSA Employee (Guest Svcs); Beatrice Yeung	Email Exchange gathering information at the request direction of counsel regarding the Freeh investigation.	Work Product	Privilege Withhold
WRM-PRIV028704-WRM-PRIV028723	02/01/2012	Angela Lai; WRMSA Employee (limousine services)	Sharon Lam; Angela Lai	WRMSA Employee (Guest Svcs); Beatrice Yeung	Email Exchange and attachment(s) prepared in anticipation of litigation documents gathered at the request of Wynn Legal Department regarding director's misconduct related to Wynn Macau and PAGCOR officials.	Work Product	Privilege Withhold
WRM-PRIV028724-WRM-PRIV028725	02/01/2012	Beatrice Yeung	Freeh Group International Solutions, LLC Executive	James Stern; Peter Barnes	Email and attachment(s) providing confidential informaiton at the request of counsel regarding Freeh investigation.	Work Product	Privilege Withhold
WRM-PRIV028726-WRM-PRIV028727	02/02/2012	Angela Lai; Freeh Group International Solutions, LLC Executive	Ian Coughlan; Angela Lai; Freeh Group International Solutions, LLC Executive	James Stern; Peter Barnes; Beatrice Yeung	Email Exchange requesting confidential information needed to render legal advice and prepared in anticipation of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028728-WRM-PRIV028730	02/04/2012	Freeh Group International Solutions, LLC Executive; Beatrice Yeung	Angela Lai; Beatrice Yeung; Freeh Group International Solutions, LLC Executive	James Stern; Peter Barnes; Beatrice Yeung	Email Exchange prepared in anticipation of litigation communications gathering information at the request and direction of counsel regarding Freeh investigation.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028731-WRM-PRIV028732	02/04/2012	Freeh Group International Solutions, LLC Executive; Beatrice Yeung	Beatrice Yeung; Freeh Group International Solutions, LLC Executive		Email Exchange prepared in anticipation of litigation gathering information at the request and direction of counsel regarding the Freeh investigation.	Work Product	Privilege Withhold
WRM-PRIV028733-WRM-PRIV028734	02/04/2012	Beatrice Yeung; Freeh Group International Solutions, LLC Executive	Freeh Group International Solutions, LLC Executive; Beatrice Yeung		Email Exchange prepared in anticipation of litigation gathering information at the request and direction of counsel regarding the Freeh investigation.	Work Product	Privilege Withhold
WRM-PRIV028735-WRM-PRIV028735	02/04/2012	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Robert Gansmo; Jay Schall, Esq.		Email Exchange providing confidential information needed to render legal advice and prepared in anticipation of litigation regarding director misconduct related to Wynn Macau	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028736-WRM-PRIV028736	02/04/2012	Jay Schall, Esq.; Kim Sinatra, Esq.	Peter Barnes; Jay Schall, Esq.; Robert Gansmo		Email Exchange requesting confidential information needed to render legal advice with Kim Sinatra, Esq. and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV028812-WRM-PRIV028813	02/08/2012	Jay Schall, Esq.; Shannon Nadeau	Shannon Nadeau; Jay Schall, Esq.		Email Exchange requesting confidential legal advice regarding corporate governance and business matters relating to corporate structure.	Attorney Client	Privilege Withhold

WRM-PRIV029545-WRM-PRIV029547	02/10/2012	Ian Coughlan; James Stern	Robert Gansmo; Ian Coughlan	Jay Schall, Esq.; Peter Barnes	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029676-WRM-PRIV029676	02/12/2012	Jay Schall, Esq.; Kevin Tourek, Esq.	Kevin Tourek, Esq.; Jay Schall, Esq.		Email Exchange requesting confidential information needed to render legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV029700-WRM-PRIV029705	02/13/2012	Jay Schall, Esq.; Kim Sinatra, Esq.; Victor Goldfeld, Esq.; WLRK attorney, Esq.; Gibson Dunn attorney; Gibson Dunn attorney; Matt Maddox	Kim Sinatra, Esq.; Jay Schall, Esq.; WLRK attorney, Esq.; Gibson Dunn attorney; Gibson Dunn attorney; Victor Goldfeld, Esq.; Matt Maddox	Victor Goldfeld, Esq.; Sard Verbinen & Co. Executive; Sard Verbinen Executive; Daniel Neff, Esq.; Gibson Dunn Attorney ; Michael Weaver; Gibson Dunn attorney; Gibson Dunn attorney; Kim Sinatra, Esq.	Email Exchange reflecting confidential legal advice and prepared in anticipation of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029722-WRM-PRIV029723	02/14/2012	WRMSA Employee (legal department); Jay Schall, Esq.; Katharine Liu; Ian Coughlan	Jay Schall, Esq.; WRMSA Employee (legal department); Ian Coughlan; WRMSA Executive (food & beverage) ; Katharine Liu	WDD Employee (design); WDD Executive (Project Development); Jay Schall, Esq.; Alexandre Correia DaSilva, Esq.	Email Exchange providing confidential information needed to render legal advice regarding rebranding of Okada restaurant.	Attorney Client	Privilege Withhold
WRM-PRIV029726-WRM-PRIV029728	02/14/2012	Jay Schall, Esq.; Roxane Peper	Roxane Peper; Jay Schall, Esq.; Wynn Macau director; Assistant to WML Director ; Assistant to WML Director; Assistant to WML Director; Ian Coughlan; WRMSA Employee (executive office); WML director; WML Director	Jay Schall, Esq.; Roxane Peper	Email Exchange providing confidential legal advice regarding UMAC donation	Attorney Client	Privilege Withhold
WRM-PRIV029877-WRM-PRIV029882	02/15/2012	Ian Coughlan; WDD Executive (design); Kevin Tourek, Esq.; Roxane Peper; Townsend and Townsend Attorney; Michael Weaver; Katharine Liu	Katharine Liu; Ian Coughlan; WRMSA Executive (food & beverage) ; WLV Executive (operations); WLV Executive (operations); WLV Executive (food & beverage) ; WDD Executive (design); WDD Executive; Kevin Tourek, Esq.; Roxane Peper; Townsend and Townsend Attorney	WRMSA Executive (food & beverage) ; Michael Weaver; Owen, Wickersham & Erickson, P.C. attorney; Owen, Wickersham & Erickson, P.C. paralegal; Owen, Wickersham & Erickson, P.C. employee ; WLV Employee (art)	Email Exchange providing confidential information needed to render legal advice regardign rebranding of Okada restaurant.	Attorney Client	Privilege Withhold
WRM-PRIV029898-WRM-PRIV029899	02/17/2012	Jay Schall, Esq.; Mayer Brown Attorney	Mayer Brown Attorney; Jay Schall, Esq.; Mayer Brown Attorney		Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029900-WRM-PRIV029901	02/19/2012	Katharine Liu; Jay Schall, Esq.; Micheal Weaver	Jay Schall, Esq.; Michael Weaver	Weber Shandwick Employee; Jay Schall, Esq.; Katharine Liu	Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029902-WRM-PRIV029905	02/19/2012	Ian Coughlan	Katharine Liu	Jay Schall, Esq.	Email and attachment(s) requesting confidential legal advice and prepared in anticipation of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029906-WRM-PRIV029908	02/19/2012	Jay Schall, Esq.; Katharine Liu; Michael Weaver	Katharine Liu; Jay Schall, Esq.; Michael Weaver	Weber Shandwick Employee; Jay Schall, Esq.; Katharine Liu	Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029909-WRM-PRIV029913	02/19/2012	Jay Schall, Esq.	Katharine Liu; Samanta Stewart	Matt Maddox; Kim Sinatra, Esq.; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice and prepared in anticipation of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029914-WRM-PRIV029917	02/19/2012	Jay Schall, Esq.; Roxane Peper; Wynn Macau director	Roxane Peper; Jay Schall, Esq.; Wynn Macau director; WML director; WML Director	Allan Zeman; Kim Sinatra, Esq.	Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029918-WRM-PRIV029922	02/19/2012	Jay Schall, Esq.	Ian Coughlan; Samanta Stewart	Matt Maddox; Kim Sinatra, Esq.; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029930-WRM-PRIV029931	02/19/2012	Jay Schall, Esq.	Mayer Brown Attorney; Mayer Brown Attorney ; Skadden Arps attorney; Skadden Arps attorney	Mayer Brown Attorney; Skadden Arps attorney; Jay Schall, Esq.	Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029936-WRM-PRIV029937	02/19/2012	Jay Schall, Esq.; Wynn Macau director	Wynn Macau director; Jay Schall, Esq.; WML director; WML Director	Allan Zeman; Kim Sinatra, Esq.	Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029944-WRM-PRIV029945	02/19/2012	Jay Schall, Esq.; WML director	WML director; Jay Schall, Esq.		Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029946-WRM-PRIV029947	02/19/2012	Jay Schall, Esq.; Allan Zeman	Allan Zeman; Jay Schall, Esq.		Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV029948-WRM-PRIV029950	02/19/2012	Jay Schall, Esq.; Kim Sinatra, Esq.; Roxane Peper	Kim Sinatra, Esq.; Jay Schall, Esq.; Roxane Peper	Keven Tourek, Esq.; Roxane Peper	Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV029951-WRM-PRIV029952	02/19/2012	Jay Schall, Esq.; Alexandre Correia DaSilva, Esq.	Alexandre Correia DaSilva, Esq.; Jay Schall, Esq.		Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding director misconduct conduct and corporate governance and notification to DICJ.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029953-WRM-PRIV029953	02/19/2012	Jay Schall, Esq.	WRMSA Employee (legal department)	Alexandre Correia DaSilva, Esq.; Ian Coughlan; Jose Carlos Silva, Esq.	Email providing confidential legal advice and prepared in the course of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029954-WRM-PRIV029955	02/19/2012	Jay Schall, Esq.; Jay Schall, Esq.; Roxane Peper; Kim Sinatra, Esq.	Ian Coughlan; Roxane Peper; Kim Sinatra, Esq.; Jay Schall, Esq.	Kevin Tourek, Esq.; Roxane Peper	Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding Freeh investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029962-WRM-PRIV029963	02/19/2012	Katharine Liu; Sard Verbinnen Employee	Ian Coughlan; WLV employee (public relations); Michael Weaver; WLV Executive (Public Relations); BHFS attorney; Robert Shapiro, Esq.; Colby Williams, Esq.; Daniel Neff, Esq.; Donald Campbell, Esq.; BHFS attorney; James Pisanelli, Esq.; Jeffrey Soza, Esq.; BHFS attorney; Matt Maddox; Sard Verbinnen & Co. Executive; Glaser Weil LLP attorney; Marc Schorr; Kim Sinatra, Esq.; Katharine Liu	SardVerbinnen & Co Distribution List	Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029970-WRM-PRIV029971	02/20/2012	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Jay Schall, Esq.		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029987-WRM-PRIV029989	02/20/2012	Jay Schall, Esq.; Kim Sinatra, Esq.; WRMSA Employee (legal department)	Kim Sinatra, Esq.; Jay Schall, Esq.; Ian Coughlan	Jay Schall, Esq.; Alexandre Correia DaSilva, Esq.; Jose Carlos Silva, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance and DICJ notification.	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV029990-WRM-PRIV029992	02/20/2012	Jay Schall, Esq.; Mayer Brown Attorney	Mayer Brown Attorney; Jay Schall, Esq.; Mayer Brown Attorney; Skadden Arps attorney; Skadden Arps attorney	Mayer Brown Attorney; Skadden Arps attorney; Jay Schall, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV029993-WRM-PRIV030064	02/20/2012	Jay Schall, Esq.	Daisy Chan		Email and attachment(s) reflecting counsel's protected mental impressions and prepared in the course of litigation regarding documents gathered relating to the Freeh investigation.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030065-WRM-PRIV030066	02/20/2012	Jay Schall, Esq.; WML Director	WML Director; Jay Schall, Esq.; WML director; Wynn Macau director	Allan Zeman; Kim Sinatra, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030067-WRM-PRIV030074	02/20/2012	Jay Schall, Esq.	Daisy Chan; Jay Schall, Esq.; Kim Sinatra, Esq.		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030075-WRM-PRIV030082	02/20/2012	Jay Schall, Esq.	Ian Coughlan; Kim Sinatra, Esq.		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030083-WRM-PRIV030092	02/20/2012	Jay Schall, Esq.; Skadden Arps attorney	Ian Coughlan; Katharine Liu; Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding director misconduct related to Wynn Macau.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030093-WRM-PRIV030094	02/20/2012	Ian Coughlan; Katharine Liu; Michael Weaver; Sard Verbinnen Employee	Jay Schall, Esq.; Ian Coughlan; Katharine Liu; Sard Verbinnen Employee		Email Exchange providing confidential information needed to render legal advice with Jay Schall, Esq. regarding director misconduct and corporate governance.	Attorney Client	Privilege Withhold
WRM-PRIV030095-WRM-PRIV030113	02/20/2012	Gibson Dunn attorney	Jay Schall, Esq.	Gibson Dunn Attorney	Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV030154-WRM-PRIV030155	02/20/2012	Katharine Liu; Sard Verbinnen Employee; Michael Weaver	Ian Coughlan; Sard Verbinnen Employee; Katharine Liu		Email Exchange compiling information at the direction of counsel in the course of litigation regarding media strategy regarding litigation	Work Product	Privilege Withhold
WRM-PRIV030156-WRM-PRIV030156	02/20/2012	Ian Coughlan; Katharine Liu	Katharine Liu; Ian Coughlan		Email Exchange reflecting confidential legal advice with Wynn Legal Department regarding Freeh investigation	Attorney Client	Privilege Withhold
WRM-PRIV030157-WRM-PRIV030157	02/20/2012	Ian Coughlan; Katharine Liu	Katharine Liu; Ian Coughlan		Email Exchange reflecting confidential legal advice with Wynn Legal Department regarding Freeh investigation	Attorney Client	Privilege Withhold

WRM-PRIV030158-WRM-PRIV030159	02/20/2012	Ian Coughlan	Robert Gansmo		Email and attachment(s) providing confidential legal advice regarding redemption of shares	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV030162-WRM-PRIV030163	02/20/2012	Ian Coughlan; Katharine Liu; Michael Weaver; Sard Verbinnen Employee	Jay Schall, Esq.; Ian Coughlan; Katharine Liu; Sard Verbinnen Employee		Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030204-WRM-PRIV030210	02/21/2012	Angela Lai; Jay Schall, Esq.	Charlotte Hong; Sharon Lam; Angela Lai		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation corporate governance and business matters relating to board meeting and removal	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030235-WRM-PRIV030241	02/21/2012	Jay Schall, Esq.	Daniel Neff, Esq.		Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation corporate governance and business matters relating to board meeting and removal	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030242-WRM-PRIV030263	02/21/2012	Jay Schall, Esq.	Mayer Brown Attorney; Mayer Brown Attorney		Email and attachment(s) providing confidential legal advice and prepared in anticipation of litigation corporate governance and business matters relating to board meeting and removal	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030264-WRM-PRIV030278	02/21/2012	Jay Schall, Esq.	Daisy Chan; Kim Sinatra, Esq.; Daniel Neff, Esq.	Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice and prepared in anticipation of litigation regarding removal	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030296-WRM-PRIV030301	02/21/2012	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney	Email Exchange providing confidential legal advice with Jay Schall, Esq. and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030302-WRM-PRIV030303	02/21/2012	Jay Schall, Esq.; Daniel Neff, Esq.;	Daniel Neff, Esq.; Kim Sinatra, Esq.; Roxane Peper; Jay Schall, Esq.	Jay Schall, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030304-WRM-PRIV030310	02/21/2012	Jay Schall, Esq.	Daniel Neff, Esq.; Kim Sinatra, Esq.; Roxane Peper	Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding removal	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030311-WRM-PRIV030312	02/21/2012	Jay Schall, Esq.; Daniel Neff, Esq.; Kim Sinatra, Esq.	Daniel Neff, Esq.; Kim Sinatra, Esq.; Jay Schall, Esq.	Daniel Neff, Esq.; Jay Schall, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030313-WRM-PRIV030317	02/21/2012	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030318-WRM-PRIV030319	02/21/2012	Jay Schall, Esq.; Ian Coughlan; Peter Barnes; Hill & Associates Executive	Ian Coughlan; Jay Schall, Esq.; Peter Barnes	Hill & Associates Executive (EVP)	Email Exchange providing confidential information needed to render legal advice and prepared in anticipation of litigation regarding director misconduct related to Wynn Macau	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030320-WRM-PRIV030323	02/21/2012	Jay Schall, Esq.; Skadden Arps attorney;	Skadden Arps attorney; Jay Schall, Esq.	Skadden Arps attorney; Jay Schall, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030324-WRM-PRIV030328	02/21/2012	Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.	Skadden Arps attorney; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030334-WRM-PRIV030337	02/21/2012	Jay Schall, Esq.	Daisy Chan		Email and attachment(s) providing confidential legal advice and prepared in the course of litigation removal of Wynn Macau director	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030338-WRM-PRIV030343	02/21/2012	Jay Schall, Esq.	Daisy Chan		Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding removal of Wynn Macau director	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030364-WRM-PRIV030365	02/21/2012	Ian Coughlan; Peter Barnes; Hill & Associates Executive	Peter Barnes; Ian Coughlan	Hill & Associates Executive (EVP)	Email Exchange reflecting confidential legal advice with Wynn Legal Department and prepared in the course of litigation regarding director misconduct related to Wynn Macau	Work Product	Privilege Withhold
WRM-PRIV030374-WRM-PRIV030376	02/22/2012	Jay Schall, Esq.; Jose Carlos Silva, Esq.	Jose Carlos Silva, Esq.; Jay Schall, Esq.; Alexandre Correia DaSilva, Esq.; Kevin Tourek, Esq.; Kim Sinatra, Esq.	Ian Coughlan; Alexandre Correia DaSilva, Esq.; Jose Carlos Silva, Esq.; Jay Schall, Esq.	Email Exchange providing confidential legal advice regarding DICJ inquiry	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV030377-WRM-PRIV030390	02/22/2012	Jay Schall, Esq.; Roxane Peper	Alexandre Correia DaSilva, Esq.; Jose Carlos Silva, Esq.; Jay Schall, Esq.; Roxane Peper; Kevin Tourek, Esq.; Kim Sinatra, Esq.	Jose Carlos Silva, Esq.; Ian Coughlan; Alexandre Correia DaSilva, Esq.; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding DICJ inquiry	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV030391-WRM-PRIV030392	02/22/2012	Jose Carlos Silva, Esq.; Jay Schall, Esq.	Jay Schall, Esq.; Kevin Tourek, Esq.; Kim Sinatra, Esq.; Alexandre Correia DaSilva, Esq.; Jose Carlos Silva, Esq.	Alexandre Correia DaSilva, Esq.; Ian Coughlan; Jose Carlos Silva, Esq.; Jay Schall, Esq.	Email Exchange providing confidential legal advice regarding DICJ inquiry	Attorney Client	Privilege Withhold
WRM-PRIV030395-WRM-PRIV030430	02/22/2012	Ian Coughlan; Kim Sinatra, Esq.	Allan Zeman; Linda Chen; WRL employee (executive office admin); WRL Employee (executive office); WRL Director; Assistant to WRL Director; Assistant to WML Director; Robert Miller; Cindy Mitchum; John Moran; Laurie Nady; Marc Schorr; Alvin Shoemaker; Boone Wayson; Elaine Wynn; Allan Zeman		Email Exchange providing confidential legal advice regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030439-WRM-PRIV030577	02/23/2012	Jose Carlos Silva, Esq.; Jay Schall, Esq.	Daisy Chan; Alexandre Correia DaSilva, Esq.; Jose Carlos Silva, Esq.; Kevin Tourek, Esq.; Kim Sinatra, Esq.	Ian Coughlan; Jay Schall, Esq.; Jose Carlos Silva, Esq.; Alexandre Correia DaSilva, Esq.	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding redemption of shares	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV030578-WRM-PRIV030591	02/23/2012	Jose Carlos Silva, Esq.; Jay Schall, Esq.; Roxane Peper	Daisy Chan; Jose Carlos Silva, Esq.; Alexandre Correia DaSilva, Esq.; Jay Schall, Esq.; Roxanne Peper; Kevin Tourek, Esq.; Kim Sinatra, Esq.	Jose Carlos Silva, Esq.; Ian Coughlan; Alexandre Correia DaSilva, Esq.; Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding DICJ inquiry	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030599-WRM-PRIV030602	02/23/2012	Jay Schall, Esq.	Angela Lai; Daisy Chan; Linda Chen; Allan Zeman	Jay Schall, Esq.; Kim Sinatra, Esq.	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030604-WRM-PRIV030605	02/23/2012	Jay Schall, Esq.; Sard Verbinen & Co. Executive	Katharine Liu; Sard Verbinen & Co. Executive; Jay Schall, Esq.	Ian Coughlan; Jay Schall, Esq.; Michael Weaver; Sard Verbinen & Co Distribution List	Email Exchange providing confidential legal advice regarding media strategy regarding litigation	Attorney Client	Privilege Withhold
WRM-PRIV030608-WRM-PRIV030611	02/23/2012	Jay Schall, Esq.; Sard Verbinen & Co. Executive	Sard Verbinen & Co. Executive; Jay Schall, Esq.; Sard Verbinen & Co. Executive; Kim Sinatra, Esq.; Daniel Neff, Esq.; Mayer Brown Attorney; Mayer Brown Attorney	Jay Schall, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030614-WRM-PRIV030618	02/23/2012	Jay Schall, Esq.	Samanta Stewart; Kim Sinatra, Esq.; Daniel Neff, Esq.; Mayer Brown Attorney; Mayer Brown Attorney	Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030619-WRM-PRIV030623	02/23/2012	Jay Schall, Esq.	Sard Verbinen & Co. Executive; Kim Sinatra, Esq.; Daniel Neff, Esq.; Mayer Brown Attorney; Mayer Brown Attorney	Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030629-WRM-PRIV030635	02/23/2012	Jay Schall, Esq.; WRMSA Employee (finance); Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	WRMSA Employee (finance); Jay Schall, Esq.; WRMSA Employee (finance); Skadden Arps attorney; Skadden Arps attorney	WRMSA Employee (finance); Skadden Arps attorney	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030636-WRM-PRIV030641	02/23/2012	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Jay Schall, Esq.; WRMSA Employee (finance)	WRMSA Employee (finance); Skadden Arps attorney	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030642-WRM-PRIV030647	02/23/2012	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Jay Schall, Esq.; WRMSA Employee (finance)	WRMSA Employee (finance); Skadden Arps attorney	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030648-WRM-PRIV030656	02/23/2012	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Mayer Brown Attorney; Mayer Brown Attorney ; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney; WRMSA Employee (finance)	WRMSA Employee (finance); Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030711-WRM-PRIV030714	02/23/2012	Jay Schall, Esq.	Daisy Chan		Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030715-WRM-PRIV030715	02/23/2012	Jay Schall, Esq.	Ian Coughlan; Katharine Liu		Email reflecting confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030716-WRM-PRIV030717	02/23/2012	Jay Schall, Esq.; Roxane Peper; Katherine Liu; Ian Coughlan	Roxane Peper; Jay Schall, Esq.; Ian Coughlan; WRMSA Executive (food & beverage)	WDD Employee (design); WDD Executive (Project Development); Jay Schall, Esq.; Alexandre Correia DaSilva, Esq.	Email Exchange providing confidential legal advice regarding rebranding of Okada restaurant	Attorney Client	Privilege Withhold
WRM-PRIV030722-WRM-PRIV030732	02/23/2012	Jay Schall, Esq.	Daniel Neff, Esq.; Kim Sinatra, Esq.; Mayer Brown Attorney; Mayer Brown Attorney	Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV030736-WRM-PRIV030742	02/23/2012	Jay Schall, Esq.	Mayer Brown Attorney; Mayer Brown Attorney	Kim Sinatra, Esq.	Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation corporate governance and business matters relating to board meeting and removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030743-WRM-PRIV030746	02/23/2012	Ian Coughlan; Michael Weaver	Kim Sinatra, Esq.; Sard Verbinen & Co. Executive	Jay Schall, Esq.; Kim Sinatra, Esq.	Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation and litigation strategy in general	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030747-WRM-PRIV030750	02/23/2012	Sard Verbinen & Co. Executive	Jay Schall, Esq.	Katharine Liu; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Wynn - Sard Verbinen & Co. Distribution List	Email and attachment(s) requesting confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030751-WRM-PRIV030752	02/23/2012	Sard Verbinen & Co. Executive	Jay Schall, Esq.; Katharine Liu	Michael Weaver; Wynn - Sard Verbinen & Co Distribution List	Email and attachment(s) requesting confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030825-WRM-PRIV030836	02/23/2012	Sard Verbinen Executive; Kim Sinatra, Esq.; Weber Shandwick Employee	Katharine Liu; Kim Sinatra, Esq.; Michael Weaver; Weber Shandwick Employee; Sard Verbinen Executive	Sard Verbinen Employee; Jay Schall, Esq.; Sard Verbinen & Co. Executive; Sard Verbinen Executive	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030837-WRM-PRIV030849	02/23/2012	Sard Verbinen Executive; Kim Sinatra, Esq.; Weber Shandwick Employee	Katharine Liu; Kim Sinatra, Esq.; Michael Weaver; Sard Verbinen Executive; Weber Shandwick Employee;	Sard Verbinen Employee; Jay Schall, Esq.; Sard Verbinen & Co. Executive; Sard Verbinen Executive	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030852-WRM-PRIV030858	02/24/2012	Angela Lai; Roxane Peper; Kim Sinatra, Esq.; WRL Employee (legal)	Charlotte Hong; Linda Chen; Angela Lai; Allan Zeman; Assistant to WRL Director; Lori Glassford; WRL Director; Assistant to WRL Director; Assistant to WRL Director; Robert Miller; Cindy Mitchum; John Moran; Laurie Nady; Marc Schorr; Alvin Shoemaker; Boone Wayson; Elaine Wynn; Kim Sinatra, Esq.	Linda Chen; LFK Group employee; Roxane Peper; Daniel Neff, Esq.	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding redemption of shares	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030859-WRM-PRIV030861	02/24/2012	Angela Lai; Roxane Peper; Kim Sinatra, Esq.; WRL Employee (legal)	Roxane Peper; Angela Lai; Allan Zeman; Linda Chen; WRL employee (executive office admin); WRL Employee (executive office); WRL Director; Assistant to WRL Director; Assistant to WRL Director; Robert Miller; Cindy Mitchum; John Moran; Laurie Nady; Marc Schorr; Alvin Shoemaker; Boone Wayson; Elaine Wynn; Kim Sinatra, Esq.	Linda Chen; LFK Group employee; Roxane Peper; Daniel Neff, Esq.	Email Exchange requesting confidential information needed to render legal advice and prepared in the course of litigation regarding redemption of shares	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030862-WRM-PRIV030864	02/24/2012	Angela Lai; Roxane Peper; Kim Sinatra, Esq.; WRL Employee (legal)	Roxane Peper; Angela Lai; Allan Zeman; Linda Chen; WRL employee (executive office admin); WRL Employee (executive office); WRL Director; Assistant to WRL Director; Assistant to WRL Director; Robert Miller; Cindy Mitchum; John Moran; Laurie Nady; Marc Schorr; Alvin Shoemaker; Boone Wayson; Elaine Wynn; Kim Sinatra, Esq.	Jay Schall, Esq.; LFK Group employee; Roxane Peper; Daniel Neff, Esq.; Linda Chen	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding redemption of shares	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030865-WRM-PRIV030867	02/24/2012	Angela Lai; Roxane Peper; Kim Sinatra, Esq.; WRL Employee (legal)	Linda Chen; Angela Lai; Allan Zeman; WRL employee (executive office admin); WRL Employee (executive office); WRL Director; Assistant to WRL Director; Assistant to WRL Director; Robert Miller; Cindy Mitchum; John Moran; Laurie Nady; Marc Schorr; Alvin Shoemaker; Boone Wayson; Elaine Wynn; Kim Sinatra, Esq.	Sharon Lam; LFK Group employee; Roxane Peper; Daniel Neff, Esq.; Linda Chen	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding redemption of shares	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030868-WRM-PRIV030869	02/24/2012	Jay Schall, Esq.; Daisy Chan	Daisy Chan; Jay Schall, Esq.		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV030884-WRM-PRIV030892	02/24/2012	Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney; Mayer Brown Attorney; Mayer Brown Attorney ; Samanta Stewart; Katharine Liu; Kim Sinatra, Esq.	Allan Zeman; Ian Coughlan; Roxane Peper	Email Exchange and attachment(s) reflecting confidential legal advice with Jay Schall, Esq. and prepared in the course of litigation regarding redemption of shares	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030896-WRM-PRIV030897	02/24/2012	Jay Schall, Esq.; WRMSA Employee (accounts payable)	WRMSA Employee (accounts payable) ; Jay Schall, Esq; Tricor Services Ltd. Officer (corporate services); WRMSA Employee (accounts payable)	Tricor Services Ltd. Officer (corporate services); Tricor Services Ltd. Officer (corporate services)	Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030901-WRM-PRIV030903	02/24/2012	Jay Schall, Esq.; Katharine Liu; WLRK attorney, Esq.; Sard Verbinen & Co. Executive	Weber Shandwick Employee; WLRK attorney, Esq.; Katharine Liu; Sard Verbinen & Co. Executive; Jay Schall, Esq.; WLRK attorney, Esq.	Samanta Stewart; Victor Goldfeld, Esq.; Wynn - Sard Verbinen & Co Distribution List; WLRK attorney, Esq.	Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030904-WRM-PRIV030906	02/24/2012	Jay Schall, Esq.; Katharine Liu; Sard Verbinen & Co. Executive	Victor Goldfeld, Esq.; Sard Verbinen & Co. Executive; Jay Schall, Esq.; Weber Shandwick Employee; Katharine Liu	Samanta Stewart; SardVerbinen & Co Distribution List; WLRK attorney, Esq.	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030907-WRM-PRIV030908	02/24/2012	Jay Schall, Esq.; Skadden Arps attorney	WRMSA Employee (finance); Skadden Arps attorney; Jay Schall, Esq.		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030912-WRM-PRIV030915	02/24/2012	Jay Schall, Esq.; Daisy Chan	Assistant to WML Director; WML Director; WML director; Assistant to WML Director; Wynn Macau director; Assistant to WML Director; Assistant to WML Director; WML Director; Assistant to WML Director; Daisy Chan	Angela Lai; Jay Schall, Esq.	Email Exchange and attachment(s) requesting confidential information needed to render legal advice and prepared in the course of litigation regarding redemption of shares	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030933-WRM-PRIV030936	02/24/2012	Jay Schall, Esq.; Daisy Chan	Assistant to WML Director; WML director; Assistant to WML Director; Wynn Macau director; Assistant to WML Director; Assistant to WML Director; WML Director, Esq.; Assistant to WML Director; Jay Schall, Esq.; Daisy Chan	Jay Schall, Esq.	Email Exchange and attachment(s) requesting confidential information needed to render legal advice and prepared in the course of litigation regarding redemption of shares	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030944-WRM-PRIV030946	02/24/2012	Jay Schall, Esq.; Wynn Macau director	Wynn Macau director; Jay Schall, Esq.; WML director; WML Director; Allan Zeman	Assistant to WML Director: Wynn Macau director; Samanta Stewart; Ian Coughlan; Kim Sinatra, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030947-WRM-PRIV030948	02/24/2012	Jay Schall, Esq.; WML Director, Esq.	WML Director; Jay Schall, Esq.; WML director; Wynn Macau director; Allan Zeman	Samanta Stewart; Ian Coughlan; Kim Sinatra, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030949-WRM-PRIV030950	02/24/2012	Jay Schall, Esq.; Frank Cassella	Frank Cassella; Jay Schall, Esq.; Frank Cassella; John Strzemp; Matt Maddox; Kim Sinatra, Esq.; WRL Executive (accounting); Scott Peterson; Teri Peers, CPA; WLV Executive (finance); Kevin Tourek, Esq.; WDD Executive (Finance); WDD Executive; Samanta Stewart; Marcus Trummer, CPA; Robert Gansmo; WRMSA Executive (finance); Clyde Nakashima; WRMSA Employee (finance); WRMSA Executive (Planning & Analysis); WRL Executive (CPA); WRL Executive (Corporate Tax); Jay Schall, Esq.; Gibson Dunn Attorney ; Gibson Dunn attorney; Ernst & Young (audit partner); Ernst & Young CPA; Ernst & Young Accountant , CPA; Ernst & Young Employee, CPA; Ernst & Young CPA; Ernst & Young employee		Email Exchange providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding SEC filing	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV030951-WRM-PRIV030952	02/24/2012	Jay Schall, Esq.; Frank Cassella	Frank Cassella; WRL Executive (accounting); Jay Schall, Esq.; WRL Executive (accounting); Frank Cassella		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030953-WRM-PRIV030953	02/24/2012	Jay Schall, Esq.; Clyde Nakashima	Clyde Nakashima; Jay Schall, Esq.	WRMSA Employee (corporate finance)	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV030961-WRM-PRIV030965	02/24/2012	Jay Schall, Esq.; Mayer Brown Attorney	Mayer Brown Attorney; Jay Schall, Esq.; Kim Sinatra, Esq.; Daniel Neff, Esq.; Mayer Brown Attorney	Jay Schall, Esq.	Email Exchange reflecting confidential legal advice with Jay Schall, Esq. and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030968-WRM-PRIV030969	02/24/2012	Jay Schall, Esq.; WML director	WML director; Jay Schall, Esq.	Wynn Macau director; WML Director; Allan Zeman; Samanta Stewart; Ian Coughlan; Kim Sinatra, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030981-WRM-PRIV030984	02/24/2012	Jay Schall, Esq.	Allan Zeman; Wynn Macau director; Jay Schall, Esq.; WML Director; WML director; WML director; Wynn Macau director; WML Director; Allan Zeman	Ian Coughlan; Kim Sinatra, Esq.; Samanta Stewart; Samanta Stewart; Ian Coughlan; Kim Sinatra, Esq.	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030987-WRM-PRIV030988	02/24/2012	Jay Schall, Esq.; Samanta Stewart	Samanta Stewart; Jay Schall, Esq.; Samanta Stewart; WML director; Wynn Macau director; WML Director; Allan Zeman	Samanta Stewart; Ian Coughlan; Kim Sinatra, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030995-WRM-PRIV030997	02/24/2012	Jay Schall, Esq.; Roxane Peper	Roxane Peper; Jay Schall, Esq.; Linda Chen; Allan Zeman	Jay Schall, Esq.; Kim Sinatra, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation removal of Wynn Macau director.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030998-WRM-PRIV030998	02/24/2012	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Jay Schall, Esq.		Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV030999-WRM-PRIV031148	02/24/2012	Frank Cassella; Jay Schall, Esq.	Jay Schall, Esq.; Frank Cassella; John Strzemp; Matt Maddox; Kim Sinatra, Esq.; WRL Executive (accounting); Scott Peterson; Teri Peers, CPA; WLV Executive (finance); Kevin Tourek, Esq.; WDD Executive (Finance); WDD Executive; Samanta Stewart; Marcus Trummer, CPA; Robert Gansmo; WRMSA Executive (finance); WRMSA Executive (Planning & Analysis); WRL Executive (CPA); WRL Executive (Corporate Tax); Gibson Dunn Attorney ; Gibson Dunn attorney; Ernst & Young (audit partner); Ernst & Young CPA; Ernst & Young Accountant , CPA; Ernst & Young Employee, CPA; Ernst & Young CPA; Ernst & Young employee		Email Exchange and attachment(s) reflecting confidential legal advice and prepared in the course of litigation reflecting confidential communications for the purpose of facilitating the rendition of professional accounting and legal services	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031149-WRM-PRIV031153	02/24/2012	Katharine Liu; Victor Goldfeld, Esq.; Sard Verbinen & Co. Executive; Jay Schall, Esq.; WLRK attorney, Esq.	Jay Schall, Esq.; Victor Goldfeld, Esq.; Katharine Liu; Weber Shandwick Executive ; Sard Verbinen & Co. Executive	Weber Shandwick Employee; WLRK attorney, Esq.; Sard Verbinen & Co. Executive; Samanta Stewart; Wynn - Sard Verbinen & Co Distribution List; Victor Goldfeld, Esq.	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031154-WRM-PRIV031155	02/24/2012	Katharine Liu; Sard Verbinen & Co. Executive	Weber Shandwick Employee; Jay Schall, Esq.; Sard Verbinen & Co. Executive; Katharine Liu		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031158-WRM-PRIV031159	02/24/2012	Sard Verbinen & Co. Executive	Weber Shandwick Employee; Jay Schall, Esq.; Katharine Liu	WLRK attorney, Esq.; Samanta Stewart; Wynn - Sard Verbinen & Co Distribution List	Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031174-WRM-PRIV031175	02/24/2012	Wynn Macau director; Jay Schall, Esq.	Allan Zeman; Jay Schall, Esq.; WML Director; WML director; Wynn Macau director		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031176-WRM-PRIV031176	02/24/2012	WML Director; Jay Schall, Esq.	Allan Zeman; Wynn Macau director; Jay Schall, Esq.; WML director; WML Director		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031214-WRM-PRIV031214	02/25/2012	Katharine Liu; Michael Weaver	Ian Coughlan; Katharine Liu		Email Exchange requesting confidential information needed to render legal advice and prepared in the course of litigation related to the writ proceeding and the UMAC donation	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV031215-WRM-PRIV031215	02/25/2012	Ian Coughlan; Katharine Liu; Michael Weaver	Jay Schall, Esq.; Ian Coughlan; Katharine Liu		Email Exchange providing confidential information needed to render legal advice with Jay Schall, Esq. and prepared in the course of litigation regarding UMAC donation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031255-WRM-PRIV031307	02/26/2012	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps Employee	Skadden Arps attorney; WRMSA Employee (finance); Clyde Nakashima; Frank Cassella; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding SEC filing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031308-WRM-PRIV031359	02/26/2012	Jay Schall, Esq.			Draft filing reflecting counsel's protected mental impressions and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031366-WRM-PRIV031367	02/27/2012	Jay Schall, Esq.; Skadden Arps attorney; Jay Schall, Esq.	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031391-WRM-PRIV031416	02/27/2012	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps Employee	WRMSA Employee (finance); Clyde Nakashima; Frank Cassella; Jay Schall, Esq.; Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031529-WRM-PRIV031554	02/28/2012	Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps Employee	Daisy Chan; Jay Schall, Esq.; Frank Cassella; Clyde Nakashima; WRMSA Employee (finance); Skadden Arps attorney	Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding SEC filing	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV031593-WRM-PRIV031677	02/28/2012	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps Employee	WRMSA Employee (finance); Clyde Nakashima; Frank Cassella; Jay Schall, Esq.; Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031681-WRM-PRIV031763	02/28/2012	Clyde Nakashima; Ernst & Young HK employee	Robert Gansmo; Clyde Nakashima; Ernst & Young HK employee; Ernst & Young Employee, CPA	WRMSA Employee (finance); WRL Executive (accounting); Ernst & Young Employee, CPA	Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client	Privilege Withhold
WRM-PRIV031795-WRM-PRIV031802	02/29/2012	Jay Schall, Esq.; BHFS attorney; Kim Sinatra, Esq.; Sard Verbinen Executive; Michael Weaver	BHFS attorney; Jay Schall, Esq.; Kim Sinatra, Esq.; Sard Verbinen Executive; Sard Verbinen & Co Distribution List	BHFS attorney; BHFS attorney; Jay Schall, Esq.; Daniel Neff, Esq.; Michael Weaver	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031803-WRM-PRIV031811	02/29/2012	Jay Schall, Esq.; Gibsun Dunn Attorney; Kevin Tourek, Esq.	Gibsun Dunn Attorney; Jay Schall, Esq.; Kevin Tourek, Esq.; Scott Peterson; Robert Gansmo; WRL Executive (accounting)	Kim Sinatra, Esq.; Jay Schall, Esq.; Gibsun Dunn Attorney	Email Exchange and attachment(s) reflecting confidential legal advice with Jay Schall, Esq. and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Accountant Client; Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV031812-WRM-PRIV031814	02/29/2012	Jay Schall, Esq.; Gibsun Dunn Attorney; Kevin Tourek, Esq.	Gibsun Dunn Attorney; Jay Schall, Esq.; Kevin Tourek, Esq.; Scott Peterson; Robert Gansmo; WRL Executive (accounting)	Kim Sinatra, Esq.; Gibsun Dunn Attorney	Email Exchange providing confidential information needed to render legal advice with Jay Schall, Esq. regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV031815-WRM-PRIV031901	02/29/2012	Skadden Arps attorney; Frank Cassella; Ernst & Young Employee, CPA; Clyde Nakashima; WRMSA Employee (finance)	Clyde Nakashima; Frank Cassella; Jay Schall, Esq.; Skadden Arps attorney; WRMSA Employee (finance); Ernst & Young (audit partner); Ernst & Young CPA; Ernst & Young Accountant, CPA; Ernst & Young Employee, CPA	Ernst & Young Employee, CPA; WRL Executive (accounting); Teri Peers, CPA; WRMSA Employee (finance); Skadden Arps attorney; Jay Schall, Esq.; Clyde Nakashima	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate records	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031902-WRM-PRIV031905	02/29/2012	Skadden Arps attorney; Frank Cassella; Ernst & Young Employee, CPA; Clyde Nakashima; WRMSA Employee (finance)	Clyde Nakashima; Frank Cassella; Jay Schall, Esq.; Skadden Arps attorney; WRMSA Employee (finance); Ernst & Young (audit partner); Ernst & Young CPA; Ernst & Young Accountant, CPA; Ernst & Young Employee, CPA	WRL Executive (accounting); Teri Peers, CPA; WRMSA Employee (finance); Skadden Arps attorney; Jay Schall, Esq.; Clyde Nakashima	Email Exchange providing confidential legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate records	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV031906-WRM-PRIV031917	02/29/2012	WRMSA Employee (finance); Jay Schall, Esq.; Skadden Arps attorney; Clyde Nakashima	Skadden Arps attorney; Clyde Nakashima; Frank Cassella; Jay Schall, Esq.; WRMSA Employee (finance)	Skadden Arps attorney; Jay Schall, Esq.; Frank Cassella	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate records	Attorney Client	Privilege Withhold
WRM-PRIV031918-WRM-PRIV031966	02/29/2012	Skadden Arps attorney; Clyde Nakashima	WRMSA Employee (finance); Clyde Nakashima; Frank Cassella; Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; WRMSA Employee (finance); Frank Cassella	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV031967-WRM-PRIV032016	02/29/2012	Skadden Arps attorney; Frank Cassella; Wynn Las Vegas Corporate Accounting Distribution List	WRMSA Employee (finance); Clyde Nakashima; Frank Cassella; Jay Schall, Esq.; WRL Executive (accounting); Skadden Arps attorney	Skadden Arps attorney; WRL Executive (accounting)	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate records	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032017-WRM-PRIV032102	02/29/2012	Skadden Arps attorney; WRMSA Employee (finance)	WRMSA Employee (finance); Clyde Nakashima; Frank Cassella; Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Clyde Nakashima	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032103-WRM-PRIV032166	02/29/2012	Jay Schall, Esq.			Draft report reflecting counsel's protected mental impressions and prepared in the course of litigation regarding UMAC donation, Freeh report, and other litigation-related matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032167-WRM-PRIV032170	02/29/2012	BHFS attorney; Kim Sinatra, Esq.; Sard Verbinnen Executive; Michael Weaver	Sard Verbinnen Executive; Kim Sinatra, Esq.; SardVerbinnen & Co Distribution List	BHFS attorney; Daniel Neff, Esq.; Jay Schall, Esq.; Michael Weaver; BHFS attorney	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032171-WRM-PRIV032173	02/29/2012	Jay Schall, Esq.; Kim Sinatra, Esq.; Sard Verbinnen Executive; Michael Weaver	Sard Verbinnen Executive; Kim Sinatra, Esq.; SardVerbinnen & Co Distribution List		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032174-WRM-PRIV032212	02/29/2012	Skadden Arps attorney; Clyde Nakashima	WRMSA Employee (finance); Clyde Nakashima; Jay Schall, Esq.; Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; WRMSA Employee (finance)	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV032213-WRM-PRIV032213	02/29/2012		Kim Sinatra, Esq.	Katharine Liu; Michael Weaver; Robert Gansmo	Email providing confidential information needed to render legal advice regarding director misconduct related to Wynn Macau	Attorney Client	Privilege Withhold
WRM-PRIV032214-WRM-PRIV032215	02/29/2012	Linda Chen; Ian Coughlan	Ian Coughlan; Kim Sinatra, Esq.	Michael Weaver; Katharine Liu; Marc Schorr	Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032216-WRM-PRIV032216	02/29/2012	Ian Coughlan	Kim Sinatra, Esq.	Katharine Liu; Marc Schorr; Michael Weaver; Robert Gansmo	Email providing confidential information needed to render legal advice regarding misconduct in the Philippines	Attorney Client	Privilege Withhold
WRM-PRIV032217-WRM-PRIV032245	03/01/2012	Cindy Ku; Ernst & Young CPA	Robert Gansmo; Robert Gansmo	Clyde Nakashima; Cindy Ku; Ernst & Young (audit partner); WRL Executive (accounting); Ernst & Young HK employee; Ernst & Young Accountant , CPA; Ernst & Young Employee, CPA	Email Exchange and attachment(s) reflecting confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV032265-WRM-PRIV032267	03/01/2012	Jay Schall, Esq.; WRMSA Employee (legal department)	WRMSA Employee (legal department); Samanta Stewart; Jay Schall, Esq.	Alexandre Correia DaSilva, Esq.; Jose Carlos Silva, Esq.	Email Exchange and attachment(s) requesting confidential legal advice regarding director misconduct and corporate governance	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV032401-WRM-PRIV032407	03/03/2012	Jay Schall, Esq.; Ian Coughlan; Jay Schall, Esq.; Roxane Peper; Kevin Tourek, Esq.; Townsend and Townsend Attorney	Ian Coughlan; Jay Schall, Esq.; Roxane Peper; Kevin Tourek, Esq.; Townsend and Townsend Attorney, Esq.	Owen, Wickersham & Erickson, P.C. attorney; Owen, Wickersham & Erickson, P.C. employee ; Owen, Wickersham & Erickson, P.C. paralegal	Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding rebranding of Okada restaurant	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032435-WRM-PRIV032491	03/03/2012	WRMSA Employee (finance); Clyde Nakashima; Skadden Arps attorney	Skadden Arps attorney; Clyde Nakashima	Clyde Nakashima; Jay Schall, Esq.; WRMSA Employee (finance)	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV032492-WRM-PRIV032520	03/03/2012	Robert Gansmo; Cindy Ku; Ernst & Young CPA	Ernst & Young CPA; Robert Gansmo	Clyde Nakashima; Jay Schall, Esq.; Ernst & Young (audit partner); Ernst & Young Accountant , CPA; Ernst & Young HK employee; WRL Executive (accounting); Clyde Nakashima; Cindy Ku; Ernst & Young (audit partner); WRL Executive (accounting); Ernst & Young HK employee; Ernst & Young Accountant , CPA; Ernst & Young Employee, CPA	Email Exchange and attachment(s) providing confidential information needed to render legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV032547-WRM-PRIV032553	03/05/2012	Jay Schall, Esq.; Tricor Services Ltd. Officer (corporate services); Maples and Caulder Attorney	Skadden Arps attorney; Tricor Services Ltd. Officer (corporate services); Jay Schall, Esq.; WRMSA Employee (accounts payable)	Skadden Arps attorney; WRMSA Employee (accounts payable) ; Skadden Arps attorney; Maples and Calder Distribution List	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV032796-WRM-PRIV032797	03/05/2012	Robert Gansmo; Kevin Tourek, Esq.	Clyde Nakashima; David Ullrich; WRMSA Executive (Planning & Analysis); WRMSA Executive (finance); Scott Peterson; Robert Gansmo; WRL Executive (accounting); Jay Schall, Esq.	Gibsun Dunn Attorney; Kim Sinatra, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032798-WRM-PRIV032799	03/05/2012	David Ullrich; Robert Gansmo, Kevin Tourek, Esq.	Robert Gansmo; WRMSA Executive (finance); Clyde Nakashima; David Ullrich; WRMSA Executive (Planning & Analysis); Scott Peterson; WRL Executive (accounting); Jay Schall, Esq.	Gibsun Dunn Attorney; Kim Sinatra, Esq.	Email Exchange requesting confidential information needed to render legal advice with Kevin Tourek, Esq. and prepared in the course of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV032988-WRM-PRIV035097	03/05/2012	WRMSA Executive (finance); Robert Gansmo; Kevin Tourek, Esq.	WRMSA Executive (Planning & Analysis); WRMSA Executive (finance); David Ullrich; WRMSA Executive (Planning & Analysis); Scott Peterson; Robert Gansmo; Clyde Nakashima; WRL Executive (accounting); Jay Schall, Esq.	Clyde Nakashima; Robert Gansmo; Gibson Dunn Attorney ; Kim Sinatra, Esq.	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services and protected by Macau Special Administrative Region Law n.º 16/2001 Section I, Article 16 regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035130-WRM-PRIV035306	03/06/2012	Skadden Arps attorney; Clyde Nakashima; Skadden Arps attorney	Clyde Nakashima; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; WRMSA Employee (finance); Jay Schall, Esq.; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV035329-WRM-PRIV035330	03/07/2012	Jay Schall, Esq.; Katharine Liu	Ian Coughlan; Katharine Liu; Jay Schall, Esq.		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding DICJ inquiry	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035331-WRM-PRIV035331	03/07/2012	Jay Schall, Esq.; Katharine Liu	Katharine Liu; Jay Schall, Esq.; Katharine Liu; Reddy Leong		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding DICJ inquiry	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035332-WRM-PRIV035337	03/07/2012	Jay Schall, Esq.; Samanta Stewart	Skadden Arps attorney; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding redemption of shares	Attorney Client	Privilege Withhold
WRM-PRIV035338-WRM-PRIV035342	03/07/2012	Jay Schall, Esq.; Samanta Stewart; WRL Executive (accounting); Kim Sinatra, Esq.	Skadden Arps attorney; Jay Schall, Esq.; Kim Sinatra, Esq.; WRL Executive (accounting)	Victor Goldfeld, Esq.; Samanta Stewart	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding removal.	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035343-WRM-PRIV035348	03/07/2012	WRMSA Executive (finance); Robert Gansmo; Shannon Nadeau; Gibsun Dunn Attorney; Kevin Tourek, Esq.	Robert Gansmo; Shannon Nadeau; Gibsun Dunn Attorney; Kevin Tourek, Esq.; Jay Schall, Esq.	Jay Schall, Esq.; WRMSA Executive (finance); Clyde Nakashima; WRMSA Executive (Planning & Analysis) ; David Ullrich; Gibsun Dunn Attorney; Gibson Dunn attorney	Email Exchange requesting confidential information needed to render legal advice and prepared in the course of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035349-WRM-PRIV035372	03/07/2012	WRMSA Executive (Planning & Analysis); Robert Gansmo; Kevin Tourek, Esq.	Robert Gansmo; WRMSA Executive (finance); Clyde Nakashima; David Ullrich; WRMSA Executive (Planning & Analysis); Scott Peterson; WRL Executive (accounting); Jay Schall, Esq.	Gibsun Dunn Attorney; Kim Sinatra, Esq.	Email Exchange and attachment(s) reflecting confidential legal advice with Kevin Tourek, Esq. and Kim Sinatra, Esq. and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding SEC filing	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035375-WRM-PRIV035376	03/08/2012	Jay Schall, Esq.; Kevin Tourek, Esq.; Samanta Stewart	Kevin Tourek, Esq.; Jay Schall, Esq.		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding UMAC donation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV035405-WRM-PRIV035408	03/08/2012	Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.; Skadden Arps attorney; Kevin Tourek, Esq.; Kim Sinatra, Esq.	Skadden Arps attorney; Skadden Arps attorney; Ian Coughlan; Jose Carlos Silva, Esq.; Jay Schall, Esq.; Alexandre Correia Da Silva, Esq.	Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding DICJ inquiry	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV035409-WRM-PRIV035410	03/08/2012	Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney; Kevin Tourek, Esq.; Kim Sinatra, Esq.	Ian Coughlan; Jose Carlos Silva, Esq.; Jay Schall, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding DICJ inquiry	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV035811-WRM-PRIV035811	03/09/2012	Jay Schall, Esq.; Kevin Tourek, Esq.	Ian Coughlan; Kevin Tourek, Esq.; Jay Schall, Esq.		Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regardign communications with Robert Shapiro, Esq. regarding director's misconduct relating to Wynn Macau and Freeh investigation.	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV035939-WRM-PRIV035941	03/09/2012	Katharine Liu; WDD Executive; Kevin Tourek, Esq.; Jay Schall, Esq.	Ian Coughlan; Kevin Tourek, Esq.; WDD Executive; Jay Schall, Esq.	Katharine Liu	Email Exchange providing confidential information needed to render legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV036192-WRM-PRIV036315	03/09/2012	WRMSA Executive (Planning & Analysis); Robert Gansmo; Kevin Tourek, Esq.	Robert Gansmo; WRMSA Executive (finance); Clyde Nakashima; David Ullrich; WRMSA Executive (Planning & Analysis); Scott Peterson; WRL Executive (accounting); Jay Schall, Esq.	Gibson Dunn Attorney; Kim Sinatra, Esq.	Email Exchange and attachment(s) reflecting confidential legal advice with Kevin Tourek, Esq. and prepared in the course of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV036316-WRM-PRIV036437	03/09/2012	WRMSA Executive (Planning & Analysis)	Robert Gansmo		Email and attachment(s) compiling information requested by Gibson Dunn Attorney in anticipation of litigation regarding pending director's litigation.	Work Product	Privilege Withhold
WRM-PRIV036438-WRM-PRIV036438	03/09/2012	Robert Gansmo; WRMSA Executive (finance)	WRMSA Executive (finance); Robert Gansmo		Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate governance and charitable donations.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV036511-WRM-PRIV036578	03/09/2012	Jay Schall, Esq.	Robert Gansmo		Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding UMAC donation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV036579-WRM-PRIV036599	03/09/2012	WRMSA Executive (finance); Robert Gansmo	Robert Gansmo; WRMSA Executive (finance)		Email Exchange and attachment(s) reflecting confidential legal advice with Wynn Legal Department and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations.	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV036849-WRM-PRIV036850	03/12/2012	Jay Schall, Esq.; WRMSA Employee (finance)	WRMSA Employee (finance); Jay Schall, Esq.; Clyde Nakashima	Clyde Nakashima	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV036984-WRM-PRIV036985	03/13/2012	Jay Schall, Esq.; Sard Verbinen Employee	Allan Zeman; Wynn Macau director; WML Director; WML director; Matt Maddox; Kim Sinatra, Esq.; Michael Weaver; Samanta Stewart; Katharine Liu; WLV Executive (Public Relations); WLV employee (public relations); Marc Schorr; Jay Schall, Esq., Shannon Nadeau; Ian Coughlan; Robert Shapiro, Esq.; Jeffrey Soza, Esq.; Glaser Weil LLP attorney; Daniel Neff, Esq.; WLRK attorney, Esq.; Victor Goldfeld, Esq.; Colby Williams, Esq.; Donald Campbell, Esq.; BHFS attorney; BHFS attorney; BHFS attorney; James Pisanelli, Esq.; Debra Spinelli, Esq.; Todd Bice, Esq.; Weber Shandwick Employee		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV037377-WRM-PRIV037479	03/13/2012	Skadden Arps attorney; WRMSA Employee (finance)	WRMSA Employee (finance); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance.	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV037480-WRM-PRIV037483	03/13/2012	WRL Employee (executive office); Ian Coughlan	Ian Coughlan; Cindy Mitchum; Marc Schorr	Kim Sinatra, Esq.	Email Exchange and attachment(s) reflecting confidential legal advice with Kim Sinatra, Esq. regarding UE employee visit to Wynn Macau for orientation program.	Attorney Client	Privilege Redaction
WRM-PRIV037484-WRM-PRIV037519	03/13/2012	Robert Gansmo; Ernst & Young HK employee; Ernst & Young CPA; Clyde Nakashima; Jay Schall, Esq.	Clyde Nakashima; Jay Schall, Esq.; Ernst & Young CPA; Robert Gansmo; Clyde Nakashima; WRMSA Employee (finance); Oscar Lam; WRMSA Employee (corporate finance); Cindy Ku	Ernst & Young CPA; Robert Gansmo; Ernst & Young Accountant; Ernst & Young (audit partner); Ernst & Young HK employee; Ernst & Young Accountant; John Strzemp; Kim Sinatra, Esq.; Matt Maddox; WRL Executive (accounting); Roxane Peper	Email Exchange and attachment(s) providing confidential information needed to render legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV038111-WRM-PRIV038212	03/16/2012	Clyde Nakashima; Skadden Arps attorney; WRMSA Employee (finance)	Robert Gansmo; WRMSA Employee (finance); Skadden Arps attorney	Jay Schall, Esq.; Clyde Nakashima; Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding removal.	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV038225-WRM-PRIV038238	03/17/2012	Skadden Arps attorney; Jay Schall, Esq.	Jay Schall, Esq.; Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV038286-WRM-PRIV038397	03/17/2012	Skadden Arps attorney; WRMSA Employee (finance)	WRMSA Employee (finance); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV038398-WRM-PRIV039105	03/17/2012	Skadden Arps attorney; WRMSA Employee (finance)	WRMSA Employee (finance); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV039106-WRM-PRIV039192	03/17/2012	Skadden Arps attorney; WRMSA Employee (finance)	WRMSA Employee (finance); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV039193-WRM-PRIV039304	03/18/2012	Clyde Nakashima; Skadden Arps attorney; WRMSA Employee (finance)	Robert Gansmo; WRMSA Employee (finance); Skadden Arps attorney	Jay Schall, Esq.; Clyde Nakashima; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV039305-WRM-PRIV040012	03/18/2012	Clyde Nakashima; Skadden Arps attorney; WRMSA Employee (finance)	Robert Gansmo; WRMSA Employee (finance); Skadden Arps attorney	Jay Schall, Esq.; Clyde Nakashima; Skadden Arps attorney	Email Exchange and attachment(s) reflecting confidential legal advice with Skadden, Arps, Slate, Meagher & Flom and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV040052-WRM-PRIV040499	03/19/2012	Skadden Arps attorney; WRMSA Employee (finance)	WRMSA Employee (finance); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV040513-WRM-PRIV040616	03/20/2012	Skadden Arps attorney; WRMSA Employee (finance)	WRMSA Employee (finance); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV041873-WRM-PRIV041873	03/22/2012	Jay Schall, Esq.; Tricor Global Executive (corporate services); Clyde Nakashima	Tricor Global Executive (corporate services); Clyde Nakashima; Tricor Global Executive (corporate services)	Tricor Global Employee (corporate services); Jay Schall, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV041926-WRM-PRIV042121	03/23/2012	Skadden Arps attorney; WRMSA Employee (finance)	WRMSA Employee (finance); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV042569-WRM-PRIV042570	03/26/2012	Jay Schall, Esq.			Draft letter reflecting counsel's protected mental impressions and prepared in the course of litigation and protected by Macau Special Administrative Region Law n.º 16/2001 Section I, Article 16 regarding compliance with MDPA notification requirements.	Work Product	Privilege Withhold
WRM-PRIV042613-WRM-PRIV042629	03/27/2012	Robert Gansmo	Robert Gansmo		Email and attachment(s) reflecting confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV042906-WRM-PRIV042907	03/31/2012	Jay Schall, Esq.; WLV employee (security)	WLV employee (security); Jay Schall, Esq.		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding Archfield investigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV042955-WRM-PRIV042955	04/09/2012	Ian Coughlan; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Jay Schall, Esq.; Ian Coughlan; Linda Chen	Kevin Tourek, Esq.; BHFS attorney	Email Exchange requesting confidential legal advice and prepared in anticipation of litigation regarding GCB investigation into director misconduct	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV042958-WRM-PRIV042959	04/12/2012	Jay Schall, Esq.; Jose Carlos Silva, Esq.	Jose Carlos Silva, Esq.; Jay Schall, Esq.	Alexandre Correia DaSilva, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding DICJ inquiry	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV042960-WRM-PRIV042961	04/12/2012	Jay Schall, Esq.	Jose Carlos Silva, Esq.; Kevin Tourek, Esq.; Shannon Nadeau	Kim Sinatra, Esq.; Roxane Peper	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding DICJ inquiry	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV042962-WRM-PRIV043305	04/12/2012	Clyde Nakashima; Skadden Arps attorney; WRMSA Employee (finance)	Robert Gansmo; WRMSA Employee (finance); Skadden Arps attorney	WRMSA Employee (finance); WRL Executive (accounting); Jay Schall, Esq.; Clyde Nakashima; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold

WRM-PRIV043306-WRM-PRIV043309	04/13/2012	Jay Schall, Esq.; Jose Carlos Silva, Esq.; Kevin Tourek, Esq.; Debra Spinelli, Esq.	Jose Carlos Silva, Esq.; Jay Schall, Esq.; Kevin Tourek, Esq.; Debra Spinelli, Esq.	Alexandre Correia DaSilva, Esq.; Ian Coughlan; James Pisanelli, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding DICJ inquiry	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043310-WRM-PRIV043323	04/15/2012	Jay Schall, Esq.	Bradley Wilson, Esq.; Daniel Neff, Esq.; WLRK Attorney; Kim Sinatra, Esq.; Paul Rowe, Esq.; Jose Carlos Silva, Esq.	Alexandre Correia DaSilva, Esq.; WRMSA Employee (legal department)	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding DICJ inquiry	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV043324-WRM-PRIV043337	04/15/2012	Jay Schall, Esq.	Ian Coughlan; Jose Carlos Silva, Esq.	Alexandre Correia DaSilva, Esq.; WRMSA Employee (legal department)	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding DICJ inquiry	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV043338-WRM-PRIV043338	04/16/2012	Jay Schall, Esq.; Shannon Nadeau	Shannon Nadeau; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding GCB investigation into director misconduct	Attorney Client	Privilege Withhold
WRM-PRIV043339-WRM-PRIV043340	04/18/2012	Jay Schall, Esq.; WRMSA Employee (legal department); Jose Carlos Silva, Esq.	WRMSA Employee (legal department); Jay Schall, Esq.	Jose Silva, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding DICJ inquiry	Attorney Client	Privilege Withhold
WRM-PRIV043341-WRM-PRIV043344	04/18/2012	Jay Schall, Esq.; WRMSA Employee (legal department); Jose Carlos Silva, Esq.	Daisy Chan; Jay Schall, Esq.; WRMSA Employee (legal department)	Jose Carlos Silva, Esq.	Email Exchange and attachment(s) requesting confidential information needed to render legal advice regarding DICJ inquiry	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV043345-WRM-PRIV043458	04/19/2012	Jay Schall, Esq.; James Stern	Jay Schall, Esq.; Jay Schall, Esq.; Freeh Group International Solutions, LLC Executive; Freeh, Sporkin & Sullivan, LLP attorney	WLV Employee (corporate investigations); WLV employee (security)	Email Exchange and attachment(s) providing confidential information needed to render legal advice with Jay Schall, Esq. regarding Freeh investigation	Attorney Client	Privilege Withhold
WRM-PRIV043459-WRM-PRIV043459	04/19/2012	Jay Schall, Esq.; Shannon Nadeau	Shannon Nadeau; Jay Schall, Esq.; Ian Coughlan	Angela Lai; Shannon Nadeau	Email Exchange providing confidential legal advice regarding GCB investigation into director misconduct	Attorney Client	Privilege Withhold
WRM-PRIV043460-WRM-PRIV043463	04/19/2012	Jay Schall, Esq.; WRMSA Employee (legal department); Jose Carlos Silva, Esq.	Daisy Chan; Jay Schall, Esq.; WRMSA Employee (legal department)	Jose Carlos Silva, Esq.	Email Exchange and attachment(s) providing confidential legal advice regarding DICJ inquiry	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV043464-WRM-PRIV043465	04/19/2012	Jay Schall, Esq.; WRMSA Employee (legal department); Jose Carlos Silva, Esq.	WRMSA Employee (legal department); Jay Schall, Esq.	Jose Carlos Silva, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding DICJ inquiry	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043466-WRM-PRIV043466	04/20/2012	Angela Lai; Ian Coughlan; Jay Schall, Esq.	Sharon Lam; Jay Schall, Esq.; Ian Coughlan	Angela Lai; Shannon Nadeau	Email Exchange reflecting confidential legal advice with Jay Schall, Esq. regarding GCB investigation into director misconduct	Attorney Client	Privilege Withhold
WRM-PRIV043467-WRM-PRIV043469	04/20/2012	Daisy Chan; Jay Schall, Esq.; WRMSA Employee (legal department); Jose Silva, Esq.	Jay Schall, Esq.; Daisy Chan; WRMSA Employee (legal department)	Jose Carlos Silva, Esq.	Email Exchange providing confidential legal advice regarding DICJ inquiry and redemption of shares.	Attorney Client	Privilege Withhold
WRM-PRIV043470-WRM-PRIV043471	04/20/2012	Jay Schall, Esq.; Angela Lai; Ian Coughlan	Angela Lai; Jay Schall, Esq.; Ian Coughlan	Angela Lai; Shannon Nadeau	Email Exchange providing confidential legal advice regarding GCB investigation into director misconduct	Attorney Client	Privilege Withhold
WRM-PRIV043472-WRM-PRIV043519	04/22/2012	Robert Gansmo; Frank Cassella	WDD Executive (Project Development); John Stzremp; Matt Maddox; Kim Sinatra, Esq.; WRL Executive (accounting); Teri Peers, CPA; Scott Peterson; WLV Executive (finance); Kevin Tourek, Esq.; WDD Executive; WDD Executive (Finance); Samanta Stewart; Marcus Trummer, CPA; WRL Executive (Corporate Tax); WRL Employee (corporate tax); Robert Gansmo; Jay Schall, Esq.; WRMSA Executive (finance); Clyde Nakashima; WRMSA Employee (finance)		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate records	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043569-WRM-PRIV043575	04/24/2012	Jay Schall, Esq.; Tricor Global Executive (corporate services); Clyde Nakashima	Tricor Global Executive (corporate services); Jay Schall, Esq.; Clyde Nakashima; WRMSA Employee (finance)	Tricor Global Employee (corporate services); WRMSA Employee (finance); Jay Schall, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043576-WRM-PRIV043581	04/24/2012	Jay Schall, Esq.; Tricor Global Executive (corporate services); Clyde Nakashima	Tricor Global Executive (corporate services); Clyde Nakashima; Jay Schall, Esq.; WRMSA Employee (finance)	WRMSA Employee (finance); Tricor Global Employee (corporate services); Jay Schall, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043588-WRM-PRIV043588	04/25/2012	Angela Lai; Jay Schall, Esq.	Sharon Lam; Shannon Nadeau	Angela Lai	Email Exchange reflecting confidential legal advice with Jay Schall, Esq. regarding the Philippine gaming industry	Attorney Client	Privilege Withhold
WRM-PRIV043593-WRM-PRIV043593	04/25/2012	Ian Coughlan; Jay Schall, Esq.	Jay Schall, Esq.; Ian Coughlan; Linda Chen	Shannon Nadeau	Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding GCB investigation into director misconduct	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV043624-WRM-PRIV043651	04/27/2012	Robert Gansmo; WRMSA Employee (corporate finance); Shannon Nadeau	WRMSA Employee (corporate finance); Robert Gansmo; John Strzemp; WLV Executive (operations); WLV Executive (operations); WDD Executive; Scott Peterson; Kim Sinatra, Esq.; Jay Schall, Esq.; Alexandre Correia DaSilva, Esq.; James Stern; WRL Executive (accounting); WLV Executive (finance); WLV employee (finance); WRL Executive (Strategy & Development); WLV employee (international admin); Peter Barnes; WRMSA Executive (finance); WRMSA Employee (purchasing); Marcus Trummer, CPA; WRMSA Employee (cage); WLV Employee (corporate investigations); WRMSA Executive (casino marketing) ; WLV Executive (Human Resources)	WRMSA Executive (finance); WRMSA Executive (finance); Robert Miller; Cindy Mitchum; Marc Schorr; Matt Maddox; Ian Coughlan; Kevin Tourek, Esq.	Email Exchange and attachment(s) reflecting counsel's protected mental impressions with Jay Schall, Esq., Kim Sinatra, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding FCPA issues	Accountant Client; Attorney Client	Privilege NR
WRM-PRIV043652-WRM-PRIV043653	04/30/2012	Jay Schall, Esq.; James Stern	James Stern; Jay Schall, Esq.	James Stern	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding misconduct in the Philippines	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043654-WRM-PRIV043654	05/02/2012	Jay Schall, Esq.; James Stern	James Stern; Jay Schall, Esq.; Ian Coughlan		Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding GCB investigation into director misconduct	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043657-WRM-PRIV043658	05/04/2012	Jay Schall, Esq.; Charlotte Hong; Jay Schall, Esq.	Charlotte Hong; Shannon Nadeau; Linda Chen; Robert Gansmo; Ian Coughlan; Angela Lai; Sharon Lam; Cindy Ku	Jay Schall, Esq.; Shannon Nadeau	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding GCB investigation into director misconduct	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043661-WRM-PRIV043662	05/04/2012	Jay Schall, Esq.; Ian Coughlan	Ian Coughlan; Jay Schall, Esq.; Linda Chen; Robert Gansmo; Angela Lai; Sharon Lam; Cindy Ku; Charlotte Hong	Shannon Nadeau	Email Exchange reflecting confidential legal advice with Jay Schall, Esq. and prepared in the course of litigation regarding GCB investigation into director misconduct	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043678-WRM-PRIV043692	05/04/2012	Kim Sinatra, Esq.; Samanta Stewart	Jay Schall, Esq.; Matt Maddox; Teri Peers, CPA; WRL Executive (accounting); Kim Sinatra, Esq.; Clyde Nakashima; Katharine Liu; Jay Schall, Esq.; WLV Executive (finance); John Strzemp	Samanta Stewart	Email Exchange and attachment(s) providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding media strategy regarding litigation	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV043693-WRM-PRIV043694	05/04/2012	Ian Coughlan; Jay Schall, Esq.	Jay Schall, Esq.; Linda Chen; Robert Gansmo; Ian Coughlan; Angela Lai; Sharon Lam; Cindy Ku; Charlotte Hong	Shannon Nadeau	Email Exchange reflecting confidential legal advice with Jay Schall, Esq. and prepared in the course of litigation regarding GCB investigation into director misconduct	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043695-WRM-PRIV043710	05/05/2012	Jay Schall, Esq.	Wynn Macau director; Assistant to WML Director; Assistant to WML Director; WML director; Assistant to WML Director	Allan Zeman; Jay Schall, Esq.; Kim Sinatra, Esq.; Matt Maddox; Robert Gansmo; Roxane Peper; Samanta Stewart; LFK Group employee	Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043780-WRM-PRIV043780	05/09/2012	Robert Gansmo	Jay Schall, Esq.; WRMSA Executive (finance)	Cindy Ku	Email providing confidential information for the purpose of seeking legal advice	Attorney Client	Privilege Withhold
WRM-PRIV043781-WRM-PRIV043794	05/09/2012	Cindy Ku; Ernst & Young CPA; Robert Gansmo; Ernst & Young HK employee	Robert Gansmo; Ernst & Young CPA	Cindy Ku; Ernst & Young (audit partner); Ernst & Young HK employee; WRL Executive (accounting); Ernst & Young CPA; Ernst & Young Employee	Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding concession contract	Accountant Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV043864-WRM-PRIV043922	05/09/2012	Clyde Nakashima; Skadden Arps attorney; WRMSA Employee (finance); Jay Schall, Esq.; Frank Cassella	Robert Gansmo; WRMSA Employee (finance); Jay Schall, Esq.; Frank Cassella; Clyde Nakashima; WRL Executive (accounting); Skadden Arps attorney; Skadden Arps attorney	Skadden Arps attorney; WRL Executive (accounting)	Email Exchange and attachment(s) providing confidential information needed to render legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding removal	Accountant Client; Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV043923-WRM-PRIV043936	05/10/2012	Cindy Ku; Cindy Ku; Ernst & Young CPA; Robert Gansmo; Ernst & Young HK employee	Ernst & Young HK employee; Robert Gansmo; Ernst & Young CPA	Cindy Ku; Ernst & Young (audit partner); WRL Executive (accounting); Ernst & Young HK employee; Ernst & Young CPA; Ernst & Young Employee	Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding land concession	Accountant Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV043979-WRM-PRIV043983	05/10/2012	WRMSA Executive (finance); Robert Gansmo	Robert Gansmo; WRMSA Executive (finance)		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV043989-WRM-PRIV043992	05/11/2012	Charlotte Hong; Shannon Nadeau; Jay Schall, Esq.	Shannon Nadeau; Charlotte Hong; Linda Chen; Robert Gansmo; Ian Coughlan; Angela Lai; Sharon Lam; Cindy Ku; Charlotte Hong	Jay Schall, Esq.; Angela Lai; Shannon Nadeau	Email Exchange reflecting confidential legal advice and prepared in the course of litigation regarding GCB investigation into director misconduct	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV043993-WRM-PRIV043995	05/11/2012	Charlotte Hong; Jay Schall, Esq.; Shannon Nadeau	Jay Schall, Esq.; Shannon Nadeau; Charlotte Hong; Linda Chen; Robert Gansmo; Ian Coughlan; Sharon Lam; Cindy Ku; Charlotte Hong; Angela Lai	Jay Schall, Esq.; Angela Lai; Shannon Nadeau	Email Exchange reflecting confidential legal advice and prepared in the course of litigation regarding GCB investigation into director misconduct	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044033-WRM-PRIV044036	05/12/2012	WRMSA Employee (VIP services); Cindy Ku; Jay Schall, Esq.; Shannon Nadeau	Cindy Ku; WRMSA Employee (VIP services); Jay Schall, Esq.; Shannon Nadeau; Linda Chen; Robert Gansmo; Ian Coughlan; Angela Lai; Sharon Lam; Charlotte Hong	WRMSA Employee (VIP Services); Beatrice Yeung; WRMSA Employee (Encore manager); WRMSA Employee (VIP services); Jay Schall, Esq.; Shannon Nadeau	Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding GCB investigation into director misconduct	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044037-WRM-PRIV044041	05/15/2012	Jay Schall, Esq.; Angela Lai; Shannon Nadeau	Angela Lai; Jay Schall, Esq.; Shannon Nadeau; Linda Chen; Robert Gansmo; Ian Coughlan; Sharon Lam; Cindy Ku; Charlotte Hong	Shannon Nadeau; Sharon Lam; Jay Schall, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding GCB investigation into director misconduct	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044046-WRM-PRIV044060	05/25/2012	Jay Schall, Esq.	WRMSA Employee (corporate finance)		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044067-WRM-PRIV044074	05/26/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice with Jay Schall, Esq., Kim Sinatra, Esq. and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044084-WRM-PRIV044091	05/26/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice with Jay Schall, Esq. and prepared in the course of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044100-WRM-PRIV044108	05/28/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice with Jay Schall, Esq., Kim Sinatra, Esq. and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044118-WRM-PRIV044122	05/29/2012	Jay Schall, Esq.			Draft meeting minutes reflecting confidential legal advice with Jay Schall, Esq. and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044134-WRM-PRIV044147	05/30/2012	Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney; Cindy Mitchum; Ian Coughlan; Linda Chen; Marc Schorr; WML director; Allan Zeman; Wynn Macau director; WML Director	Angela Lai; Laurie Nady; Assistant to WML Director; Kim Sinatra, Esq.; Roxane Peper; WRMSA Employee (corporate finance); Matt Maddox; John Strzemp; Assistant to WML Director; Robert Gansmo; Assistant to WML Director; WRL Executive (accounting); Assistant to WML Director; LFK Group employee	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044148-WRM-PRIV044212	05/30/2012	Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney; WML director; Allan Zeman; Wynn Macau director	Assistant to WML Director; LFK Group employee; Assistant to WML Director; Assistant to WML Director; Ernst & Young (audit partner); Ernst & Young CPA; Robert Gansmo; John Strzemp; Matt Maddox; Kim, Sinatra, Esq.; Roxane Peper; WRMSA Employee (corporate finance); WRL Executive (accounting); Clyde Nakashima; Oscar Lam; Marcus Trummer, CPA; Angela Lai	Email Exchange and attachment(s) providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV044213-WRM-PRIV044214	05/31/2012	WRMSA Employee (room reservations); Angela Lai	Angela Lai; WRMSA Employee (room reservations)	WRMSA Employee (Guest Svcs); WRMSA Employee (room reservations); WRMSA Employee (food & beverage)	Email Exchange gathering information at the request direction of counsel regarding GCB investigation into director misconduct.	Work Product	Privilege Withhold

WRM-PRIV044215-WRM-PRIV044235	05/31/2012	WRMSA Employee (room reservations); Angela Lai	Angela Lai; WRMSA Employee (room reservations)		Email Exchange and attachment(s) gathering information at the request direction of counsel regarding GCB investigation into director misconduct.	Work Product	Privilege Withhold
WRM-PRIV044242-WRM-PRIV044244	06/13/2012	Jay Schall, Esq.; James Stern	James Stern; Kim Sinatra, Esq.; Jay Schall, Esq.	Marc Schorr	Email Exchange reflecting confidential legal advice regarding ICAC investigation into director misconduct	Attorney Client	Privilege Withhold
WRM-PRIV044245-WRM-PRIV044312	06/14/2012	Jay Schall, Esq.; Roxanne Peper	Skadden Arps attorney; Skadden Arps attorney; Skadden Arps Attorney; Skadden Arps Attorney; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client	Privilege Withhold
WRM-PRIV044313-WRM-PRIV044388	06/28/2012	Clyde Nakashima; WRL employee (accounting admin)	Jay Schall, Esq.; WRMSA Employee (finance)	WRMSA Employee (finance); Clyde Nakashima	Email Exchange and attachment(s) providing confidential legal advice with Jay Schall, Esq. and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate records	Accountant Client; Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV044389-WRM-PRIV044405	07/02/2012	Ian Coughlan; Shannon Nadeau	Angela Lai; Marc Schorr; John Strzemp; Matt Maddox; Kim Sinatra, Esq.; Ian Coughlan; Linda Chen; Robert Gansmo; Jay Schall, Esq.; WLV Executive (operations); WDD Executive; WLV Executive (operations); Scott Peterson; WRL Executive (Strategy & Development); James Stern; WRMSA Employee (security & corporate investigation); Michael Weaver; WRMSA Executive (Premium Marketing); WRMSA Executive (casino marketing) ; WLV Executive (finance); WLV Executive (slot marketing); WLV Executive (retail); Marcus Trummer, CPA; WRMSA Executive (casino operations); WRMSA Employee (table games); Teri Peers, CPA; WLV employee (finance); WRMSA Employee (cage); WLV Executive (Human Resources); WLV employee (international admin); WRMSA Employee (corporate finance); WRMSA Employee (purchasing); WRMSA Executive (finance); WLV Employee (corporate investigations)		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding compliance committee investigation	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044414-WRM-PRIV044425	07/02/2012	Jay Schall, Esq.; Mayer Brown Attorney	Mayer Brown Attorney ; Jay Schall, Esq.	Jay Schall, Esq.; Mayer Brown Employee; Mayer Brown Distribution List	Email Exchange and attachment(s) providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold

WRM-PRIV044446-WRM-PRIV044447	07/03/2012	Jay Schall, Esq.; Ian Coughlan; Shannon Nadeau	Ian Coughlan; Jay Schall, Esq.; Marc Schorr; John Strzemp; Matta Maddox; Kim Sinatra, Esq. ; Ian Coughlan; Linda Chen; Robert Gansmo; Jay Schall; Esq.; WLV Executive (operations); WDD Executive; WLV Executive (operations); Scott Peterson; WRL Executive (Strategy & Development); James Stern; WRMSA Employee (security & corporate investigation); Michael Weaver; WRMSA Executive (Premium Marketing); WRMSA Executive (casino marketing) ; WLV Executive (finance); WLV Executive (slot marketing); WLV Executive (retail); Marcus Trummer, CPA; WRMSA Executive (casino operations); WRMSA Employee (table games) ; Teri Peers, CPA; WLV employee (finance); WRMSA Employee (cage); WLV Executive (Human Resources); WLV employee (international admin); WRMSA Employee (corporate finance); WRMSA Employee (purchasing); WRMSA Executive (finance); WLV Employee (corporate investigations)	Angela Lai	Email Exchange providing confidential legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding compliance committee investigation	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044448-WRM-PRIV044468	07/03/2012	Jay Schall, Esq.; Mayer Brown Attorney	WRMSA Employee (compensation & benefits); Zuleika Mok; Jay Schall, Esq.; Mayer Brown Attorney	Jay Schall, Esq.; Mayer Brown Employee; Mayer Brown Distribution List	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding FCPA issues	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044580-WRM-PRIV044582	07/03/2012	Robert Gansmo; WRMSA Executive (finance); Shannon Nadeau	WRMSA Executive (finance); Shannon Nadeau; Marc Schorr; John Strzemp; Matt Maddox; Kim Sinatra, Esq.; Ian Coughlan;; Linda Chen; Robert Gansmo; Jay Schall, Esq.; WLV Executive (operations); WDD Executive; WLV Executive (operations); Scott Peterson; WRL Executive (Strategy & Development); James Stern; WRMSA Employee (security & corporate investigation); Michael Weaver; WRMSA Executive (Premium Marketing); WRMSA Executive (casino marketing) ; WLV Executive (finance); WLV Executive (slot marketing); WLV Executive (retail); Marcus Trummer, CPA; WRMSA Executive (casino operations); WRMSA Employee (table games); Teri Peers, CPA; WLV employee (finance); WRMSA Employee (cage); WLV Executive (Human Resources); WLV employee (international admin); WRMSA Employee (corporate finance); WRMSA Employee (purchasing); WRMSA Executive (finance); WLV Employee (corporate investigations)	Robert Gansmo	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding FCPA issues	Accountant Client; Attorney Client; Work Product	Privilege NR
WRM-PRIV044603-WRM-PRIV044611	07/12/2012	Robert Gansmo; Samanta Stewart	Clyde Nakashima; WLV Executive (finance); Scott Peterson; Robert Gansmo; Clyde Nakashima; Teri Peers, CPA; Frank Cassella		Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client	Privilege Withhold
WRM-PRIV044618-WRM-PRIV044624	07/14/2012	Roxane Peper			Draft meeting minutes reflecting confidential legal advice with Kim Sinatra, Esq. and prepared in anticipation of litigation regarding removal.	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV044625-WRM-PRIV044638	07/14/2012	Jay Schall, Esq.	Ana Sofia Chaves, Esq.; Skadden Arps attorney; Skadden Arps employee	Skadden Arps attorney	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044639-WRM-PRIV044651	07/14/2012	Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps employee	Skadden Arps attorney; Jay Schall, Esq.	Email and attachment(s) providing confidential information to seek legal advice	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044652-WRM-PRIV044672	07/14/2012	Samanta Stewart	Skadden Arps attorney; WRMSA Employee (finance); Clyde Nakashima; Jay Schall, Esq.	Skadden Arps attorney; Katharine Liu	Email and attachment(s) requesting confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044673-WRM-PRIV044679	07/14/2012	Roxane Peper			Draft meeting minutes reflecting confidential legal advice with Kim Sinatra, Esq. and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044680-WRM-PRIV044689	07/14/2012	Robert Gansmo; Samanta Stewart	Samanta Stewart; Robert Gansmo		Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client	Privilege NR
WRM-PRIV044690-WRM-PRIV044691	07/17/2012	Skadden Arps employee; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps employee	Email Exchange providing confidential legal advice regarding director misconduct and corporate governance	Attorney Client	Privilege Withhold
WRM-PRIV044692-WRM-PRIV044693	07/19/2012	James Stern; Ian Coughlan	Jay Schall, Esq.; Ian Coughlan; James Stern	Jay Schall, Esq.	Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044770-WRM-PRIV044771	07/23/2012	Jay Schall, Esq.; Shannon Nadeau; Kim Sinatra, Esq.; Nevada Gaming Control Board Agent	Shannon Nadeau; Jay Schall, Esq.; Kim Sinatra, Esq.	Kevin Tourek, Esq.; Jay Schall, Esq.	Email Exchange requesting confidential legal advice and prepared in the course of litigation and reflecting protected communications with Nevada gaming regulatory agency regarding director misconduct related to Wynn Macau	Attorney Client; NV Gaming Privilege; Work Product	Privilege Withhold
WRM-PRIV044772-WRM-PRIV044773	07/24/2012	Jay Schall, Esq.; Ian Coughlan; Shannon Nadeau; Nevada Gaming Control Board Agent	Ian Coughlan; Jay Schall, Esq.; Angela Lai; Shannon Nadeau	Shannon Nadeau; Angela Lai; Kim Sinatra, Esq.; Kevin Tourek, Esq.	Email Exchange reflecting confidential legal advice with Jay Schall, Esq. and prepared in the course of litigation regarding GCB investigation into director misconduct	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044774-WRM-PRIV044826	07/24/2012	Robert Gansmo; Frank Cassella	WDD Executive (Project Development); John Strzemp; Matt Maddox; Kim Sinatra, Esq.; Teri Peers, CPA; Scott Peterson; Robert Gansmo; WLV Executive (finance); Kevin Tourek, Esq.; WDD Executive (Finance); WDD Executive; Samanta Stewart; Marcus Trumm, CPA; WRMSA Executive (finance); Clyde Nakashima; WRMSA Employee (finance); Jay Schall, Esq.; WRL Executive (Corporate Tax); WRL Employee (corporate tax); WRL Employee (financial reporting)		Email Exchange and attachment(s) requesting confidential legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate records	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044904-WRM-PRIV044919	07/27/2012	Robert Gansmo; Shannon Nadeau	WRMSA Employee (cage); Robert Gansmo	Kevin Tourek, Esq.	Email Exchange and attachment(s) reflecting confidential legal advice with Kevin Tourek, Esq. and prepared in the course of litigation regarding FCPA issues	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044920-WRM-PRIV044968	07/31/2012	Skadden Arps attorney; WRMSA Employee (finance)	WRMSA Employee (finance); Skadden Arps attorney; Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV044969-WRM-PRIV044970	08/01/2012	Jay Schall, Esq.; Gibson Dunn attorney; Gibson Dunn attorney	Gibson Dunn attorney; Gibson Dunn attorney; Kim Sinatra, Esq.; Jay Schall, Esq.	Gibson Dunn attorney	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV045129-WRM-PRIV045130	08/06/2012	Jay Schall, Esq.; James Stern; Kevin Tourek, Esq.	James Stern; Jay Schall, Esq.; Kim Sinatra, Esq.		Email Exchange providing confidential legal advice and prepared in the course of litigation regarding misconduct in the Philippines	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV045313-WRM-PRIV045322	08/07/2012	Ernst & Young Accountant , CPA; Robert Gansmo; Ernst & Young CPA; Ernst & Young HK employee	Robert Gansmo; Ernst & Young CPA; Robert Gansmo	Cindy Ku; Ernst & Young CPA; Ernst & Young HK employee; Ernst & Young Employee; Ernst & Young Accountant , CPA	Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding regulatory issues and SEC investigation regarding allegations of alleged WRL wrongdoing	Accountant Client	Privilege Withhold

WRM-PRIV045431-WRM-PRIV045437	08/07/2012	Robert Gansmo			Draft letter reflecting confidential communications to Ernst & Young for the purpose of facilitating the rendition of professional accounting services regarding corporate records.	Accountant Client	Privilege Withhold
WRM-PRIV045438-WRM-PRIV045447	08/07/2012	Robert Gansmo; Ernst & Young Accountant , CPA; Ernst & Young CPA; Ernst & Young HK employee	Cindy Ku; Robert Gansmo; Ernst & Young CPA	Cindy Ku; Ernst & Young CPA; Ernst & Young HK employee; Ernst & Young Employee, CPA; Ernst & Young Accountant , CPA	Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client	Privilege Withhold
WRM-PRIV045448-WRM-PRIV045455	08/07/2012	Robert Gansmo	Cindy Ku		Email and attachment(s) reflecting confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding FCPA issues	Accountant Client; Attorney Client	Privilege NR
WRM-PRIV045456-WRM-PRIV045466	08/07/2012	Robert Gansmo; Ernst & Young Accountant , CPA; Ernst & Young CPA; Ernst & Young HK employee	Ernst & Young Accountant , CPA; Robert Gansmo; Ernst & Young CPA	Ernst & Young CPA; Cindy Ku; Ernst & Young HK employee; Ernst & Young Employee, CPA; Ernst & Young Accountant , CPA	Email Exchange and attachment(s) reflecting confidential legal advice with Jay Schall, Esq., Kim Sinatra, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV045467-WRM-PRIV045494	08/08/2012	Skadden Arps attorney; Frank Cassella	WRMSA Employee (finance); Clyde Nakashima; Frank Cassella; Jay Schall, Esq.; WRL Employee (financial reporting); Skadden Arps attorney; Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Macau Law Privilege; Work Product	Privilege NR
WRM-PRIV045495-WRM-PRIV045506	08/08/2012	Robert Gansmo; Ernst & Young CPA; Ernst & Young Accountant , CPA; Ernst & Young HK employee	Ernst & Young CPA; Robert Gansmo; Ernst & Young Accountant , CPA	Ernst & Young Accountant , CPA; Ernst & Young CPA; Cindy Ku; Ernst & Young HK employee; Ernst & Young Employee, CPA	Email Exchange and attachment(s) reflecting confidential legal advice with Jay Schall, Esq., Kim Sinatra, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV045507-WRM-PRIV045516	08/09/2012	Cindy Ku; Ernst & Young Accountant , CPA; Robert Gansmo; Ernst & Young CPA; Ernst & Young HK employee	Robert Gansmo; Ernst & Young CPA	Cindy Ku; Ernst & Young CPA; Ernst & Young HK employee; Ernst & Young Employee, CPA; Ernst & Young Accountant , CPA	Email Exchange and attachment(s) providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV045517-WRM-PRIV045522	08/10/2012	Cindy Ku; WRMSA Employee (HR administration); Zuleika Mok; Robert Gansmo	Cindy Kwok; Cindy Ku; Zuleika Mok; WRMSA Employee (HR administration)		Email Exchange and attachment(s) reflecting confidential legal advice with Kevin Tourek, Esq. and prepared in the course of litigation regarding FCPA issues	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV045523-WRM-PRIV045618	08/10/2012	Skadden Arps attorney; WRMSA Employee (finance)	WRMSA Employee (finance); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV047379-WRM-PRIV047552	08/15/2012	Skadden Arps attorney; WRMSA Employee (corporate)	WRMSA Employee (corporate); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV047909-WRM-PRIV048082	08/16/2012	Skadden Arps attorney; WRMSA Employee (corporate)	WRMSA Employee (corporate); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV048089-WRM-PRIV048444	08/16/2012	Skadden Arps attorney; WRMSA Employee (corporate)	WRMSA Employee (corporate); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV048445-WRM-PRIV048581	08/16/2012	Clyde Nakashima	Robert Gansmo		Email and attachment(s) reflecting confidential legal advice with Jay Schall, Esq. regarding company valuation	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV048582-WRM-PRIV048672	08/21/2012	Cindy Ku; Robert Gansmo	Charlotte Hong; Linda Chen; Jay Schall, Esq.; WDD Executive (Project Development); Clyde Nakashima	Cindy Ku	Email Exchange and attachment(s) reflecting confidential legal advice with Jay Schall, Esq. regarding corporate governance and business matters	Attorney Client; Macau Law Privilege	Privilege Withhold
WRM-PRIV049031-WRM-PRIV049126	08/22/2012	Skadden Arps attorney; WRMSA Employee (corporate)	WRMSA Employee (corporate); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV049483-WRM-PRIV049656	08/22/2012	Skadden Arps attorney; WRMSA Employee (corporate)	WRMSA Employee (corporate); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV049676-WRM-PRIV049849	08/23/2012	Skadden Arps attorney; WRMSA Employee (corporate)	WRMSA Employee (corporate); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold

WRM-PRIV050206-WRM-PRIV050379	08/23/2012	Skadden Arps attorney; WRMSA Employee (corporate)	WRMSA Employee (corporate); Skadden Arps attorney		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV050948-WRM-PRIV050950	08/28/2012	Allan Zeman; Kim Sinatra, Esq.; Sard Verbinen & Co. Employee	Ian Coughlan; WRL Director; Boone Wayson; Assistant to WRL Director; Robert Miller; Elaine Wynn; Marc Schorr; Linda Chen; John Moran; Allan Zeman; Alvin Shoemaker; Kim Sinatra, Esq.; Michael Weaver	Sard Verbinen Executive; Sard Verbinen & Co. Executive	Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV050951-WRM-PRIV051307	08/29/2012	Skadden Arps attorney; WRMSA Employee (finance); WRMSA Employee (corporate)	WRMSA Employee (finance); WRMSA Employee (corporate); Skadden Arps attorney	Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.; WRMSA Employee (finance)	Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate records	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV051488-WRM-PRIV051844	08/29/2012	Clyde Nakashima; Skadden Arps attorney; WRMSA Employee (finance); WRMSA Employee (corporate)	Robert Gansmo; WRMSA Employee (finance); WRMSA Employee (corporate); Skadden Arps attorney	WRMSA Employee (finance); Jay Schall, Esq.; Clyde Nakashima; Skadden Arps attorney	Email Exchange and attachment(s) providing confidential information needed to render legal advice with Jay Schall, Esq. and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding Freeh investigation	Accountant Client; Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV051845-WRM-PRIV051853	09/03/2012	Daisy Chan; WRMSA Employee (corporate finance); Jay Schall, Esq.	WRMSA Employee (corporate finance); Daisy Chan		Email Exchange and attachment(s) reflecting counsel's protected mental impressions and prepared in the course of litigation regarding FCPA issues	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052221-WRM-PRIV052231	09/10/2012	Jay Schall, Esq.; Skadden Arps attorney; WRMSA Employee (corporate finance)	Skadden Arps attorney; WRMSA Employee (corporate finance)	Jay Schall, Esq.	Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and FCPA	Attorney Client	Privilege Withhold
WRM-PRIV052243-WRM-PRIV052244	09/13/2012	Jay Schall, Esq.; WRMSA Employee (compensation & benefits)	WRMSA Employee (compensation & benefits); Jay Schall, Esq.; Gibson Dunn attorney	Zuleika Mok; WRMSA Employee (compensation & benefits)	Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV052266-WRM-PRIV052267	09/17/2012	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV052268-WRM-PRIV052270	09/18/2012	Jay Schall, Esq.; WRMSA Employee (compensation & benefits); Gibson Dunn attorney	WRMSA Employee (compensation & benefits); Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn Employee, Esq.; WRMSA Employee (compensation & benefits)	Email Exchange providing confidential legal advice regarding FCPA issues	Attorney Client	Privilege Withhold
WRM-PRIV052286-WRM-PRIV052289	09/27/2012	WRMSA Employee (HR administration); WRMSA Executive (culinary operations); WRMSA Employee (kitchen administration); WRMSA Employee (employment services)	Daisy Chan; WRMSA Employee (legal department); WRMSA Employee (employment services); WRMSA Executive (culinary operations); WRMSA Employee (kitchen administration)	WRMSA Employee (kitchen administration); WRMSA Employee (HR administration)	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding FCPA issues	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV052290-WRM-PRIV052299	10/02/2012	Ian Coughlan; Shannon Nadeau	Angela Lai; Marc Schorr; John Strzemp; Matt Maddox; Kim Sinatra, Esq.; Ian Coughlan; Linda Chen; Robert Gansmo; Jay Schall, Esq.; WLV Executive (operations); WDD Executive; WLV Executive (operations); Scott Peterson; WRL Executive (Strategy & Development); James Stern; WRMSA Employee (security & corporate investigation); Michael Weaver; WRMSA Executive (Premium Marketing); WRMSA Executive (casino marketing) ; WLV Executive (finance); WLV Executive (slot marketing); WLV Executive (retail); Marcus Trummer, CPA; WRMSA Executive (casino operations); WRMSA Employee (table games); Teri Peers, CPA; WLV employee (finance); WRMSA Employee (cage); WLV Executive (Human Resources); WLV employee (international admin); WRMSA Employee (corporate finance); WRMSA Employee (purchasing); WRMSA Executive (finance)	Robert Miller; Cindy Mitchum; Michelle Koch, Esq.; WLV employee (security)	Email Exchange and attachment(s) reflecting confidential legal advice with Kim Sinatra, Esq. and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding compliance committee investigation	Accountant Client; Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052304-WRM-PRIV052331	10/08/2012	Jay Schall, Esq.	Daisy Chan; WLV employee (international admin); Scott Peterson		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding FCPA issues	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052362-WRM-PRIV052364	10/12/2012	Jay Schall, Esq.; Michelle Koch, Esq.; Ana Sofia Chaves, Esq.	Ana Sofia Chaves, Esq.; Michelle Koch, Esq.; Ana Sofia Chaves, Esq.; Jay Schall, Esq.	Jay Schall, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation and protected by Macau Special Administrative Region Law n.º 16/2001 Section I, Article 16 regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052365-WRM-PRIV052367	10/12/2012	Jay Schall, Esq.; Ana Sofia Chaves, Esq.; Michelle Koch, Esq.	Ana Sofia Chaves, Esq.; Jay Schall, Esq.; Michelle Koch, Esq.		Email Exchange providing confidential legal advice and prepared in the course of litigation and protected by Macau Special Administrative Region Law n.º 16/2001 Section I, Article 16 related to the writ proceeding and the MPDPA	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052368-WRM-PRIV052377	10/14/2012	Robert Gansmo; Samanta Stewart	Samanta Stewart; Matt Maddox; Robert Gansmo; Clyde Nakashima; WLV Executive (finance)	Terri Peers, CPA	Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding redemption of shares	Accountant Client	Privilege NR
WRM-PRIV052518-WRM-PRIV052574	10/21/2012	Robert Gansmo	WDD Executive (Project Development)		Email and attachment(s) reflecting confidential legal advice with Wynn Legal Department and prepared in the course of litigation regarding corporate records	Attorney Client; Work Product	Privilege NR
WRM-PRIV052577-WRM-PRIV052579	10/30/2012	Jay Schall, Esq.; Gibson Dunn attorney	Gibson Dunn attorney; Jay Schall, Esq.		Email Exchange and attachment(s) reflecting confidential legal advice and prepared in the course of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052586-WRM-PRIV052598	11/07/2012	Jay Schall, Esq.; WRMSA Employee (legal department)	Kim Sinatra, Esq.; Michael Weaver; Jay Schall, Esq.; WRMSA Employee (legal department)		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding corporate governance and business matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052624-WRM-PRIV052631	11/09/2012	Cindy Ku; Ernst & Young HK employee	Robert Gansmo	Ernst & Young CPA; Cindy Ku; Ernst & Young Employee, CPA; Ernst & Young Accountant , CPA	Email Exchange and attachment(s) providing confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV052632-WRM-PRIV052662	11/13/2012	Jay Schall, Esq.; Skadden Arps attorney	Daisy Chan; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding removal	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV052725-WRM-PRIV052729	12/13/2012	Ian Coughlan; Kim Sinatra, Esq.; Samanta Stewart	Katharine Liu; Linda Chen; WRL employee (executive office admin); WRL Employee (executive office); WRL Director; Assistant to WRL Director; Assistant to WRL Director; Robert Miller; Cindy Mitchum; Laurie Nady; Marc Schorr; Alvin Shoemaker; WRL Director ; Boone Wayson; Elaine Wynn; Allan Zeman; Kim Sinatra, Esq.	Robert Gansmo; Jay Schall, Esq.; Ian Coughlan; WML Director; Wynn Macau director; WML director	Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV052865-WRM-PRIV053003	01/13/2013	Ian Coughlan; Roxane Peper	Angela Lai; Ian Coughlan	Sharon Lam; Angela Lai	Email Exchange and attachment(s) requesting confidential information needed to render legal advice regarding corporate governance and business matters.	Attorney Client	Privilege Withhold
WRM-PRIV053012-WRM-PRIV053034	01/19/2013	Gibson Dunn attorney	Jay Schall, Esq.; Kim Sinatra, Esq.; Michelle Koch, Esq.	Gibson Dunn attorney	Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053076-WRM-PRIV053076	01/24/2013	Robert Gansmo	Jay Schall, Esq.		Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding UMAC donation.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053077-WRM-PRIV053216	01/26/2013	Roxane Peper	Linda Chen	Charlotte Hong	Email Exchange and attachment(s) requesting confidential information needed to render legal advice and prepared in the course of litigation regarding corporate governance and business matters.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053229-WRM-PRIV053232	01/29/2013	Kim Sinatra, Esq.; Bradley Wilson, Esq.	Jay Schall, Esq.; Bradley Wilson, Esq.; Michelle Koch, Esq.; Jim Pisanelli, Esq.; Debbie Spinelli, Esq.; Robert Shapiro, Esq.; Donald Campbell, Esq.; Colby Williams, Esq.; Kim Sinatra, Esq.	Daniel Neff, Esq.; Paul Rowe, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding director misconduct and corporate governance	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053236-WRM-PRIV053236	01/31/2013	Jay Schall, Esq.; Oscar Lam	Oscar Lam		Email Exchange providing confidential legal advice regarding corporate governance and FCPA issues/training	Attorney Client	Privilege Withhold
WRM-PRIV053248-WRM-PRIV053249	02/05/2013	Kim Sinatra, Esq.; Sard Verbinen Employee	Bradley Wilson, Esq.; Colby Williams, Esq.; Daniel Neff, Esq.; Debra Spinelli, Esq.; Donald Campbell, Esq.; James Pisanelli, Esq.; James Stern; Jay Schall, Esq.; Kevin Tourek, Esq.; Michelle Koch, Esq.; Paul Rowe, Esq.; Kim Sinatra, Esq.; Michael Weaver.	Sard Verbinen Executive	Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053252-WRM-PRIV053254	02/07/2013	Jay Schall, Esq.; Ana Sofia Chaves, Esq.; Gareth Evans, Esq.; Jay Schall, Esq.	Ana Sofia Chaves, Esq.; Gareth Evans, Esq.; Jay Schall, Esq.	Gibson Dunn Attorney ; Jay Schall, Esq.; Kim Sinatra, Esq.; Michelle Koch, Esq.; Jose Carlos Silva, Esq.	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding compliance with MPDPA notification requirements.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053255-WRM-PRIV053258	02/07/2013	Ana Sofia Chaves, Esq.	Jay Schall, Esq.		Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding compliance with MDPA notification requirements.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053259-WRM-PRIV053259	02/11/2013	James Stern; Freeh Sporkin Attorney	Jay Schall, Esq.; Kim Sinatra, Esq.; Freeh, Sporkin & Sullivan, LLP attorney; Freeh, Sporkin & Sullivan, LLP attorney; Jim Stern	Pepper Hamilton Attorney ; Pepper Hamilton Attorney	Email Exchange providing confidential information needed to render legal advice and prepared in the course of litigation regarding government investigation regarding director's activities.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053260-WRM-PRIV053269	02/19/2013	Roxane Peper	Allan Zeman; Wynn Macau director; Ian Coughlan; WML Director; WML director	Jay Schall, Esq.	Email and attachment(s) providing confidential legal advice with Kim Sinatra, Esq. and prepared in the course of litigation regarding various litigation matters	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053273-WRM-PRIV053285	02/19/2013	Ana Sofia Chaves, Esq.; Jay Schall, Esq.	Jay Schall, Esq.; Ana Sofia Chaves, Esq.		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding compliance with MDPA notification requirements.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053286-WRM-PRIV053299	02/19/2013	Ana Sofia Chaves, Esq.; Jay Schall, Esq.	Jay Schall, Esq.; Ana Sofia Chaves, Esq.		Email Exchange and attachment(s) providing confidential legal advice and prepared in the course of litigation and protected by Macau Special Administrative Region Law n.º 16/2001 Section I, Article 16 regarding compliance with MDPA notification requirements.	Attorney Client; Macau Law Privilege; Work Product	Privilege Withhold
WRM-PRIV053326-WRM-PRIV053332	02/20/2013	Ana Sofia Chaves, Esq.	Ian Coughlan		Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding compliance with MDPA notification requirements.	Attorney Client; Work Product	Privilege Withhold

WRM-PRIV053335-WRM-PRIV053341	02/22/2013	Daisy Chan			Draft letter reflecting confidential legal advice with Wynn Legal Department and prepared in the course of litigation regarding compliance with MDPA notification requirements.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053375-WRM-PRIV053467	02/22/2013	Robert Gansmo; Ernst & Young CPA	Ernst & Young CPA; Robert Gansmo	Ernst & Young CPA; Ernst & Young HK employee; Ernst & Young Employee; Ernst & Young HK employee; Ernst & Young CPA; Ernst & Young Employee, CPA	Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding Freeh investigation	Accountant Client	Privilege Withhold
WRM-PRIV053484-WRM-PRIV053511	02/25/2013	Ana Sofia Chaves, Esq.	Ian Coughlan		Email and attachment(s) providing confidential legal advice and prepared in the course of litigation regarding compliance with MDPA notification requirements.	Attorney Client; Work Product	Privilege Withhold
WRM-PRIV053512-WRM-PRIV053525	02/26/2013	Robert Gansmo; Ernst & Young CPA	Ernst & Young CPA; Robert Gansmo		Email Exchange and attachment(s) reflecting confidential legal advice with Jay Schall, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding FCPA issues.	Accountant Client; Attorney Client	Privilege Withhold
WRM-PRIV053526-WRM-PRIV053526	9/3/2012	Robert Gansmo			Report prepared in the course of litigation re UMAC donation	Work Product	Privilege Withhold

PRIVILEGE REDACTIONS

WRM00015247-WRM00015248	03/12/07	Angela Lai; Ian Coughlan	Ian Coughlan; Angela Lai		Email Exchange providing confidential information needed to render legal advice regarding Wynn communications with government officials.	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015254-WRM00015255	11/23/11	Jay Schall, Esq.; Angela Lai	Angela Lai; Jay Schall, Esq.		Email Exchange providing confidential information needed to render legal advice and prepared in anticipation of litigation regarding cancelled Wynn visit to Philippines.	Confidential Information (MPDPA) Art. 8; Attorney Client; Work Product	Privilege Redaction
WRM00015256-WRM00015258	03/18/11	Jay Schall, Esq.	Angela Lai; Tricor Services Ltd. Officer (corporate services); Roxane Peper		Email reflecting confidential legal advice with Jay Schall, Esq. regarding corporate governance and business matters.	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015259-WRM00015260	09/12/06	Angela Lai; Cindy Mitchum; Alexandre Correia DaSilva, Esq.	WRMSA Employee (executive office); WRMSA Executive; Alexandre Correia DaSilva, Esq.; Cindy Mitchum	Angela Lai; Kim Sinatra, Esq.	Email Exchange reflecting confidential legal advice with Alexander "Xana" Correia da Silva regarding corporate governance and business matters.	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015268-WRM00015268	07/28/11	Angela Lai	Ian Coughlan; Angela Lai	Jay Schall, Esq.	Email Exchange providing confidential information needed to render legal advice regarding transition of contacts at Universal Entertainment.	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015269-WRM00015272	08/25/10	Sharon Lam; Ian Coughlan; WRMSA Employee (accounts payable); Reddy Leong; WRMSA Employee (CPA); Marc Schorr	WRMSA Employee (accounts payable); Sharon Lam; WRMSA Employee (CPA); WRMSA Employee (employee services); WRMSA Employee (HR administration); Reddy Leong; Ian Coughlan	WRMSA Employee (CPA); Reddy Leong; Robert Gansmo; Zuleika Mok; WRMSA Employee (HR administration); WRMSA Employee (employee services); Sharon Lam; Katharine Liu; Linda Chen	Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Confidential Information (MPDPA) Art. 8; Accountant Client	Privilege Redaction
WRM00014948-WRM00014958	01/20/11	Flora Ao; Flora Ao; Jay Schall, Esq.	David Ullrich; Robert Gansmo; Angela Lai; Assistant to WML Director; Assistant to WML Director ; Assistant to WML Director ; Assistant to WML Director	Cindy Ku; Robert Gansmo; David Ullrich; Flora Ao; Angela Lai	Email Exchange and attachment(s) providing confidential legal advice regarding implementaion of city ledger policies.	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00014958-WRM00014997	05/18/11	WRMSA Employee (accounts payable); Scott Peterson; WRMSA Employee (CPA); Cindy Ku	Cindy Ku; WRMSA Employee (HR administration); WRMSA Employee (general ledger); WRMSA Employee (CPA); WRMSA Employee (general ledger); WRMSA Employee (accounts payable)	Robert Gansmo; WRMSA Employee (accounts payable); Scott Peterson	Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Confidential Information (MPDPA) Art. 8; Accountant Client	Privilege Redaction
WRM00014998-WRM00015004	05/18/11	WRMSA Employee (accounts payable); WRMSA Employee (accounts payable)	Cindy Ku; Robert Gansmo; WRMSA Employee (CPA)		Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Confidential Information (MPDPA) Art. 8; Accountant Client	Privilege Redaction

WRM00015005- WRM00015006	06/15/05	Cindy Ku; WRMSA Employee (HR administration)	WRMSA Employee (CPA); WRMSA Employee (executive office); WRMSA Employee (IT operations); Ben Lo; WRMSA Executive (security & corporate investigation); WRMSA Employee (hotel & catering sales); WRMSA Employee (planning & analysis); WRMSA Employee (HR administration); Cindy Ku; WRMSA Employee (security); WRMSA Executive (casino operations); WRMSA Employee (corporate investigation); WRMSA employee (compensation & benefits); WRMSA Employee (internal audit); WRMSA Employee (HR administration); Ana Sofia Chaves, Esq.; WRMSA Employee (casino administration) ; WRMSA Employee (marketing & communications); WRMSA Employee (communications); WRMSA Employee; WRMSA Employee; WRMSA Employee (technology assistant) ; WRMSA Employee (communications); WRMSA Employee (compensation & benefits); WRMSA Employee (IT administration); WRMSA Employee (engineer); WRMSA Employee (systems engineer); WRMSA Employee; WRMSA Employee (employee services); WRMSA Employee (projects & innovation); WRMSA Employee (general ledger)		Email Exchange and attachment(s) requesting confidential information needed to render legal advice with Ana Sofia Chaves, Esq. and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding FCPA issues	Confidential Information (MPDPA) Art. 8; Accountant Client; Attorney Client	Privilege Redaction
WRM00015007- WRM00015011	07/16/09	WRMSA Employee (accounts payable); Scott Peterson; WRMSA Employee (CPA)	WRMSA Employee (general ledger); WRMSA Employee (CPA); WRMSA Employee (general ledger)	Robert Gansmo; WRMSA Employee (accounts payable); Scott Peterson	Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Confidential Information (General); Confidential Information (MPDPA) Art. 8; Accountant Client; Confidential information	Privilege Redaction
WRM00015359- WRM00015360	10/02/12	Ian Coughlan; Katharine Liu; WDD Executive	Sharon Lam; Ian Coughlan; WRMSA Executive (food & beverage) ; Michael Weaver	Katharine Liu; Kevin Tourek, Esq.; WDD Executive (design)	Email Exchange reflecting counsel's protected mental impressions with Kevin Tourek, Esq. and prepared in anticipation of litigation regarding Okada restaurant rebranding.	Confidential Information (MPDPA) Art. 8; Attorney Client; Work Product	Privilege Redaction
WRM00015361- WRM00015364	04/20/11	WRMSA Employee (accounts payable); Sharon Lam; Katharine Liu; WRMSA Employee (executive office)	Sharon Lam; WRMSA Employee (accounts payable); Katharine Liu	WRMSA Employee (accounts payable); WRMSA Employee (accounts payable); WRMSA Employee (accounts payable)	Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and charitable donations	Confidential Information (MPDPA) Art. 8; Accountant Client	Privilege Redaction
WRM00015365- WRM00015376	04/20/11	Sharon Lam; Katharine Liu; WRMSA Employee (executive office)	WRMSA Employee (communications); Katharine Liu; Sharon Lam		Email Exchange and attachment(s) reflecting confidential communications with WRMSA Employee (CPA) for the purpose of facilitating the rendition of professional accounting services regarding charitable donations.	Confidential Information (MPDPA) Art. 8; Accountant Client	Privilege Redaction
WRM00015377- WRM00015390	04/20/11	Sharon Lam; Katharine Liu; WRMSA Employee (executive office)	Katharine Liu; Sharon Lam		forwarding confidential communications with WRMSA Employee (CPA) for the purpose of facilitating the rendition of professional accounting services	Confidential Information (MPDPA) Art. 8; Accountant Client	Privilege Redaction
WRM00015391- WRM00015392	05/13/11	WRMSA Employee (accounts payable)	Sharon Lam		Email and attachment(s) reflecting confidential legal advice with Wynn Legal Department regarding UMAC donation	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015393- WRM00015432	05/18/11	WRMSA Employee (HR administration); WRMSA Employee (accounts payable)	WRMSA Employee (communications); WRMSA Employee (HR administration); Cindy Ku		Email Exchange and attachment(s) reflecting confidential communications with WRMSA Employee (CPA) for the purpose of facilitating the rendition of professional accounting services regarding charitable donations.	Confidential Information (MPDPA) Art. 8; Accountant Client	Privilege Redaction
WRM00015433- WRM00015451	09/20/11	Jay Schall, Esq.	Sharon Lam		Forms providing confidential legal advice regarding corporate governance and charitable donations	Confidential Information (MPDPA) Art. 8; Attorney Client; Confidential information	Privilege Redaction
WRM00013376- WRM00013380	03/25/11	Daisy Chan; Jay Schall, Esq.	Skadden Arps attorney		Email Exchange and attachment(s) providing confidential information needed to render legal advice with Jay Schall, Esq. regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction

WRM00015454- WRM00015455	06/01/12	Ian Coughlan; Angela Lai; Cindy Mitchum	Jay Schall, Esq.; Robert Gansmo; Ian Coughlan; Linda Chen; Angela Lai; Cindy Mitchum	WRMSA Employee (security); Ian Coughlan; Linda Chen	Email Exchange providing confidential information needed to render legal advice regarding Wynn communications with government officials	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015456- WRM00015464	10/14/11	Archfield Ltd. Executive/Employee	Jay Schall, Esq.		Email and attachment(s) providing confidential information needed to render legal advice regarding Archfield investigation	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015465- WRM00015466	02/20/12	Ian Coughlan	Kim Sinatra, Esq.	Jay Schall, Esq.	Email Exchange requesting confidential legal advice and prepared in the course of litigation regarding director's misconduct and corporate governance	Confidential Information (MPDPA) Art. 8; Attorney Client; Work Product	Privilege Redaction
WRM00015467- WRM00015475	08/02/12	Archfield Ltd. Executive/Employee	Jay Schall, Esq.		Email and attachment(s) providing confidential information needed to render legal advice regarding Archfield investigation	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015476- WRM00015488	03/11/08	Samanta Stewart	Kim Sinatra, Esq.		Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015489- WRM00015493	04/07/10	Ian Coughlan; WRMSA Executive	Jay Schall, Esq.; Ian Coughlan	WRMSA Executive (technology)	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015494- WRM00015495	10/07/09	Jay Schall, Esq.; Skadden Arps attorney;	Skadden Arps attorney; Skadden Arps attorney; Jay Schall, Esq.	Jay Schall, Esq.	Email Exchange providing confidential legal advice regarding IPO process and issues.	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015496- WRM00015498	09/07/09	Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.		Email Exchange providing confidential information needed to render legal advice regarding IPO process and issues.	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015499- WRM00015500	09/29/09	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015501- WRM00015509	08/02/10	Jay Schall, Esq.	Daisy Chan		Email Exchange and attachment(s) providing confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015510- WRM00015514	06/01/11	Jay Schall, Esq.; Kim Sinatra, Esq.	Kim Sinatra, Esq.; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding corporate governance and business matters	Confidential Information (General); Confidential Information (MPDPA) Art. 8; Attorney Client; Confidential information	Privilege Redaction
WRM00015515- WRM00015517	02/15/11	Jay Schall, Esq.; Skadden, Arps attorney	Skadden Arps attorney; Skadden, Arps attorney; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015518- WRM00015521	02/15/11	Jay Schall, Esq.; WRMSA Employee (planning & analysis)	Skadden Arps attorney; Skadden, Arps attorney		Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015522- WRM00015523	02/03/11	Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney; Tricor Services Ltd. Officer (corporate services); Skadden, Arps attorney		Email and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015524- WRM00015526	03/17/11	Jay Schall, Esq.	Tricor Services Ltd. Officer (corporate services)		Email providing confidential information needed to render legal advice with Jay Schall, Esq. regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015527- WRM00015528	03/15/11	Jay Schall, Esq.; Ana Sofia Chaves, Esq.	Ana Sofia Chaves, Esq.; Jay Schall, Esq.	Jay Schall, Esq.	Email Exchange providing confidential legal advice regarding residency application.	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015529- WRM00015531	03/21/11	Jay Schall, Esq.; Skadden Arps attorney	Skadden Arps attorney; Jay Schall, Esq.	Skadden Arps attorney; Skadden Arps attorney	Email Exchange providing confidential legal advice regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client; Confidential information	Privilege Redaction
WRM00015532- WRM00015543	01/04/11	Jay Schall, Esq.; WRMSA Executive (human resources); WRMSA Employee (HR administration) (on behalf of Zuleika Mok)	Daisy Chan; Jay Schall, Esq.; Wynn Macau Management Level 1 Distribution List; Wynn Macau Management Level 2 Distribution List; Wynn Macau Level 3 Distribution List		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015544- WRM00015546	12/04/11	Jay Schall, Esq.; Roxane Peper	Roxane Peper; Jay Schall, Esq.		Email Exchange reflecting confidential legal advice with Jay Schall, Esq. regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015547- WRM00015551	04/05/11	Jay Schall, Esq.; Ian Coughlan	Ian Coughlan; Jay Schall, Esq.	John Strzemp; Matt Maddox	Email Exchange providing confidential information needed to render legal advice regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction

WRM00015552- WRM00015564	05/14/11	Jay Schall, Esq.	Roxane Peper	Jay Schall, Esq.; Kim Sinatra, Esq.	Email Exchange and attachment(s) providing confidential legal advice regarding potential shareholding transfer	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015565- WRM00015567	11/05/11	Jay Schall, Esq.; Roxane Peper; Angela Lai	Roxane Peper; Jay Schall, Esq.; Angela Lai		Email Exchange providing confidential legal advice regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015568- WRM00015577	10/14/11	Jay Schall, Esq.; Archfield Ltd. Executive/Employee	Daisy Chan; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding Archfield investigation	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015578- WRM00015579	10/14/11	Jay Schall, Esq.; Kim Sinatra, Esq.; Glaser Weil Attorney	Kim Sinatra, Esq.; Glaser Weil Attorney; Jay Schall, Esq.		Email Exchange providing confidential legal advice regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015580- WRM00015633	10/11/11	Jay Schall, Esq.; Shinobu Noda	Kim Sinatra, Esq.; Shinobu Noda; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential legal advice regarding corporate records	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015634- WRM00015642	08/02/12	Jay Schall, Esq.; Archfield Ltd. Executive/Employee	Daisy Chan; Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding investigations	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015643- WRM00015645	08/03/12	Jay Schall, Esq.; Katharine Liu; Jay Schall, Esq.	Katharine Liu; Jay Schall, Esq.; Katharine Liu; Reddy Leong		Email Exchange providing confidential legal advice regarding DICJ inquiry	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015646- WRM00015648	02/29/12	Jay Schall, Esq.; Tricor Services Ltd. Officer (corporate services); Jay Schall, Esq.	Tricor Services Ltd. Officer (corporate services); Jay Schall, Esq.; Tricor Services Ltd. Officer (corporate services)	Skadden Arps attorney; WRMSA Employee (accounts payable) ; Jay Schall, Esq.	Email Exchange providing confidential legal advice regarding director's misconduct and corporate governance	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015649- WRM00015652	02/29/12	Jay Schall, Esq.; BHFS attorney; Kim Sinatra, Esq.; Sard Verbinen Executive; Michael Weaver	BHFS attorney; Jay Schall, Esq.; Kim Sinatra, Esq.; Sard Verbinen Executive; Sard Verbinen & Co Distribution List	BHFS attorney; BHFS attorney; Jay Schall, Esq.; Daniel Neff, Esq.; Michael Weaver	Email Exchange providing confidential legal advice and prepared in the course of litigation regarding media strategy regarding litigation	Confidential Information (MPDPA) Art. 8; Attorney Client; Work Product	Privilege Redaction
WRM00015653- WRM00015660	02/24/12	Jay Schall, Esq.	Sard Verbinen & Co. Executive		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation corporate governance and business matters relating to board meeting and removal.	Confidential Information (MPDPA) Art. 8; Attorney Client; Work Product	Privilege Redaction
WRM00015661- WRM00015663	02/24/12	Jay Schall, Esq.; Mayer Brown Attorney	Mayer Brown Attorney ; Jay Schall, Esq.; Mayer Brown Attorney; Skadden Arps attorney; Kim Sinatra, Esq.; Samanta Stewart; Katharine Liu; Skadden Arps attorney	Skadden Arps attorney; Skadden Arps attorney; Mayer Brown Distribution List; Mayer Brown Attorney; Allan Zeman; Ian Coughlan; Roxane Peper	Email Exchange providing confidential legal advice regarding director's misconduct and corporate governance	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015664- WRM00015664	02/22/12	Jay Schall, Esq.; Tricor Services Ltd. Officer (corporate services)	Tricor Services Ltd. Officer (corporate services); Jay Schall, Esq.	Skadden Arps attorney; WRMSA Employee (accounts payable)	Email Exchange providing confidential information needed to render legal advice regarding director's misconduct and corporate governance	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015665- WRM00015667	03/16/12	Jay Schall, Esq.; Katharine Liu	Katharine Liu; Jay Schall, Esq.		Email Exchange requesting confidential legal advice regarding rebranding of Okada restaurant.	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015668- WRM00015669	05/29/12	Jay Schall, Esq.; WRL employee (legal); Kim Sinatra, Esq.	WRL employee (legal); Kevin Tourek, Esq.; Jay Schall, Esq.; Kim Sinatra, Esq.	Debra Yang, Esq.; WRL employee (legal); Kim Sinatra, Esq.	Email Exchange requesting confidential legal advice and prepared in the course of litigation regarding SEC investigation regarding allegations of alleged WRL wrongdoing	Confidential Information (MPDPA) Art. 8; Attorney Client; Work Product	Privilege Redaction
WRM00015670- WRM00015695	04/05/12	WRMSA Employee (finance)	Skadden Arps attorney; WRMSA Employee (finance)	Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.; WRMSA Employee (finance)	Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015696- WRM00015714	02/25/12	Frank Cassella	Skadden Arps attorney; WRMSA Employee (finance); Skadden Arps attorney; Clyde Nakashima; Jay Schall, Esq.		Email and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding redemption of shares	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015715- WRM00015720	03/15/11	Tricor Services Ltd. Officer (corporate services); Tricor Services Ltd. Officer (corporate services); Assistant to WML Director	Assistant to WML Director ; Assistant to WML Director ; Tricor Services Ltd. Officer (corporate services)	WRMSA Employee (corporate finance); Tricor Global Employee (corporate services) ; Jay Schall, Esq.; Tricor Global Executive (corporate services); Jay Schall, Esq.; WRMSA Employee (corporate finance); Tricor Global Executive (corporate services); Tricor Global Employee (corporate services)	Email Exchange and attachment(s) requesting confidential information needed to render legal advice regarding corporate records	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015721- WRM00015723	04/03/11	Tricor Services Ltd. Officer (corporate services)	Allan Zeman	WRMSA Employee (corporate finance); Tricor Global Employee (corporate services) ; Jay Schall, Esq.; Tricor Global Executive (corporate services)	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction

WRM00015724- WRM00015727	04/03/11	Tricor Services Ltd. Officer (corporate services)	WRMSA Employee (executive office)	WRMSA Employee (corporate finance); Tricor Global Employee (corporate services); Jay Schall, Esq.; Tricor Global Executive (corporate services)	Email Exchange and attachment(s) requesting confidential legal advice regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015728- WRM00015730	04/03/11	Tricor Services Ltd. Officer (corporate services); Jay Schall, Esq.	Jay Schall, Esq.; Tricor Services Ltd. Officer (corporate services); Skadden Arps attorney; Skadden Arps attorney; Skadden Arps attorney;		Email Exchange providing confidential legal advice regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00015731- WRM00015740	02/02/13	Samanta Stewart	Jay Schall, Esq.		Email Exchange and attachment(s) providing confidential information needed to render legal advice and prepared in the course of litigation regarding removal	Confidential Information (MPDPA) Art. 8; Attorney Client; Work Product	Privilege Redaction
WRM00013381- WRM00013397	02/28/08	Ian Coughlan; Cindy Mitchum; Angela Lai; Kim Sinatra, Esq.; Veronica Iao; WRMSA Executive (executive office)	WRMSA Executive (food & beverage); WRMSA Executive (executive office); Cindy Mitchum; WRMSA Employee (Guest Svcs); Veronica Iao; Kim Sinatra, Esq.; Angela Lai; Ian Coughlan	Ian Coughlan; Linda Chen; Marc Schorr; WRMSA Executive (executive office); Roxane Peper; Cindy Mitchum	Email Exchange and attachment(s) providing confidential information needed to render legal advice regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00013398- WRM00013398	02/28/08	Ian Coughlan; Angela Lai	WDD Executive (construction); WDD Executive; Kim Sinatra, Esq.; Cindy Mitchum	Jay Schall, Esq.; Ian Coughlan	Email Exchange providing confidential information needed to render legal advice regarding Wynn communications with government officials	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00013399- WRM00013400	11/03/11	Ian Coughlan; Jay Schall, Esq.	Jay Schall, Esq.; Ian Coughlan; WRMSA Employee (executive office); Angela Lai	Jay Schall, Esq.; WRMSA Employee (corporate finance); Tricor Global Executive (corporate services); Tricor Global Employee (corporate services)	Email Exchange providing confidential legal advice regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00013401- WRM00013403	12/05/11	Ian Coughlan; Robert Gansmo	Katharine Liu; Robert Gansmo; Ian Coughlan		Email Exchange requesting confidential information for Correia Da Silva, Esq.needed to render legal advice regarding UMAC donation	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00013404- WRM00013406	12/05/11	Katharine Liu; Ian Coughlan; Robert Gansmo	Ian Coughlan; Robert Gansmo; Katharine Liu	Robert Gansmo	Email Exchange reflecting confidential legal advice with Jay Schall, Esq. regarding UMAC donation	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00013407- WRM00013408	01/19/12	Katharine Liu; Ian Coughlan	Ian Coughlan; Katharine Liu		Email Exchange seeking legal advice regarding media strategy regarding litigation.	Confidential Information (MPDPA) Art. 8; Attorney Client; Work Product	Privilege Redaction
WRM00013409- WRM00013410	01/31/12	Allan Zeman; Kim Sinatra, Esq.; Samanta Stewart	Ian Coughlan; Kim Sinatra, Esq.; Matt Maddox; Michael Weaver; Samanta Stewart	Michael Weaver	Email Exchange providing confidential legal advice and prepared in anticipation of litigation regarding media strategy regarding litigation	Confidential Information (MPDPA) Art. 8; Attorney Client; Work Product	Privilege Redaction
WRM00013419- WRM00013420	03/13/12	Ian Coughlan	Robert Gansmo; Marc Schorr; Cindy Mitchum	Kim Sinatra, Esq.	Email Exchange reflecting confidential legal advice with Kim Sinatra, Esq. regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00013486- WRM00013490	11/01/11	Robert Gansmo	WRMSA Employee (security)		Email Exchange requesting confidential information for Jay Schall, Esq. needed to render legal advice regarding corporate governance business matters.	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00013491- WRM00013491	12/05/11	Robert Gansmo; Katharine Liu	WRMSA Employee (CPA); Robert Gansmo; Katharine Liu		Email Exchange reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Confidential Information (MPDPA) Art. 8; Accountant Client	Privilege Redaction
WRM00013492- WRM00013493	01/18/11	Jay Schall, Esq.	Robert Gansmo		Email Exchange and attachment(s) providing confidential legal advice regarding corporate governance and business matters	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00013494- WRM00013525	06/29/12	Ben Lo; WRMSA Employee (general ledger)	WRMSA Employee (cage); Ben Lo	WRMSA Employee (finance); WRMSA Employee (accounts payable); Robert Gansmo; WRMSA Executive (finance); WRMSA Employee (general ledger); WRMSA Employee (accounts payable)	Email Exchange and attachment(s) reflecting confidential legal advice with Jay Schall, Esq. regarding UMAC donation	Confidential Information (MPDPA) Art. 8; Attorney Client	Privilege Redaction
WRM00013939- WRM00014312	09/09/09	Ben Lo	Robert Gansmo; WRMSA Executive (finance); WRMSA Employee (CPA)	WRMSA Employee (CPA)	Email Exchange and attachment(s) reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding corporate governance and business matters.	Confidential Information (MPDPA) Art. 8; Accountant Client	Privilege Redaction
WRM00015104- WRM00015107	06/28/11	Kim Sinatra, Esq.			Corporate documents reflecting confidential communications with Terri Peers, CAP for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Confidential Information (MPDPA) Art. 8; Accountant Client	Privilege Redaction

WRM00015156- WRM00015163	05/25/11	WRMSA Employee (CPA); Jay Schall, Esq.; WRMSA Employee (accounts payable); WRMSA Employee (accounts payable); WRMSA Employee (general ledger); Robert Gansmo; Katharine Liu; Ian Coughlan	WRMSA Employee (accounts payable); Robert Gansmo; WRMSA Executive (finance); Ben Lo; WRMSA Employee (CPA); WRMSA Employee (general ledger); WRMSA Employee (corporate investigations); WRMSA Employee (accounts payable); Jay Schall, Esq.; Katharine Liu	WRMSA Employee (corporate investigations); WRMSA Employee (CPA); WRMSA Employee (general ledger); WRMSA Employee (general ledger); WRMSA Employee (accounts payable); Peter Barnes; WRMSA Employee (corporate investigation); Robert Gansmo; Katharine Liu; Angela Lai	Email Exchange reflecting confidential legal advice and reflecting confidential communications for the purpose of facilitating the rendition of professional accounting services regarding UMAC donation	Confidential Information (General); Confidential Information (MPDPA) Art. 8; Accountant Client; Attorney Client; Confidential information	Privilege Redaction
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terms of the law and the present concession contract.

FOUR—Whenever the Government resorts to the autonomous bank guarantee referred in number ONE, the concessionaire shall take, within 15 days counting from the date of notification of the fact, all the necessary steps to reinstate its full effect.

FIVE—The autonomous bank guarantee referred to in number ONE may only be cancelled by the concessionaire one hundred and eighty days after the end of the concession and with Government authorization.

SIX—The costs incurred with the issue, maintaining and cancellation of the bail of the autonomous bank guarantee referred in number ONE are borne entirely by the concessionaire.

Clause Sixty Three
Other Guarantees

The autonomous bank guarantee referred in number TWO of clause sixty one includes the guarantees established in number 3 of article 20 and in item 2 of article 22 of the Law number 16/2001 and on numbers 1 and 2 of article 84 of the Administrative Rule number 26/2001.

CHAPTER XIII
Inspection of fulfilment of the concessionaire's obligations

Clause Sixty Four
Inspection, supervision and monitoring by the Government

ONE—The power to inspect, supervise and monitor the fulfilment of the obligations of the concessionaire is exercised by the Government, namely through the DICJ and the DSF.

TWO—For all purposes the concessionaire shall, whenever so required by the Government and without need of advance notice, offer the Government, or any other entity appointed by the Government and duly mandated to that effect and identified, free access to any part of its premises, as well as free access to examine its accounting or bookkeeping, including any transactions, books, minutes, accounts and other registers or documents, statistics and registers of management used, supplying the Government or the entity appointed, with photocopies of what they may consider necessary.

THREE—The concessionaire shall abide by and comply with the determinations of the Government issued within the scope of its powers of inspection and verification, namely the instructions of the DICJ, including those relating to an eventual suspension of the operations in casinos and other gaming areas.

FOUR—The operation of the concession is subject to the permanent verification and inspection of the DICJ under the terms of applicable legislation.

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Clause Sixty Five
Daily inspection of the gross revenues of the game operation

The concessionaire is subject to daily inspection, by the Government, through the DICJ, of its gross revenues from the game operation, in accordance with legal terms.

CHAPTER XIV
General duty to cooperate

Clause Sixty Six
General duty of the Government to cooperate

The Government shall cooperate with the concessionaire thus allowing it fulfil its legal and contractual obligations.

Clause Sixty Seven
General duty of the Concessionaire to cooperate

For purposes of the provisions of the present concession contract, the concessionaire shall cooperate with the Government, producing any documents and giving any information, data, authorizations or proof that may be solicited.

CHAPTER XV
Other duties of the concessionaire

Clause Sixty Eight
Operation of the casinos and other premises and annexes

The concessionaire shall keep in normal operation all areas of the casinos and other premises and annexes that are used for the operation of the concession and for the uses for which they are intended or authorized.

Clause Sixty Nine
General duties of the concessionaire

ONE—It is the special obligation of the concessionaire to promote and demand from all entities that may be contracted for the development of activities integrated in the concession, the observance of all rules of good organization and functioning, and the special measures related to the patrons of its casinos and other game zones and of its workers and other persons therein holding working positions.

TWO—The concessionaire undertakes to contract, for the prosecution of the activities integrated in the concession, entities duly licensed and authorized, with the necessary technical and professional qualifications.

Clause Seventy
Other Government authorizations

Government authorization is required for the replacement, cancellation or change of proof documents and registers related to the activity of the concessionaire or to the acquisition of equipment and materials for the games.

Clause Seventy One
Government authorizations and approvals

The authorizations and approval of the Government, and their possible refusals, do not exonerate the concessionaire from the timely fulfilment of the obligations assumed under the present concession

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contract, neither do they imply, on the part of the Government, of any responsibilities except when its acts have caused expenses or special and abnormal damage to the concessionaire.

CHAPTER XVI
Responsibility of the concessionaire

Clause Seventy Two
Civil liability to the grantee

The concessionaire is responsible towards the grantee for damage resulting from the total or partial non-fulfilment of its contractual obligations, due to facts it may be held responsible for.

Clause Seventy Three
**Exoneration of the grantee in the extra-contractual responsibility of the
concessionaire toward third parties**

ONE—The grantee shall not take or share any responsibility that may arise for the concessionaire from acts carried out

by it or at its request that involve or might involve civil liability or any other.

TWO—The concessionaire will furthermore answer, under the general relationship of consigner-commissioner, for damages caused by entities it has contracted for the operation of the activities that integrate the concession.

CHAPTER XVII

Subjective changes to the concession

Clause Seventy Four

Cession of contractual position, burden, transfer and alienation

ONE—The concessionaire shall not cede, transfer, alienate or in any way burden, in total or in part, in express or tacit form, formally or informally, the operation of a casino or a gaming area or make any juridical deal that has the same result, except with Government authorization.

TWO—An action carried out in violation of the rulings of the previous paragraph, and without prejudice of other applicable sanctions or penalties, entails the payment to the Macau Special Administrative Region, of the following penal clauses:

- **in the case of cession, transfer or alienation, as a whole—MOP 1,000,000,000.00 (one thousand million patacas);**
- **in the case of cession, transfer or alienation, as a part—MOP 500,000,000.00 (five hundred million patacas);**
- **in the case of encumbering, in total or in part—MOP 300,000,000.00 (three hundred million patacas).**

THREE—The request for authorization referred in number ONE must be supported by all the necessary documents and the indication of all the details of the juridical deal that the concessionaire wishes to effect, without prejudice of the Government soliciting additional documents, data or information.

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Clause Seventy Five

Sub-concession

ONE—The concessionaire, except with Government authorization, undertakes the obligation not to grant a sub-concession, in all or in part, or make any juridical deal that has the same result.

TWO—An action carried out in violation of the rulings of the previous paragraph, and without prejudice of other applicable sanctions or penalties, entails the payment, to the Macau Special Administrative Region, of the following penal clauses:

- **In the case of sub-concession, as whole—MOP 500,000,000.00 (five hundred million patacas);**
- **In the case of sub-concession, as a part—MOP 300,000,000.00 (three hundred million patacas);**

THREE—For the purposes of the authorization referred in number ONE, the concessionaire shall advise the Government of its intention to sub-concede, supplying all details that the Government may deem necessary, including all the correspondence exchanged between the concessionaire and the entity with whom it wishes to contract.

FOUR—The sub-concession does not exonerate the concessionaire from the legal or contractual obligations to which it is bound, except if, and in accordance with the terms of Government authorization, being further subsidiarily responsible before the Macau Special Administrative Region, independent of guilt, for damages resulting from the non-compliance with the total or part of the contractual obligations of the sub-concessionaire, owing to facts that may be attributed to it, benefiting from the *"privilege of exhaustion of remedies"*.

CHAPTER XVIII

Non-fulfilment of contract

Clause Seventy Six
Non-fulfilment of contract

ONE—Without prejudice of the rulings in clauses seventy seven and seventy eight, the non-fulfilment attributable to the concessionaire of the duties and obligations resulting from the present concession contract, or from Government determinations, shall subject the concessionaire to the sanctions or penalties legally or contractually foreseen.

TWO—The concessionaire is exonerated from the responsibility referred to in the previous chapter in cases of *force majeure* or other events that clearly cannot be attributed to it, but only if the timely and total fulfilment has in fact been hindered.

THREE—The only cases considered of *force majeure*, with the consequences described in the next paragraph, are the unpredictable and irresistible events, exterior to the concessionaire, the effects of which are independent of the will or the personal circumstances of the concessionaire, namely acts of war, terrorism, disturbances of the public order, epidemics, atomic radiations, fire, lightning, serious flooding, cyclones, tropical storms, earthquakes and other natural cataclysms that directly affect the activities integrated in the concession.

FOUR—The concessionaire shall immediately advise the Government of any case of *force majeure*, and indicate, as soon as possible the obligations resulting from the present concession contract that it cannot fulfil due to the occurrence, and also, if it be the case, the measures it wishes to implement to reduce the impact of the said event and/or normalize the fulfilment of those obligations.

FIVE—In any of the cases referred in number THREE, the concessionaire shall reconstruct and/or restore the damaged property to its previous condition, as soon as possible, reinstating the management and operation of the games of chance or other games in casinos; should the concessionaire have no

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economic interest in the reconstruction and/or restoring of the referred property, it shall transfer to the grantee the amount of the insurance.

CHAPTER XIX
Extinction and suspension of the concession

Clause Seventy Seven
Termination by mutual agreement

ONE—The Government and the concessionaire may, at any moment, terminate the present concession contract of by mutual agreement.

TWO—The concessionaire shall be fully responsible for the cessation of the effects of any contracts of which it is part, and the grantee shall not be responsible for anything in this matter, unless otherwise established.

Clause Seventy Eight
Redemption

ONE—Unless otherwise legally established, the Government may, as from the fifteenth year of the concession, redeem it, by notifying the concessionaire by registered letter, with receipt notice, at least one year in advance.

TWO—Through the redemption, the grantee assumes all the rights and obligations of the concessionaire resulting from juridical deals validly contracted by it before the date of the notification referred to in the previous paragraph.

THREE—The obligations contracted by the concessionaire by virtue of the contracts it has signed after the notification referred in number ONE, shall only be assumed by the grantee if those contracts were, prior to their celebration, authorized by the Government.

FOUR—The assumption by the grantee of the obligations contracted by the concessionaire is made without prejudice of the right of regression for the obligations contracted by the concessionaire that exceed the normal management of the concession.

FIVE—Once the concession is redeemed, the concessionaire is entitled to a fair and equitable compensation corresponding to the losses resulting from the redemption of the Resort-Hotel-Casino referred in the Investment Plan annexed to the present contract. The amount of compensation shall be equal to the earnings of the Resort-Hotel-Casino referred in the Investment Plan annexed to the present contract 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 concession contract.

Clause Seventy Nine Sequestration

ONE—When the cessation or interruption occur or are imminent, as a whole or in part of the operation of the concession by the concessionaire, not authorized and not due to case of *force majeure*, or if there are serious disturbances or deficiencies in the organization and management of the concessionaire or in the general conditions of the installations and equipment, susceptible of compromising the regular operation of the concession, the Government may replace the concessionaire, directly or by resorting to third parties, ensuring the operation of the concession and promoting the necessary measures to ensure the objective of the present concession contract, for the duration of the cessation or interruption or if the disturbances and deficiencies continue.

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TWO—During the sequestration, the expenditures necessary for the maintenance and normalization of the operation of the concession are charged to the concessionaire, and the Government may, to that effect, resort to the bail to fulfil the legal or contractual obligations and to the guarantee posted by the dominant partner of the concessionaire.

THREE—As soon as the reasons for the sequestration are over and the Government judges it appropriate, the concessionaire is notified to resume, within a time limit that will be fixed, the normal operation of the concession.

FOUR—If the concessionaire does not want to or cannot resume the operation of the concession or if, having done so, the serious disturbances or deficiencies in its organization and operation continue to exist, the Government may declare the unilateral rescission for non-fulfilment of the present concession contract.

Clause Eighty Unilateral rescission for non-fulfilment

ONE—The Government may terminate the concession, by means of unilateral rescission for non-fulfilment of the present concession contract, in case of non-fulfilment of the fundamental obligations by which the concessionaire is legally or contractually bound.

TWO—Reasons for unilateral rescission of the present concession contract are, specifically:

- 1) The deviation from the objective of the concession, either by operating non-authorized games, or by carrying out activities that are excluded from the corporate purpose of the concessionaire;
- 2) The abandonment of the operation of the concession or its unjustified suspension for a period of more than 7 consecutive days or 14 interpolate days within one calendar year;
- 3) The transmission, in total or in part of the operation, temporarily or definitively, effected in disrespect of what is established in the concession system as referred to in clause Six;
- 4) The default in payment of taxes, premiums, contributions or other retributions foreseen in the concession system as referred to in clause Six owed to the grantee and not impugned within the legal period;

- 5) The refusal or impossibility of the concessionaire to resume the concession under the terms of number FOUR of the previous clause, or when, having done so, the reasons for the sequestration continue to exist;
- 6) The reiterated opposition to the supervision and inspection or repeated disobedience of the determinations of the Government, namely through the directions of the DICJ;
- 7) The systematic non-observance of fundamental obligations foreseen in the concession system as referred to in clause Six;
- 8) The default on payment or reinforcement of the bails or guarantees foreseen in the present concession contract under the terms and within the deadlines established;
- 9) The bankruptcy or insolvency of the concessionaire;
- 10) The practice of serious fraudulent activity, damaging to the public interest;
- 11) The serious and reiterated violation of the rules of operation for the practice of games of chance or other games in casinos or of the integrity of the games of chance or other games in casinos.

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THREE—Without prejudice of the provisions of clause Eighty Three, and in the presence of one of the situations referred to in the previous paragraph or any other that, under the terms of the present clause, may motivate the unilateral rescission for non-fulfilment of the concession contract, the Government shall notify the concessionaire to, within an established deadline, fully comply with its obligations and correct, or repair the consequences of its acts, except if it is the case of a non-reparable violation.

FOUR—If the concessionaire does not fulfil its obligations or does not correct or repair the consequences of its acts, in the terms determined by the Government, the Government may unilaterally rescind the present concession contract by communicating this fact to the concessionaire, and also may notify in writing, the entities who guaranteed the financing of the investments and obligations assumed by the concessionaire, under the terms and for the purposes established in the concession system as referred to in clause Six, relative to financial capacity.

FIVE—The communication to the concessionaire of the decision to rescind referred to in the previous paragraph takes immediate effect, independent of any other formality.

SIX—In the case of well-founded urgency that cannot accommodate the delays of the process of solving the non-fulfilment foreseen in number THREE, the Government may, without prejudice of the observance of that process and the observance of the provisions of number FOUR, proceed immediately with the sequestration of the concession under the terms defined in the previous clause.

SEVEN—The unilateral rescission for non-fulfilment of the present concession contract, under the terms of the present clause, gives rise to a duty to compensate, on the part of the concessionaire, and the compensation shall be calculated in accordance with the general terms of the Law.

EIGHT—The unilateral rescission for non-fulfilment of the present concession contract entails the immediate and gratuitous reversion of its casinos to the grantee, as well as the equipment and utensils pertaining to the games even if located elsewhere.

Clause Eighty One Termination

ONE—The present concession contract terminates on the date of the final term of the concession foreseen in clause Eight and the contractual relationship between the Parties shall end, without prejudice of the clauses of the present concession contract that shall continue beyond the end of the concession.

TWO—When there is a termination in accordance with the terms of the previous paragraph, the concessionaire shall be fully responsible for the cessation of the effects of any contract of which it is part, and the grantee shall not assume any

responsibility in that matter.

CHAPTER XX
Revisions and alterations to the contract

Clause Eighty Two
Revisions to the concession contract

ONE—The present concession contract may be revised after negotiations between the Government and the concessionaire, in accordance with the terms of the law.

TWO—The revision of the present concession contract, as well as any addenda to the same, observes the formalities foreseen in article 91 of Administrative Rule number 26/2001.

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CHAPTER XXI
Pre-contentious phase

Clause Eight Three
Consultations in pre-contentious phase

ONE—The Parties shall effect consultations whenever there is a question or difference of opinion between them as to validity, application, execution, interpretation or integration of rules by which the present concession contract is governed.

TWO—The questions that arise do not exonerate the concessionaire from the timely and total fulfilment of the conditions of the present concession contract and the determinations of the Government that, within its scope, are issued, neither does it permit any interruption of the carrying out of any aspect of its activity, that shall continue to take place under the conditions established at the time the question is submitted.

THREE—The provisions of the previous paragraph relating to the compliance with Government determinations by the concessionaire is applicable also to successive determinations on the same matter, even if issued after the date of the beginning of consultations, as long as the first of these successive determinations was communicated to the concessionaire prior to that date.

CHAPTER XXII
Final provisions

Clause Eighty Four
Obtaining licenses, permits or authorizations

ONE—The present concession contract does not exempt the concessionaire from petitioning, paying costs for and/or make the effort to obtain all the licences or authorizations necessary to carry out any aspect of its activity or fulfilling the obligations foreseen in the present concession contract, as well as observing and fulfilling all the requisites necessary for obtaining and maintaining them valid.

TWO—The concessionaire must immediately inform the Government should any licences or authorizations referred to in the previous paragraph be withdrawn, terminated, suspended or revoked for any reason, or its effect ceased to be operative, indicating at the same time the measures it has taken or will take in order to recover or reactivate such licences, or authorizations.

THREE—No clause of the present concession contract may be considered as a replacement to the need to obtain any license, or authorization legally or contractually foreseen.

Clause Eighty Five
Rights to industrial and intellectual property

ONE—The concessionaire shall respect, in the course of its activity, the rights to industrial and intellectual property, in accordance with the terms in force in the Macau Special Administrative Region, and the effects that may result from the violation of these rights shall be of the exclusive responsibility of the concessionaire.

TWO—The licenses or authorizations granted to the concessionaire, namely those relating to compliance with the Investment Plan attached to the present concession contract, presuppose that all rights of industrial and intellectual property have been respected by the concessionaire.

THREE—The concessionaire shall gratuitously cede to the grantee all its studies, projects, plans, blueprints, documents and other materials, of whatever nature that may prove useful to the functions attributed to the latter, under the terms of the present concession contract, or for the exercise of the rights to which it is entitled under the terms of the same.

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FOUR—In answer to the grantee's request, the concessionaire shall prepare any type of document or declaration, to confirm or register the rights referred to in the previous paragraph.

FIVE—Should the concessionaire not solve any dispute existing with third parties in relation to eventual violations of the rights of industrial or intellectual property attributed or to be attributed to the grantee under the terms of the present clause, the grantee may always act in their defence for which the concessionaire shall give all the assistance that may be required.

Clause Eighty Six
Notifications, communications, notices, authorizations and approvals

ONE—the notifications, communications, notices, authorizations and approvals referred to in the present concession contract, unless otherwise determined, will be made in writing and be forwarded:

- 1) by hand, as long as covered by register;**
- 2) by telefax, as long as covered by transmission receipt;**
- 3) by mail, registered and with receipt notice.**

TWO—Authorizations to be granted by the Government must always be in advance, and may establish conditions.

THREE—The lack of answer to a request for authorization and approval, or any other solicitation, expressed by the concessionaire, has the effect of refusal.

FOUR—For the purposes of the present concession contract, the following addresses and telefax numbers shall be considered as the permanent addresses the Parties:

Government of the Macau Special Administrative Region:
Direcção de Inspeção e Coordenação de Jogos
Avenida da Praia Grande, numbers 762-804, "China Plaza" building, 21st floor, Macau
Fax: 370296

Concessionaire: Wynn Resorts (Macau), S.A.,
Head Office: Avenida da Amizade, number 918,
"World Trade Centre" building, 8th floor, "C", Macau.
Fax: 336057

FIVE—The Parties may alter the addresses and telefax reception numbers indicated in the previous number by means of advance communication addressed to the other Party.

Clause Eighty Seven
Prohibition of practices restrictive of competition

ONE—The concessionaire shall carry out its activities in loyal and healthy competition, respecting the principles applying to a market economy.

TWO—The concessionaire undertakes not to enter into agreements or combined deals, in whatever form, together with other concessionaires, sub-concessionaires or management companies of concessionaires that operate in the Macau Special Administrative Region, or with companies belonging to the respective groups, that are liable to impede, restrict or distort competition.

THREE—The concessionaire undertakes not to exploit abusively a dominant position in the market, or a substantial part of it that could impede, restrict or distort competition.

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**Clause Eighty Eight
Games Promoters**

For the Government, the concessionaire is responsible for the activity exercised in the casinos and other gaming areas by its registered games promoters, as well as its directors and collaborators and should therefore supervise their activity.

**Clause Eighty Nine
Promotion of the concessionaire's business**

ONE—The concessionaire shall promote, within the Macau Special Administrative Region and abroad, advertising and marketing campaigns for its business, namely its casinos.

TWO—The Government and the concessionaire shall combine their events and advertising and marketing campaigns with the events and campaigns aimed at promoting Macau abroad.

THREE—The concessionaire shall not allow, without the authorization of the Government, the use of images or long written references about its casinos and other premises and annexes allocated to the operation of the concession, in sites and *internet* pages, or any other place that aims at promoting interactive games.

**Clause Ninety
Elements integrated in the concession contract**

The tender for adjudication entered by the concessionaire as an entrant for the first public tender for the attribution of three concessions for the operation of games of chance or other games in casinos, is considered to be integrated in the present concession contract for all purposes that are not explicitly or implicitly contrary to it.

**Clause Ninety One
Chips to be used in the operation of the concession**

ONE—The concessionaire shall comply with the instructions of the Government as to the issue and circulation of chips, independent of their type or nature.

TWO—Notwithstanding the possibility for the Government to determine the maximum amount of chips to be put into circulation, the quantity chips to be put into circulation is not subject to the consent of the Government.

THREE—The concessionaire has the obligation to guarantee the reimbursement, in cash or through cheque or equivalent credit document, of the chips that have been put into circulation.

FOUR—The concessionaire shall maintain a ratio of solvency, and constitute provisions and other rules of prudence to be indicated at each moment by the Government as to the total number of chips to be placed in circulation, in cash or through high level liquidity bonds in order to ensure the immediate payment of same.

Clause Ninety Two

Confidentiality

ONE—The documents produced by the Government or by the concessionaire, in keeping with the conditions of law or the present concession contract, have a confidential character, and can only be made available to third parties with the authorization of the other Party.

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TWO—The Government and the concessionaire take all the necessary steps to ensure that, respectively, the workers of the Public Administration of the Macau Special Administrative Region, and the workers of the concessionaire are bound by the duty of secrecy.

THREE—The Government and the concessionaire undertake to enforce the duty of secrecy on other persons who have had or who might have access to confidential documents, namely through consulting, services and other contracts.

Clause Ninety Three Claims register

ONE—The concessionaire shall keep and maintain at the disposal of visitors of the casinos and other gaming areas, a claims register, specific for claims related to the operation of games of chance or other games in casinos.

TWO—The concessionaire shall affix in the casinos and other gaming areas, in a visible manner, a notice indicating the existence of a claims register.

THREE—The concessionaire undertakes to remit to the Government, within 48 hours, copy of the claims registered in the claims register, together with the concessionaire's report about the same.

CHAPTER XXIII Transitory dispositions

Clause Ninety Four Professional Training Plan

ONE—The concessionaire shall prepare plans regarding professional training for employees who come to occupy positions in the activities integrated in the concession, within a time limit established by the Government.

TWO—The concessionaire shall submit to the Government, within the time limit established, any other documents or additional information relative to the plans referred to in the previous paragraph.

Clause Ninety Five Appointed Executive-Director

ONE- The Government shall inform the concessionaire, within fifteen days from the signing of the present concession contract whether it authorizes that the person indicated in Attachment I of the Administration Rule number 26/2001, submitted by the concessionaire as bidder for the first public tender for the awarding of three concessions for the operation of games of chance or other games in casinos, to be the Executive Director for the concessionaire.

TWO—The provisions of numbers ONE and TWO of clause Twenty One are applicable to the first delegation of management by the concessionaire on an Executive Director after the awarding of the present concession contract.

Clause Ninety Six Bank accounts

The concessionaire shall submit to the Government within seven days from the signing of the present concession contract, a document stating all its bank accounts and respective balances.

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Clause Ninety Seven
Declaration relating to the duty to cooperate

The concessionaire shall endeavour to obtain and submit to the Government, within fifteen days from the signing of the present concession contract, a declaration subscribed by each of its shareholders holding 5% or more of its capital stock, its directors and main employees with relevant positions in the casino, as well as its dominant partners, including the ultimate dominant partner, by which they accept to be subject to a special duty to cooperate with the Government and to produce any documents and supply whatever information, data, authorizations or proof that may be requested for that purpose.

Clause Ninety Eight
Fixed part and variable part of the premium

ONE—The payment of the fixed part of the yearly premium foreseen in clause 47, in the respective proportion, is due only from the 26th day of June of the year two thousand and five, except if, before that date, the concessionaire begins the operation of a casino or gaming area in the Resort—Hotel—Casino complex, foreseen in the Investment Plan annex to the present concession contract, in which case payment becomes due at once.

TWO—The payment of the variable part of the yearly premium foreseen in clause 47 is only due from the date of starting of operation of the games of chance or other games in casinos, whether the starting of operations takes place in temporary installations or in the Resort-Hotel-Casino above mentioned. For the purpose of calculation of the variable part of the premium the concessionaire shall submit to the Government, up to ten days prior to the opening of its first casino or gaming area, whether it be in temporary installations or in the complex referred in the previous number, a list with the number of gaming tables and electric or mechanic machine, including "*slot machines*", that it intends to operate in that year, as well as their respective location.

THREE—In case the concessionaire opens its first casino or gaming area in temporary installations, the amount of the variable portion of the premium cannot be less than the amount that would result from the permanent operation of 20 (twenty) gaming tables reserved for particular games and players, namely operated in gaming rooms or special areas, and 20 (twenty) gaming tables non-reserved for particular games and players, until the beginning of operation of a casino or gaming area in the resort complex referred in number ONE.

FOUR—The amounts relative to the variable part of the yearly premium referred in number FIVE of clause 47 will be subject to revision by the Parties as from the third year of the awarding of the present concession contract.

Clause Ninety nine
Approval of the articles of association and shareholders agreements

The Government shall notify the concessionaire, within sixty days of the signing of the present concession contract, as to whether it approves its articles of association as well as its shareholders agreements.

Clause One Hundred
Mandates or Power of Attorney

The concessionaire shall inform the Government within fifteen days from the signing of the present concession contract, of each and every mandate or power of attorney existing on the date of the awarding of the present concession contract, verifying, based on a stable relationship, the powers inherent to the board of directors to conduct business relating to the operation of the company in the name of the concessionaire, with the exception of the powers for carrying out everyday current

business, namely at public offices or services, for the purpose of authorization, or to submit, within the same timing, a declaration of non-existence of same.

Clause One Hundred and One
Actual participation in the operation of games of chance or other games in
casinos under other jurisdictions

The concessionaire shall inform the Government within fifteen days from the signing of the present concession contract, of the actual participation of any one of its administrators, of the dominant partner, including the ultimate dominant partner or any holder of capital share when corresponding, directly or indirectly, to an amount of 10% or more of its capital stock, in the operation of games of chance or other games in casinos, even if only through a management contract, in any other jurisdiction.

Clause One Hundred and Two
Composition of the governing bodies of the concessionaire

The concessionaire shall inform the Government within seven days from the signing of the present concession contract as to the composition, at the time of awarding of the present concession contract, of the board of directors, the annual general meeting, the audit board and other governing bodies of the concessionaire.

Clause One Hundred and Three
Structure of shareholders and capital stock

ONE—The concessionaire shall submit to the Government, within seven days from the signing of the present concession contract, the shareholder structure of the concessionaire on the date of the awarding of the present concession contract.

TWO—The concessionaire shall submit to the Government, within seven days from the signing of the present concession contract, the structure of the capital stock of corporate bodies, *maxime* companies, holding 5% or more of the capital stock of the concessionaire, as well as the structure of the capital stock of corporate bodies that hold 5% or more of the capital stock of same, and so on up to the individual or corporate bodies who are ultimate partners, on the date of the awarding of the present concession contract.

THREE—The concessionaire shall submit to the Government, within fifteen days from the signing of the present concession contract, the declarations referred to in number TWO of clause Nineteen, relative to the year two thousand and two.

Clause One Hundred and Four
Limit to the number of concessions

ONE—The grantee shall not award, until the first of April of the year two thousand and nine, concessions for the operation of games of chance or other games in casinos, so that, at any given time, there are not more than three, as per provisions of the law.

TWO—Should the grantee, after the date referred to in the previous paragraph, award new concessions for the operation of games of chance or other games in casinos, the conditions of which are, in global terms, more favourable than those foreseen in the present concession contract, the Government shall extend them to the concessionaire by altering the present concession contract.

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Clause One Hundred and Five
Revision of the percentage of contributions

The percentages of the contributions referred to in clauses Forty Eight and Forty Nine shall be the object of revision by the Parties during the year two thousand and ten.

Clause One Hundred and Six
Effective Date

th

The present concession contract, written in both official languages, will come into effect as from 27 day of June of year 2002.

Thus it was granted

The Stamp Duty due, as per articles 17 and 24 of Stamp Duty Regulation, on the amount of MOP 115, 00 (one hundred and fifty patacas) and the Notary Fees Due, as per article 4 number 1 and 2 of the Notary Regulation, on the amount of MOP 708.600,00 (seven hundred and eighth thousand six hundred patacas) were paid by the Second Party and the proof of payment was filed.

All the documents mentioned in the concession contract are filed with the Notary Division of the Macau Finance Department under number 17039.

This deed has been read to the parties and its contents were explained out loud to all those present, and the representative of the second party had access to a translation into the English language as he does not understand either of the official languages.

/s/ HO HAU WAH

/s/ STEPHEN A. WYNN

/s/ ILLEGIBLE

Notary

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ANNEX TO THE CONCESSION CONTRACT
INVESTMENT PLAN

Without prejudice of the provisions of Clause thirty nine of the present concession contract, the concessionaire must build:

- A Resort-Hotel-Casino that must be concluded and open to the public on December 2006.
- Total Investment—4,000,000,000.00 (four thousand million patacas), which must be expended within 7 years upon the signing of this concession contract.

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AMERICAN EMBASSY LISBON

Av. Das Forças Armadas
1600-081 Lisboa, Portugal
Tel: 21 -770 -2499
Fax: 21- 727-2354

Republic of Portugal)
Providence of Estremadura)
City of Lisbon)
Embassy of the United States)

Of America)

I, Victoria Perestrello, being duly sworn, do hereby declare that I am thoroughly acquainted with the Portuguese and English languages, that I am accustomed to make translations in these languages, and that the annexed translation(s) was (were) made by me and it is a (are) true and correct translation(s).

This document consists of 166 pages, each initialed by the translator.

/s/ VICTORIA PERESTRELLO
.....

Subscribed and sworn to before me this 29th day of July 2002.

/s/ DANIEL BAZAN
.....
Daniel Bazan
Consul

.....

QuickLinks

Exhibit 10.24

CONCESSION CONTRACT
ANNEX TO THE CONCESSION CONTRACT INVESTMENT PLAN



DEAN HELLER
Secretary of State

202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684 5700

Certificate to Accompany Restated Articles

(PUR
78)

Filed in the office of

Dean Heller
Secretary of State
State of Nevada

FILED

C14059-02

Document Number

C14059-2002-004

Filing Date and Time

09/16/2002 12:00 AM

Entity Number

C14059-2002

002

Important: Read attached ins

This Form is to Accompany Res

(Pursuant to NRS 78.403 or 82.371)

(This form may also be used to accompany Restated Articles for
Limited-Liability Companies and Certificates of Limited Partnership
and Business Trusts)

- Remit in Duplicate -

1. Name of Nevada entity as last recorded in this office:

Wynn Resorts, Limited

2. Indicate what changes have been made by checking the appropriate spaces.*

- ☐ The entity name has been amended.
- ☐ The resident agent has been changed.
(attach Certificate of Acceptance from new resident agent)
- ☐ The purpose of the entity has been amended.
- ☐ The authorized shares have been amended.
- ☐ The directors, managers or general partners have been amended.
- ☐ The duration of the entity has been amended.
- ☐ IRS tax language has been added.
- ☐ Articles have been added to the articles or certificate.
- ☐ Articles have been deleted from the articles or certificate.
- ☒ None of the above apply. The articles or certificate have been amended as follows:
(provide article numbers, if available)

Article IV, Section 2: The board will become classified upon the effectiveness of the IPO.

Article V, Section 1: The provisions regarding the number of directors and providing for the classified board cannot be amended without the approval of at least 66-2/3% of the issued and outstanding stock.

* This form is to accompany Restated Articles which contain newly altered or amended articles.
The Restated Articles must contain all of the requirements as set forth in the statutes for amending
or altering Articles of Incorporation, Articles of Organization or Certificates of Limited Partnership.

IMPORTANT: Failure to include any of the above information and remit the proper fees may cause
this filing to be rejected.

FILED 4 C14059-02

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION SEP 16 2002

OF

WYNN RESORTS, LIMITED

ATTEST
WYNN RESORTS, LIMITED
DEAR HILLMAN COUNTY NV 89401

WYNN RESORTS, LIMITED (the "Corporation"), a corporation organized under the laws of the State of Nevada, by its Chief Executive Officer does hereby certify that:

1. Pursuant to the provisions of Sections 78.390 and 78.403 of Nevada Revised Statutes ("NRS") the Corporation hereby amends and restates its articles of incorporation as follows:
2. The amendment and restatement of the Articles of Incorporation as set forth below was adopted by the Corporation's board of directors by the unanimous written consent as of September 16, 2002 in accordance with the provisions of NRS 78.315 and NRS 78.390.
3. The amendment and restatement of the Articles of Incorporation as set forth below was approved by the written consent of the sole stockholder as of September 16, 2002.
4. That the undersigned officer has been authorized and directed by the board of directors to execute and file this certificate setting forth the text of the Articles of Incorporation of the Corporation as amended and restated in its entirety to this date as follows:

ARTICLE I

NAME

The name of the corporation is Wynn Resorts, Limited (the "Corporation").

ARTICLE II

CAPITAL STOCK

Section 1. Authorized Shares. The aggregate number of shares which the Corporation shall have authority to issue is four hundred and forty million (440,000,000) shares, consisting of two classes to be designated, respectively, "Common Stock" and "Preferred Stock," with all of such shares having a par value of \$.01 per share. The total number of shares of Common Stock that the Corporation shall have authority to issue is four hundred million (400,000,000) shares. The total number of shares of Preferred Stock that the Corporation shall have authority to issue is forty million (40,000,000) shares. The Preferred Stock may be issued in one or more series, each series to be appropriately designated by a distinguishing letter or title, prior to the issuance of any shares thereof. The voting powers, designations, preferences, limitations, restrictions, and relative, participating, optional and other rights, and the qualifications, limitations, or restrictions thereof, of the Preferred Stock shall hereinafter be prescribed by resolution of the board of directors pursuant to Section 3 of this Article II.

Section 2. Common Stock.

(a) Dividend Rate. Subject to the rights of holders of any Preferred Stock having preference as to dividends and except as otherwise provided by these Articles of Incorporation, as amended from time to time (hereinafter, the "Articles") or the NRS, the holders of Common Stock shall be entitled to receive dividends when, as and if declared by the board of directors out of assets legally available therefor.

(b) Voting Rights. Except as otherwise provided by the NRS, the holders of the issued and outstanding shares of Common Stock shall be entitled to one vote for each share of Common Stock. No holder of shares of Common Stock shall have the right to cumulate votes.

(c) Liquidation Rights. In the event of liquidation, dissolution, or winding up of the affairs of the Corporation, whether voluntary or involuntary, subject to the prior rights of holders of Preferred Stock to share ratably in the Corporation's assets, the Common Stock and any shares of Preferred Stock which are not entitled to any preference in liquidation shall share equally and ratably in the Corporation's assets available for distribution after giving effect to any liquidation preference of any shares of Preferred Stock. A merger, conversion, exchange or consolidation of the Corporation with or into any other person or sale or transfer of all or any part of the assets of the Corporation (which shall not in fact result in the liquidation of the Corporation and the distribution of assets to stockholders) shall not be deemed to be a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation.

(d) No Conversion, Redemption, or Preemptive Rights. The holders of Common Stock shall not have any conversion, redemption, or preemptive rights.

(e) Consideration for Shares. The Common Stock authorized by this Article shall be issued for such consideration as shall be fixed, from time to time, by the board of directors.

Section 3. Preferred Stock.

(a) Designation. The board of directors is hereby vested with the authority from time to time to provide by resolution for the issuance of shares of Preferred Stock in one or more series not exceeding the aggregate number of shares of Preferred Stock authorized by these Articles, and to prescribe with respect to each such series the voting powers, if any, designations, preferences, and relative, participating, optional, or other special rights, and the qualifications, limitations, or restrictions relating thereto, including, without limiting the generality of the foregoing: the voting rights relating to the shares of Preferred Stock of any series (which voting rights, if any, may be full or limited, may vary over time, and may be applicable generally or only upon any stated fact or event); the rate of dividends (which may be cumulative or noncumulative), the condition or time for payment of dividends and the preference or relation of such dividends to dividends payable on any other class or series of capital stock; the rights of holders of Preferred Stock of any series in the event of liquidation, dissolution, or winding up of the affairs of the Corporation; the rights, if any, of holders of Preferred Stock of any series to convert or exchange such shares

of Preferred Stock of such series for shares of any other class or series of capital stock or for any other securities, property, or assets of the Corporation or any subsidiary (including the determination of the price or prices or the rate or rates applicable to such rights to convert or exchange and the adjustment thereof, the time or times during which the right to convert or exchange shall be applicable, and the time or times during which a particular price or rate shall be applicable); whether the shares of any series of Preferred Stock shall be subject to redemption by the Corporation (in addition to any right of redemption pursuant to Article VII of these Articles) and if subject to redemption, the times, prices, rates, adjustments and other terms and conditions of such redemption. The powers, designations, preferences, limitations, restrictions and relative rights may be made dependent upon any fact or event which may be ascertained outside the Articles or the resolution in the manner in which the fact or event may operate on such series is stated in the Articles or resolution. As used in this section "fact or event" includes, without limitation, the existence of a fact or occurrence of an event, including, without limitation, a determination or action by a person, government, governmental agency or political subdivision of a government. The board of directors is further authorized to increase or decrease (but not below the number of such shares of such series then outstanding) the number of shares of any series subsequent to the issuance of shares of that series. Unless the board of directors provides to the contrary in the resolution which fixes the characteristics of a series of Preferred Stock, neither the consent by series, or otherwise, of the holders of any outstanding Preferred Stock nor the consent of the holders of any outstanding Common Stock shall be required for the issuance of any new series of Preferred Stock regardless of whether the rights and preferences of the new series of Preferred Stock are senior or superior, in any way, to the outstanding series of Preferred Stock or the Common Stock.

(b) Certificate. Before the Corporation shall issue any shares of Preferred Stock of any series, a certificate of designation setting forth a copy of the resolution or resolutions of the board of directors, and establishing the voting powers, designations, preferences, the relative, participating, optional, or other rights, if any, and the qualifications, limitations, and restrictions, if any, relating to the shares of Preferred Stock of such series, and the number of shares of Preferred Stock of such series authorized by the board of directors to be issued shall be made and signed by an officer of the corporation and filed in the manner prescribed by the NRS.

Section 4. Non-Assessment of Stock. The capital stock of the Corporation, after the amount of the subscription price has been fully paid, shall not be assessable for any purpose, and no stock issued as fully paid shall ever be assessable or assessed, and the Articles shall not be amended in this particular. No stockholder of the Corporation is individually liable for the debts or liabilities of the Corporation.

ARTICLE III ACTION OF STOCKHOLDERS

Prior to the completion of the initial public offering of the Corporation, the stockholders may take action by written consent in lieu of a meeting. After the completion of the initial public offering of the Corporation, the stockholders may not in any circumstance take action by written consent.

ARTICLE IV
DIRECTORS AND OFFICERS

Section 1. Number of Directors. The members of the governing board of the Corporation are styled as directors. The board of directors of the Corporation shall be elected in such manner as shall be provided in the bylaws of the Corporation. The board of directors shall consist of at least one (1) individual and not more than thirteen (13) individuals. The number of directors may be changed from time to time in such manner as shall be provided in the bylaws of the Corporation.

Section 2. Classified Board. Upon the effectiveness of the Corporation's registration statement on Form S-1 with respect to its initial public offering of common stock, the directors shall be classified, with respect to the time for which they shall hold their respective offices, by dividing them into three classes, to be known as "Class I," "Class II" and "Class III." Directors of Class I shall hold office until the next annual meeting of stockholders after such effectiveness and until their successors are elected and qualified, directors of Class II shall hold office until the second annual meeting of stockholders after such effectiveness and until their successors are elected and qualified and directors of Class III shall hold office until the third annual meeting of stockholders after such effectiveness and until their successors are elected and qualified. At each annual meeting of stockholders following such effectiveness, successors to the directors of the class whose term of office expires at such annual meeting shall be elected to hold office until the third succeeding annual meeting of stockholders, so that the term of office of only one class of directors shall expire at each annual meeting. The number of directors in each class, which shall be such that as near as possible to one-third and at least one-fourth (or such other fraction as required by the NRS) in number are elected at each annual meeting, shall be established from time to time by resolution of the board of directors and shall be increased or decreased by resolution of the board of directors, as may be appropriate whenever the total number of directors is increased or decreased.

Section 3. Limitation of Liability. The liability of directors and officers of the Corporation shall be eliminated or limited to the fullest extent permitted by the NRS. If the NRS is amended to further eliminate or limit or authorize corporate action to further eliminate or limit the liability of directors or officers, the liability of directors and officers of the Corporation shall be eliminated or limited to the fullest extent permitted by the NRS, as so amended from time to time.

Section 4. Payment of Expenses. In addition to any other rights of indemnification permitted by the laws of the State of Nevada or as may be provided for by the Corporation in its bylaws or by agreement, the expenses of officers and directors incurred in defending any threatened, pending, or completed action, suit or proceeding (including without limitation, an action, suit or proceeding by or in the right of the Corporation), whether civil, criminal, administrative or investigative, involving alleged acts or omissions of such officer or director in his or her capacity as an officer or director of the Corporation or member, manager, or managing member of a predecessor limited liability company or affiliate of such limited liability company or while serving in any capacity at the request of the Corporation as a director, officer, employee, agent, member, manager, managing member, partner, or fiduciary of, or in any other capacity for, another corporation or any partnership,

joint venture, trust, or other enterprise, shall be paid by the Corporation or through insurance purchased and maintained by the Corporation or through other financial arrangements made by the Corporation, as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the officer or director to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the Corporation. To the extent that an officer or director is successful on the merits in defense of any such action, suit or proceeding, or in the defense of any claim, issue or matter therein, the Corporation shall indemnify him or her against expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection with the defense. Notwithstanding anything to the contrary contained herein or in the bylaws, no director or officer may be indemnified for expenses incurred in defending any threatened, pending, or completed action, suit or proceeding (including without limitation, an action, suit or proceeding by or in the right of the Corporation), whether civil, criminal, administrative or investigative, that such director or officer incurred in his or her capacity as a stockholder, including, but not limited to, in connection with such person being deemed an Unsuitable Person (as defined in Article VII hereof).

Section 5. Repeal And Conflicts. Any repeal or modification of Sections 3 or 4 above approved by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the liability of a director or officer of the Corporation existing as of the time of such repeal or modification. In the event of any conflict between Sections 3 or 4 above and any other Article of the Articles, the terms and provisions of Sections 3 or 4 above shall control.

ARTICLE V VOTING ON CERTAIN TRANSACTIONS

Section 1. Amendment of Articles. The Corporation reserves the right to amend, alter, change or repeal any provision contained in the Articles, in the manner now or hereafter prescribed by the NRS, and all rights conferred on stockholders herein are granted subject to this reservation; provided, however, that no amendment, alteration, change or repeal may be made to: (a) Article III, (b) Sections 1, 2, 3 and 4 of Article IV, or (c) this Article V without the affirmative vote of the holders of at least sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the issued and outstanding shares of stock of the Corporation entitled to vote in the election of directors excluding stock entitled to vote only upon the happening of a fact or event unless such fact or event shall have occurred, considered for the purposes of this section as one class.

Section 2. Additional Vote Required. Any affirmative vote required by this Article V shall be in addition to the vote of the holders of any class or series of stock of the Corporation otherwise required by law, the Articles, the resolutions of the board of directors providing for the issuance of such class or series and any agreement between the Corporation and any securities exchange or over-the-counter market upon which the Corporation's shares are listed or designated for trading.

ARTICLE VI
COMBINATIONS WITH INTERESTED STOCKHOLDERS

At such time, if any, as the Corporation becomes a "resident domestic corporation," as that term is defined in NRS 78.427, the Corporation shall not be subject to, or governed by, any of the provisions in NRS 78.411 to 78.444, inclusive, as may be amended from time to time, or any successor statutes.

ARTICLE VII
COMPLIANCE WITH GAMING LAWS

Section 1. Definitions. For purposes of this Article VII, the following terms shall have the meanings specified below:

(a) "Affiliate" shall mean a Person who, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, a specified Person. For the purpose of this Section 1(a) of Article VII, "control," "controlled by" and "under common control with" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract, or otherwise. "Affiliated Companies" shall mean those partnerships, corporations, limited liability companies, trusts or other entities that are Affiliates of the Corporation, including, without limitation, subsidiaries, holding companies and intermediary companies (as those and similar terms are defined in the Gaming Laws of the applicable Gaming Jurisdictions) that are registered or licensed under applicable Gaming Laws.

(b) "Gaming" or "Gaming Activities" shall mean the conduct of gaming and gambling activities, or the use of gaming devices, equipment and supplies in the operation of a casino or other enterprise, including, without limitation, race books, sports pools, slot machines, gaming devices, gaming tables, cards, dice, gaming chips, player tracking systems, cashless wagering systems and associated equipment and supplies.

(c) "Gaming Authorities" shall mean all international, foreign, federal, state, local and other regulatory and licensing bodies and agencies with authority over Gaming within any Gaming Jurisdiction. "Gaming Jurisdiction" shall mean all jurisdictions, domestic and foreign, and their political subdivisions, in which Gaming Activities are lawfully conducted.

(d) "Gaming Laws" shall mean all laws, statutes, ordinances and regulations pursuant to which any Gaming Authority possesses regulatory and licensing authority over Gaming within any Gaming Jurisdiction, and all orders, decrees, rules and regulations promulgated by such Gaming Authority thereunder.

(e) "Gaming Licenses" shall mean all licenses, permits, approvals, authorizations, registrations, findings of suitability, franchises, concessions and entitlements issued by a Gaming Authority necessary for or relating to the conduct of Gaming Activities.

(f) "Own," "Ownership," or "Control," (and derivatives thereof) shall mean (i) ownership of record, (ii) "beneficial ownership" as defined in Rule 13d-3

promulgated by the United States Securities and Exchange Commission (as now or hereafter amended), or (iii) the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person or the disposition of Securities, by agreement, contract, agency or other manner.

(g) "Person" shall mean an individual, partnership, corporation, limited liability company, trust or any other entity.

(h) "Redemption Date" shall mean the date specified in the Redemption Notice as the date on which the shares of the Securities Owned or Controlled by an Unsuitable Person or an Affiliate of an Unsuitable Person are to be redeemed by the Corporation.

(i) "Redemption Notice" shall mean that notice of redemption given by the Corporation to an Unsuitable Person or an Affiliate of an Unsuitable Person pursuant to this Article VII. Each Redemption Notice shall set forth (i) the Redemption Date, (ii) the number and type of shares of the Securities to be redeemed, (iii) the Redemption Price and the manner of payment therefor, (iv) the place where any certificates for such shares shall be surrendered for payment, and (v) any other requirements of surrender of the certificates, including how they are to be endorsed, if at all.

(j) "Redemption Price" shall mean the price to be paid by the Corporation for the Securities to be redeemed pursuant to this Article VII, which shall be that price (if any) required to be paid by the Gaming Authority making the finding of unsuitability, or if such Gaming Authority does not require a certain price to be paid, that amount determined by the board of directors to be the fair value of the Securities to be redeemed; provided, however, that the price per share represented by the Redemption Price shall in no event be in excess of the closing sales price per share of shares on the principal national securities exchange on which such shares are then listed on the trading date on the day before the Redemption Notice is deemed given by the Corporation to the Unsuitable Person or an Affiliate of an Unsuitable Person or, if such shares are not then listed for trading on any national securities exchange, then the closing sales price of such shares as quoted in the Nasdaq National Market or SmallCap Market or, if the shares are not then so quoted, then the mean between the representative bid and the ask price as quoted by any other generally recognized reporting system. The Redemption Price may be paid in cash, by promissory note, or both, as required by the applicable Gaming Authority and, if not so required, as the board of directors determines. Any promissory note shall contain such terms and conditions as the board of directors determines necessary or advisable, including without limitation, subordination provisions, to comply with any law or regulation then applicable to the Corporation or any Affiliate of the Corporation or to prevent a default under, breach of, event of default under or acceleration of any loan, promissory note, mortgage, indenture, line of credit, or other debt or financing agreement of the Corporation or any Affiliate of the Corporation. Subject to the foregoing, the principal amount of the promissory note together with any unpaid interest shall be due and payable no later than the tenth anniversary of delivery of the note and interest on the unpaid principal thereof shall be payable annually in arrears at the rate of 2% per annum.

(k) "Securities" shall mean the capital stock of the Corporation.

(i) "Unsuitable Person" shall mean a Person who (i) is determined by a Gaming Authority to be unsuitable to Own or Control any Securities or unsuitable to be connected or affiliated with a Person engaged in Gaming Activities in a Gaming Jurisdiction, or (ii) causes the Corporation or any Affiliated Company to lose or to be threatened with the loss of any Gaming License, or (iii) in the sole discretion of the board of directors of the Corporation, is deemed likely to jeopardize the Corporation's or any Affiliated Company's application for, receipt of approval for, right to the use of, or entitlement to, any Gaming License.

Section 2. Finding of Unsuitability.

(a) The Securities Owned or Controlled by an Unsuitable Person or an Affiliate of an Unsuitable Person shall be subject to redemption by the Corporation, out of funds legally available therefor, by action of the board of directors, to the extent required by the Gaming Authority making the determination of unsuitability or to the extent deemed necessary or advisable by the board of directors. If a Gaming Authority requires the Corporation, or the board of directors deems it necessary or advisable, to redeem any such Securities, the Corporation shall give a Redemption Notice to the Unsuitable Person or its Affiliate and shall purchase on the Redemption Date the number of shares of the Securities specified in the Redemption Notice for the Redemption Price set forth in the Redemption Notice. From and after the Redemption Date, such Securities shall no longer be deemed to be outstanding, such Unsuitable Person or any Affiliate of such Unsuitable Person shall cease to be a stockholder with respect to such shares and all rights of such Unsuitable Person or any Affiliate of such Unsuitable Person therein, other than the right to receive the Redemption Price, shall cease. Such Unsuitable Person or its Affiliate shall surrender the certificates representing any shares to be redeemed in accordance with the requirements of the Redemption Notice.

(b) Commencing on the date that a Gaming Authority serves notice of a determination of unsuitability or the board of directors determines that a Person is an Unsuitable Person, and until the Securities Owned or Controlled by such Person are Owned or Controlled by a Person who is not an Unsuitable Person, the Unsuitable Person or any Affiliate of an Unsuitable Person shall not be entitled: (i) to receive any dividend or interest with regard to the Securities, (ii) to exercise, directly or indirectly or through any proxy, trustee, or nominee, any voting or other right conferred by such Securities, and such Securities shall not for any purposes be included in the shares of capital stock of the Corporation entitled to vote, or (iii) to receive any remuneration in any form from the Corporation or any Affiliated Company for services rendered or otherwise.

Section 3. Notices. All notices given by the Corporation pursuant to this Article, including Redemption Notices, shall be in writing and may be given by mail, addressed to the Person at such Person's address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed given at the time deposited in the United States mail. Written notice may also be given personally or by telegram, facsimile, telex or cable and such notice shall be deemed to be given at the time of receipt thereof, if given personally, or at the time of transmission thereof, if given by telegram, facsimile, telex or cable.

Section 4. Indemnification. Any Unsuitable Person and any Affiliate of an Unsuitable Person shall indemnify and hold harmless the Corporation and its Affiliated Companies for any and all losses, costs, and expenses, including attorneys' fees, incurred by the Corporation and its Affiliated Companies as a result of, or arising out of, such Unsuitable Person's or Affiliate's continuing Ownership or Control of Securities, the neglect, refusal or other failure to comply with the provisions of this Article VII, or failure to promptly divest itself of any Securities when required by the Gaming Laws or this Article VII.

Section 5. Injunctive Relief. The Corporation is entitled to injunctive or other equitable relief in any court of competent jurisdiction to enforce the provisions of this Article VII and each holder of the Securities of the Corporation shall be deemed to have acknowledged, by acquiring the Securities of the Corporation, that the failure to comply with this Article VII will expose the Corporation to irreparable injury for which there is no adequate remedy at law and that the Corporation is entitled to injunctive or other equitable relief to enforce the provisions of this Article.

Section 6. Non-exclusivity of Rights. The Corporation's rights of redemption provided in this Article VII shall not be exclusive of any other rights the Corporation may have or hereafter acquire under any agreement, provision of the bylaws or otherwise.

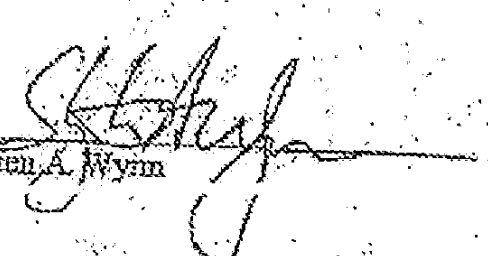
Section 7. Further Actions. Nothing contained in this Article VII shall limit the authority of the board of directors to take such other action to the extent permitted by law as it deems necessary or advisable to protect the Corporation or its Affiliated Companies from the denial or threatened denial or loss or threatened loss of any Gaming License of the Corporation or any of its Affiliated Companies. Without limiting the generality of the foregoing, the board of directors may conform any provisions of this Article VII to the extent necessary to make such provisions consistent with Gaming Laws. In addition, the board of directors may, to the extent permitted by law, from time to time establish, modify, amend or rescind bylaws, regulations, and procedures of the Corporation not inconsistent with the express provisions of this Article VII for the purpose of determining whether any Person is an Unsuitable Person and for the orderly application, administration and implementation of the provisions of this Article VII. Such procedures and regulations shall be kept on file with the Secretary of the Corporation, the secretary of its Affiliated Companies and with the transfer agent, if any, of the Corporation and any Affiliated Companies, and shall be made available for inspection by the public and, upon request, mailed to any holder of Securities. The board of directors shall have exclusive authority and power to administer this Article VII and to exercise all rights and powers specifically granted to the board of directors or the Corporation, or as may be necessary or advisable in the administration of this Article VII. All such actions which are done or made by the board of directors in good faith shall be final, conclusive and binding on the Corporation and all other Persons; provided, however, that the board of directors may delegate all or any portion of its duties and powers under this Article VII to a committee of the board of directors as it deems necessary or advisable.

Section 8. Severability. If any provision of this Article VII or the application of any such provision to any Person or under any circumstance shall be held invalid, illegal, or

unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Article VII.

Section 9. Termination and Waivers. Except as may be required by any applicable Gaming Law or Gaming Authority, the board of directors may waive any of the rights of the Corporation or any restrictions contained in this Article VII in any instance in which the board of directors determines that a waiver would be in the best interests of the Corporation. The board of directors may terminate any rights of the Corporation or restrictions set forth in this Article VII to the extent that the board of directors determines that any such termination is in the best interests of the Corporation. Except as may be required by a Gaming Authority, nothing in this Article VII shall be deemed or construed to require the Corporation to repurchase any Securities Owned or Controlled by an Unsuitable Person or an Affiliate of an Unsuitable Person.

IN WITNESS WHEREOF, Wynn Resorts, Limited has caused these second
amended and restated articles of incorporation to be executed in its name by its Chief
Executive Officer this 14th day of September, 2002.


Stephen A. Wynn

REPORT
Attorney – Client / Work Product / Privileged and Confidential

I. Introduction

Wynn Resorts, Limited (“Wynn Resorts”), a publicly traded company incorporated in the State of Nevada, on behalf of its Compliance Committee, retained Freeh Sporkin & Sullivan, LLP (“FSS”) on November 2, 2011 to conduct an independent investigation. That independent investigation has been conducted under the sole direction of the Compliance Committee. The purpose of the investigation was to determine whether there is evidence that Mr. Kazuo Okada, a member of the Wynn Resorts Board of Directors, may have: (i) breached his fiduciary duties to Wynn Resorts; (ii) engaged in conduct that potentially could jeopardize the gaming licenses of Wynn Resorts; and/or, (iii) violated the Wynn Resorts compliance policy. Specifically, FSS has been asked to examine Mr. Okada’s efforts in connection with the creation of a gaming establishment in the Republic of the Philippines.

This is the Report to the Compliance Committee Chairman on the results of FSS’ investigation. As set forth with greater detail in the attached appendix, FSS has performed its investigation by interviewing dozens of individuals and by reviewing thousands of documents, electronic emails, corporate and public records.

II. Summary

The investigation has produced substantial evidence that:

1. Despite being advised by the Wynn Resorts Board of Directors and Wynn Resorts attorneys on the strict US anti-bribery laws which govern Wynn Resorts and its board, Mr. Okada strongly believes and asserts that when doing business in Asia, he should be able to provide gifts and things of value to foreign government officials, whether directly or by the use of third party intermediaries or consultants.
2. Mr. Okada, his associates and companies have arranged and designed his corporate gaming business and operations in the Philippines in a manner which appears to contravene Philippine Constitutional provisions and statutes that require 60% ownership by Philippine nationals, as well as a Philippine criminal statute.
3. Mr. Okada, his associates and companies appear to have engaged in a longstanding practice of making payments and gifts to his two (2) chief gaming regulators at the Philippines Amusement and Gaming Corporation (“PAGCOR”), who directly oversee and regulate Mr. Okada’s Provisional Licensing Agreement to operate in that country. Since 2008, Mr. Okada and his associates have made multiple payments to and on behalf of these chief regulators, former PAGCOR Chairman Efraim Genuino and Chairman Cristino Naguiat (his current chief regulator), their families and PAGCOR associates, in an amount exceeding US 110,000. At times, Mr. Okada, his

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associates and companies have consciously taken active measures to conceal both the nature and amount of these payments, which appear to be prima facie violations of the United States Foreign Corrupt Practices Act ("FCPA"). In one such instance in September 2010, Mr. Okada, his associates and companies, paid the expenses for a luxury stay at Wynn Macau by Chairman Naguiat, Chairman Naguiat's wife, their three children and nanny, along with other senior PAGCOR officials, one of whom also brought his family. Mr. Okada and his staff intentionally attempted to disguise this particular visit by Chairman Naguiat by keeping his identity "Incognito" and attempting to get Wynn Resorts to pay for the excessive costs of the chief regulator's stay, fearing an investigation. Wynn Resorts rejected the request by Mr. Okada and his associates to disguise and to conceal the actual expenditures made on behalf of Chairman Naguiat.

4. Additionally, Mr. Okada, his associates and companies appear to have engaged in a pattern of such prima facie violations of the FCPA. For example, in 2010 it also is possible that Mr. Okada, his associates and companies made similar payments to a Korean government official who oversees Mr. Okada's initial gaming investment in that country. Additional investigation is needed to develop and confirm these possible FCPA violations.
5. The prima facie FCPA violations by Mr. Okada, his associates and companies constitute a substantial, ongoing risk to Wynn Resorts and to its Board of Directors, creating regulatory risk, conflicts of interest and potential violations of his fiduciary duty to Wynn Resorts. Finally, Mr. Okada's documented refusal to receive Wynn Resorts requisite FCPA training provided to other Directors, as well as his failure to sign an acknowledgment of understanding of Wynn Resorts Code of Conduct, increase this risk going forward.
6. Mr. Okada insisted in his interview that all of his gaming efforts in the Philippines prior to the change of the presidential administration in the summer of 2010 were undertaken on behalf of and for the benefit of Steve Wynn and Wynn Resorts. This assertion is contradicted by press releases dating back to 2007 on his website, which announce an independent effort by Universal; his real estate investments; and the ownership of his corporations in the Philippines.
7. (7) Mr. Okada has stated that Universal paid expenses related to then-PAGCOR Chairman Genuino's trip to Beijing during the 2008 Olympics.

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III. Kazuo Okada's Relevant Corporate Affiliations

A. Wynn Resorts

After an initial public offering which closed in October 2002, Aruze USA, Inc., controlled by Mr. Okada, became a 24.5% shareholder of Wynn Resorts. Mr. Okada's current ownership of Wynn Resorts through his control of Aruze USA, Inc. is 19.66%.

Mr. Okada became a member of the Wynn Resorts Board of Directors on October 21, 2002, and remains on the Board of Directors as of the date of this Report. In the past, Mr. Okada has used the title of Vice Chairman of Wynn Resorts. In October 2011, the Wynn Resorts Board of Directors eliminated the position of Vice Chairman.

As a Director of Wynn Resorts, Mr. Okada is entitled to receive the courtesy of what is called a "City Ledger Account." Such accounts were originally instituted as a result of Sarbanes Oxley's prohibition of extensions of credit, in the form of a personal loan from an issuer to an officer or director. The accounts were funded by deposits from the director or his company. Such an account exists for billing conveniences related to charges incurred at various Wynn Resorts locales. Mr. Okada has availed himself of this courtesy and established such a City Ledger Account.¹ Within Wynn Resorts, this Okada City Ledger Account is referred to either as the "Universal City Ledger Account" or as the "Aruze City Ledger Account." Accordingly, the phrases Universal City Ledger Account and Aruze City Ledger Account will be referred to interchangeably within this report despite the fact that Aruze Corp.'s name was changed to Universal Entertainment Corporation in November of 2009.

Mr. Okada has been found to be suitable by the Nevada Gaming Commission.²

B. Universal Entertainment Corporation of Japan

Mr. Okada currently serves as Director and Chairman of the Board of Universal Entertainment Corporation ("Universal Entertainment"), registered in Tokyo, Japan. Universal Entertainment Corporation is the current trade name of a company which was incorporated in 1969 as Universal Lease Co. Ltd. and which became Aruze Corp. in 1998. Aruze changed its

¹ The initial wire to establish the Aruze Corp. City Ledger Account was dated February 15, 2008.

² Mr. Okada was originally found to be suitable as a shareholder of Aruze Corp. as part of *An Order of Registration* issued jointly by the State Gaming Control Board and the Nevada Gaming Commission on June 4, 2004. On June 5, 2005, in a similar order, the Nevada Commission and the State Gaming Control Board found Aruze Corp. to be (1) suitable as a controlling shareholder of Wynn Resorts, Limited, (2) suitable as the sole shareholder of Aruze USA, Inc., (3) that Aruze USA, Inc. is registered as an intermediary company and is found suitable as a shareholder of Wynn Resorts, Limited, and (4) that Mr. Okada is suitable as a shareholder and controlling shareholder of Aruze Corp. [See Appendix]

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name to Universal Entertainment Corporation in November 2009. Universal is listed on the JASDAQ stock exchange and is engaged in the manufacture and sale of pachinko and gaming machines and related business activities. As of September 2011, Okada Holdings Godokaisha was Universal Entertainment's major shareholder, with 67.90% of the issued shares.

The Nevada Gaming Commission has approved Universal Entertainment's suitability as the 100% shareholder for a subsidiary, Aruze USA, Inc.

C. Aruze USA, Inc.

Aruze USA, Inc. ("Aruze USA") is a wholly owned subsidiary of Universal Entertainment. Aruze USA is a US company and was incorporated in the State of Nevada on June 9, 1999. Mr. Okada is a Director of Aruze USA and serves as its President, Secretary, and Treasurer.

Aruze USA has been found suitable by the Nevada Gaming Commission as a major shareholder of Wynn Resorts.

D. Aruze Gaming America, Inc.

Aruze Gaming America, Inc. is a private company that is 100% personally owned by Mr. Okada. He currently serves as a Director, Secretary, and Treasurer of the company. Aruze Gaming America, Inc. is a US company and was incorporated on February 7, 1983. The company changed its name from Universal Distributing of Nevada, Inc. to Aruze Gaming America, Inc. on January 6, 2006. Aruze Gaming America, Inc. shares a common business address with Aruze USA, Inc. in Las Vegas, Nevada.

E. Business Interests in the Republic of the Philippines

Since 2008, Mr. Okada has been involved with a variety of corporate entities and with various business associates in the creation of a gaming establishment in an area of the Philippines known as Entertainment City Manila.³ In furtherance of this endeavor, Mr. Okada and his associates have procured land and a provisional gaming license in the Philippines. A more detailed review of Mr. Okada's corporate entities and business associates in the Philippines is set forth in Section V(2)(A) below.

F. Business Interests in the Republic of Korea

Mr. Okada has recently pursued development of a casino resort complex in the Incheon Free Economic Zone in the Republic of Korea. A more detailed review of Mr. Okada's activities in Korea is set forth in Section V(4) below.

³ On the Universal Entertainment website (viewed January 30, 2012) this project is referenced as "Manila Bay Resorts." [See Appendix]

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IV. Relevant Legal and Policy Standards

A. FCPA

The United States Foreign Corrupt Practices Act (“FCPA”) contains two primary categories of violations: (i) a books and records provision, and (ii) a bribery provision. Based upon available information, it seems clear that Aruze USA fits the definition of domestic concern⁴ and United States person⁵ provided in the FCPA, and that the FCPA applies both to Aruze USA and to Mr. Okada personally, in his capacity as an officer and director of Aruze USA.

Under the definitions of domestic concern and United States person, the statute applies to a corporation, partnership, unincorporated organization and other enumerated entities that have their principal place of business in the United States or which are organized under the laws of a State of the United States. It also applies to officers and directors of such concerns.⁶

In 1998, the FCPA was amended and added an alternative basis to interstate commerce for jurisdiction. As the United States District Court for the Southern District of New York wrote: “. . . The amendments expanded FCPA coverage to ‘any person’ -- not just ‘issuers’ or ‘domestic concerns’ [A]ny United States person or entity violating the Act outside of the United States is subject to prosecution, regardless of whether any means of interstate commerce were used. Citing 15 USC 78dd-1, 78dd-2. . . . (Emphasis added.)⁷

Under this definition, Aruze USA is a covered party under the FCPA.

The FCPA provides that “[i]t shall be unlawful for any domestic concern, other than an issuer which is subject to section 78dd-1 of this title, or for any officer, director, employee, or agent of such domestic concern or any stockholder thereof acting on behalf of such domestic concern, to make use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to—

(1) any foreign official for purposes of—

(A)

⁴ 15 U.S.C. 78 dd – 2(a),(h).

⁵ 15 U.S.C. 78 dd – 2(i).

⁶ 15 U.S.C. 78 dd – 2(g).

⁷ *In re Grand Jury Subpoena*, 218 F. Supp. 2d 544, 550 (S.D.N.Y 2002).

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- (i) influencing any act or decision of such foreign official in his official capacity,
 - (ii) inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or
 - (iii) securing any improper advantage; or
- (B) inducing such foreign official to use his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist such domestic concern in obtaining or retaining business for or with, or directing business to, any person; . . .⁸

The head of PAGCOR fits within the definition of foreign official as used in the FCPA.

According to PAGCOR's website, it "is a 100 percent government-owned and controlled corporation that runs under the direct supervision of the Office of the President of the Republic of the Philippines."⁹ In addition to prescribing mandates to generate revenue for certain government programs and promote tourism in the Philippines, PAGCOR's charter states that the entity will "...[r]egulate, authorize and license games of chance, games of cards and games of numbers, *particularly casino gaming*, in the Philippines..."¹⁰ (Emphasis added.)

As set forth above, there is still the interstate commerce basis for jurisdiction, but there is also an alternative. The alternative would require the same elements for an offense, but a showing of interstate commerce would not be required. If the interstate commerce basis for jurisdiction were used, the analysis set forth below would be of significance.

With regard to means or instrumentality of interstate commerce, some of the facts referred to in this report pertain to Mr. Okada utilizing the Universal City Ledger Account to confer financial benefits upon Philippine gambling regulators who could affect the business interests of Aruze USA, Inc. in the Philippines. Some of those benefits were conferred at Wynn Macau. The following facts concerning the Universal City Ledger Account, which bear upon use of means or instrumentalities of interstate commerce, were established during the investigation:

- The account is maintained at the corporate offices of Wynn Resorts, Limited in Las Vegas, Nevada where periodic deposits are made from Universal into the Wynn Resorts, Limited operating account at Bank of America in Las Vegas, Nevada to ensure that the amount on deposit remains at or about US 100,000. Bank documents reflect that the deposits are received from a Universal Entertainment account located in Japan.¹¹

⁸ 15 U.S.C. Section 78dd – 2(a).

⁹ <http://www.pagcor.ph/pagcor-faqs-profile.php>, viewed January 18, 2012. [See Appendix]

¹⁰ Ibid., viewed January 18, 2012. [See Appendix]

¹¹ See, e.g. wire transfer documents from Sumitomo Mitsumi Bank to Bank of America. [See Appendix]

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- When charges are incurred at Wynn Macau, Wynn Macau tracks all charges for the Universal City Ledger Account on its books, and then the accounting department transfers the charges to accounting at Wynn Resorts, Limited in Las Vegas via a journal entry. Wynn Macau sends a pdf file to a staff accountant at Wynn Resorts, Limited in Las Vegas with all the backup documentation. Invoices issued by Wynn Resorts, Limited are periodically sent to a Universal Entertainment email address.¹²

B. Nevada Gaming Regulations and Wynn Resorts Policies

The question of whether or not a gaming licensee or licensee applicant is deemed “suitable” in Nevada is answered by reviewing the Nevada Revised Statutes (“NRS”) in conjunction with the regulations promulgated by the Nevada Gaming Commission (“NGC”), which is empowered by the NRS.¹³

1. Legislative Authority

The standard for determining suitability is found in Section 463.170 of the NRS. Paragraph (2) of the NRS 463.170, entitled *Qualifications for license, finding of suitability or approval; regulations*, provides that the person seeking a license or a suitability determination is subject to the following considerations: “[a]n application to receive a license or be found suitable must not be granted unless the Commission is satisfied that the applicant is: (a) A person of good character, honesty and integrity; (b) A person whose prior activities, criminal record, if any, reputation, habits and associations do not pose a threat to the public interest of this State or to the effective regulation and control of gaming. . . .” In addition, paragraph (3) provides in pertinent part “[a] license to operate a gaming establishment or an inter-casino linked system must not be granted unless the applicant has satisfied the Commission that: (a) [t]he applicant has adequate business probity, competence and experience, in gaming or generally. . . .”

The Nevada Gaming Commission Regulations (“Nevada Gaming Regulations”) are also relevant to the conditions placed upon suitability. According to Section 3.080 of the Nevada Gaming Regulations, entitled *Unsuitable affiliates*, “[t]he commission may deny, revoke, suspend, limit, condition or restrict any registration or finding of suitability or application therefor upon the same grounds as it may take such action with respect to licenses, licensees and licensing; without exclusion of any other grounds.” Paragraph (1) of Section 3.090, entitled

¹² In a Wynn Resorts Memorandum to File from the Corporate Accounting department, dated January 10, 2012, the “invoice[s] and all support documentation are emailed to kimiko.okamura@hq.universal-777.com, takashi.usami@hq.universal-777.com and iwayama.hidetsugu@hq.universal-777.com on the 5th of each month for the prior month [sic] activity.” [See Appendix]

¹³ For further advice regarding suitability, please consult directly with David Arraji, Esq. and/or see Memo dated December 9, 2011 from Kate Lowenhar-Fisher, Esq. and Jamie L. Thalgott, Esq. to David Arraji, Esq. re Associations and the Suitability Analysis. [See Appendix]

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Standards for commission action, provides in pertinent part that “[n]o license, registration, finding of suitability, or approval shall be granted unless and until the applicant has satisfied the commission that the applicant: (a) Is a person of good character, honesty, and integrity; (b) Is a person whose background, reputation and associations will not result in adverse publicity for the State of Nevada and its gaming industry; and (c) Has adequate business competence and experience for the role or position for which application is made.”

2. Underlying Corporate Documents of Wynn Resorts

The Second Amended and Restated Articles of Incorporation of Wynn Resorts, Limited (filed September 16, 2002) also provide for standards that seek to define an “Unsuitable Person.” As set forth on page 8 of the Articles of Incorporation, the phrase Unsuitable Person “shall mean a Person who . . . in the sole discretion of the board of directors of the Corporation, is deemed likely to jeopardize the Corporation’s or any Affiliated Company’s application for, receipt of approval for, right to the use of, or entitlement to, any Gaming License.” (Emphasis added.)

Finally, the Amended and Restated Gaming and Compliance Program of Wynn Resorts, Limited (adopted as of July 29, 2010) defines an *Unsuitable person* as a “[p]erson (i) who has been denied licensing or other related approvals by a Gaming Authority on the grounds of unsuitability or who has been determined to be unsuitable to be associated with a gaming enterprise by a Gaming Authority; or (ii) that the Company determines is unqualified as a business associate of the Company or its Affiliates based on, without limitation, that Person’s antecedents, associations, financial practices, financial condition or business probity.”

In the event of a finding of unsuitability, there are provisions within the aforementioned corporate documents that provide for a resolution post determination. Specifically, on page 6 of the Second Amended and Restated Articles of Incorporation of Wynn Resorts, Limited, the Articles state in pertinent part, “[t]he Securities Owned or Controlled by an Unsuitable Person or an Affiliate of an Unsuitable Person shall be subject to redemption by the Corporation, out of funds legally available therefor, by action of the board of directors, to the extent required by the Gaming Authority making the determination of unsuitability or to the extent deemed necessary or advisable by the board of directors. If a Gaming Authority requires the Corporation, or the board of directors deems it necessary or advisable, to redeem any such Securities, the Corporation shall give a Redemption Notice to the Unsuitable Person or its Affiliate and shall purchase on the Redemption Date the number of shares of the Securities specified in the Redemption Notice for the Price set forth in the Redemption Notice. . . .” The Articles provide further guidance as to the terms of the redemption.

In addition, according to Section 3.6 of the Fourth Amended and Restated Bylaws, effective as of November 13, 2006, the removal of a director is premised upon “. . . the

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affirmative vote of the holders of not less than two-thirds (2/3) of the voting power of the issued and outstanding stock of the Corporation entitled to vote generally in the election of directors (voting as a single class). . . .” Resignation is also listed as an option “upon giving written notice, unless the notice specifies a later time for effectiveness of such resignation, to the chairman of the board, if any, the president or secretary, or in the absence of all of them, any other officer.”

C. Wynn Resorts Code of Business Ethics

Wynn Resorts first adopted a Code of Business Conduct and Ethics on May 4, 2004. The document defines itself as “a statement of policies for the individual and business conduct of the Company’s employees and Directors”¹⁴ There are two sections of the Code that are relevant to this investigation: (i) conflict of interest and (ii) interaction with government officials. The sections are included below for reference purposes.

1. Conflict of Interest:

"A Conflict of interest occurs when your private interests interfere, or even appear to interfere, with the interests of the Company. A conflict situation can arise when you take actions or have interests that make it difficult for you to perform your Company work objectively and effectively. Your obligation to conduct the Company's business in an honest and ethical manner includes the ethical handling of actual, apparent and potential conflicts of interest between personal and business relationships. This includes full disclosure of any actual, apparent or potential conflicts of interest as set forth below.

Special rules apply to executive officers and Directors who engage in conduct that creates an actual, apparent or potential conflict of interest. Before engaging in any such conduct, executive officers and Directors must make full disclosure of all facts and circumstances to the Corporate Secretary, who shall inform and seek the prior approval of the Audit Committee of the Board of Directors."

2. Interacting with Government:

Prohibition on Gifts to Government Officials and Employees

"Different governments have different laws restricting gifts, including meals, entertainment, transportation and lodging, that may be provided to government officials and government employees. You are prohibited from providing gifts, meals or anything of value to government officials or employees or members of their families in connection with Company business without prior written approval from the Compliance Officer."

¹⁴ Wynn Resorts Code of Business Conduct and Ethics dated May 4, 2004, page 7. [See Appendix]

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Bribery of Government Officials

"The Company's Policy Regarding Payments to Foreign Officials, the U.S. Foreign Corrupt Practices Act (the "FCPA"), and the laws of many other countries prohibit the Company and its officers, employees and agents from giving or offering to give money or anything of value to a foreign official, a foreign political party, a party official or a candidate for political office in order to influence official acts or decisions of that person or entity, to obtain or retain business, or to secure any improper advantage. Please refer to the Company's Policy Regarding Payments to Foreign Officials for more details regarding prohibited payments to foreign government officials."

Discipline for Violations:

"The Company intends to use every reasonable effort to prevent the occurrence of conduct not in compliance with its Code and to halt any such conduct that may occur as soon as reasonably possible after its discovery. Subject to applicable laws and agreements, Company personnel who violate this Code and other Company policies and procedures may be subject to disciplinary action, up to and including discharge." (Emphasis added.)

The Code has since been revised twice, once in 2009 and then again on November 1, 2011. Although the above sections have been expanded in these later editions, for the purpose of this investigation and the dates in question the substance has remained basically the same and the FCPA has continued to be a point of emphasis.

V. Report of Investigation

1. Mr. Okada's Attitude Toward Wynn Resorts Compliance Requirements

Mr. Okada's prima facie violations of FCPA, involving both his government regulators in the Philippines and possibly in Korea, do not appear to be accidental or based upon a misunderstanding of anti-bribery laws. Conversely, despite being advised by fellow Wynn Resorts Board members and Wynn Resorts counsel that payments and gifts to foreign government officials are strictly prohibited, Mr. Okada has insisted that there is nothing wrong with this practice in Asian countries. Mr. Okada has stated his personal rejection of Wynn Resorts anti-bribery rules and regulations, as well as legal prohibitions against making such payments to government officials, to fellow Wynn Resorts Board members.

In a February 24, 2011 Wynn Resorts Board of Directors ("Board") meeting at which Mr. Okada was present, after a lengthy discussion by the Board of the FCPA,¹⁵ including specifically the Universal project in the Philippines and potential Wynn Resorts' involvement, "[t]he

¹⁵ In an email from Kim Sinatra to Michiaki Tanaka, dated February 26, 2011, Ms. Sinatra referenced a meeting with Mr. Okada in which she furnished FCPA policy and training materials and reiterated the importance of strict compliance with the FCPA. [See Appendix]

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independent members of the board unanimously advised management that any involvement [by Wynn Resorts] in the Philippines under the current circumstances was inadvisable.”¹⁶ During this discussion, Mr. Okada challenged the other board members over statements regarding the impermissibility under the FCPA of giving gifts abroad in return for favorable treatment, and made statements about hiring “third party consultants” to give gifts to officials.¹⁷

One board member recalled Mr. Okada stating that, in Asia, one must follow the local culture, and that is why one should hire “consultants” to give the gifts.¹⁸ This board member understood Mr. Okada to mean that such use of consultants would help avoid prosecution under the FCPA. Another board member who was present recalled Mr. Okada stating that conducting business in the Philippines was all a matter of “hiring the right people” to pay other people.¹⁹ Yet another board member recalled Mr. Okada being “adamant” during the FCPA discussion that it is not corrupt to give “gifts.”²⁰ A board member who participated in the meeting by phone recalled Mr. Okada claiming that, in the Philippines, “business is done in a different manner, and sometimes you have an ‘intermediary’ that will do whatever he has to do,” or words to that effect.²¹ A different board member recalled being “shocked” by the contradiction between two of Mr. Okada’s statements during this discussion.²² Early in the discussion, Mr. Okada explained that there were no longer corruption issues in the Philippines with the new administration. However, Mr. Okada subsequently stated, in effect, that while he himself would not pay bribes, he would “hire someone else” to bribe the necessary person.

Pursuant to a chain of emails reviewed by FSS, commencing with an email on August 4, 2011 from Roxane Peper, Director of Intellectual Property and Corporate Records, to each of the board members (or their representatives), and ending with an email from Ms. Peper to Kevin Tourek, Senior Vice President and Corporate Counsel, on October 26, 2011, the following is clear:²³

- All board members were notified of upcoming FCPA training/board meeting set for October 31 – November 1, 2011 and asked to confirm attendance by August 31, 2011.
- Mr. Okada, through two of his representatives, was emailed at least three (3) separate times before Shinobu Noda, his assistant, sent an email on September 15, 2011 confirming that Mr. Okada would attend.

¹⁶ Minutes of Wynn Resorts Board of Directors meeting, February 24, 2011, p.3. [See Appendix]

¹⁷ Interview of Steve Wynn, November 7, 2011.

¹⁸ Interview of Robert J. Miller, December 16, 2011.

¹⁹ Interview of Alvin V. Shoemaker, December 20, 2011.

²⁰ Interview of Marc D. Schorr, December 20, 2011.

²¹ Interview of Allan Zeman, December 21, 2011.

²² Interview of D. Boone Wayson, December 20, 2011.

²³ See emails from Roxane Peper to Kevin Tourek on October 26, 2011. [See Appendix]

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Subsequent to the confirmation, Ms. Peper received an email from Ms. Noda on October 25, 2011. Ms. Noda stated that the email contained a message to Kim Sinatra, Senior Vice President and General Counsel of Wynn Resorts, from Mr. Okada.²⁴ This part of the message was entirely in Japanese and had to be translated. Mr. Okada asked for the FCPA training materials to be provided in Japanese. He also stated that he would be arriving on “Monday [October 31]”, which was the day the FCPA training was to commence. He asked if the training could be held after the board meeting or rescheduled. Kim Sinatra sent a response to Ms. Noda via email on October 25, 2011 thanking Mr. Okada for the note and stating further that the FCPA training materials had been translated and would be provided to him via email and that Wynn Resorts had made further arrangements to have the FCPA live training translated to Japanese via simultaneous translation.²⁵ She also stated that the date of the training could not be rescheduled because it had been planned around his previous confirmation and that outside counsel was coming to Las Vegas to provide the training.

Mr. Okada failed to attend the training on October 31, 2011. He was the only member of the board not in attendance (all others attended in person or via telephone dial-in as evidenced via a sign-in sheet).²⁶

2. Gaming Establishment in the Philippines

Evidence obtained in the course of the investigation establishes that Mr. Okada, his associates and companies, may have arranged and manipulated the ownership and management of legal entities in the Philippines under his control, in a manner that may have enabled the evasion of Philippine constitutional and statutory requirements. It is also noted that Mr. Okada’s two principal Philippine corporations, Eagle I Landholdings, Inc. and Eagle II Holdco, Inc., which may have been purposefully created to circumvent Philippine constitutional restrictions on foreign ownership of land, appear to be closely intertwined with Rodolfo Soriano, Paolo Bombase and Manuel M. Camacho, who have numerous common ties to former PAGCOR Chairman Efraim Genuino. For example, with regard to Eagle II Holdco, Inc., as late as 2010, Platinum Gaming and Entertainment (“Platinum”) had acquired 60% of its shares. According to a dated filing by Platinum on file with the Philippine SEC, Rodolfo Soriano controlled 20% of Platinum at the time of its incorporation. Mr. Soriano, referred to by attorney Camacho as a “bag man” for then-Chairman Genuino, is a former PAGCOR consultant and respondent in PAGCOR corruption referrals (see page 15 *infra*). Similarly, Paolo Bombase, an officer, director and nominal shareholder of Eagle I Landholding, Inc. and Eagle II Holdco, Inc. has a 1.25% share of Ophiuchus Real Properties Corp. This Ophiuchus entity is 15% owned by a Philippine company named SEAA Corp. In turn, SEAA is the family-controlled company of former PAGCOR Chairman Efraim Genuino. At this time, the significance of this interlocking shareholder link

²⁴ See email from Shinobu Noda to Roxane Peper dated October 25, 2011. [See Appendix]

²⁵ See email from Kim Sinatra to Shinobu Noda dated October 25, 2011. [See Appendix]

²⁶ See FCPA Training Sign-In sheet dated October 31, 2011. [See Appendix]

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between Mr. Okada, his former Philippine gaming regulator, and the regulator's associates is not known.

A. Corporate Links between Mr. Okada's Business Interests and Those of Philippine Government Officials

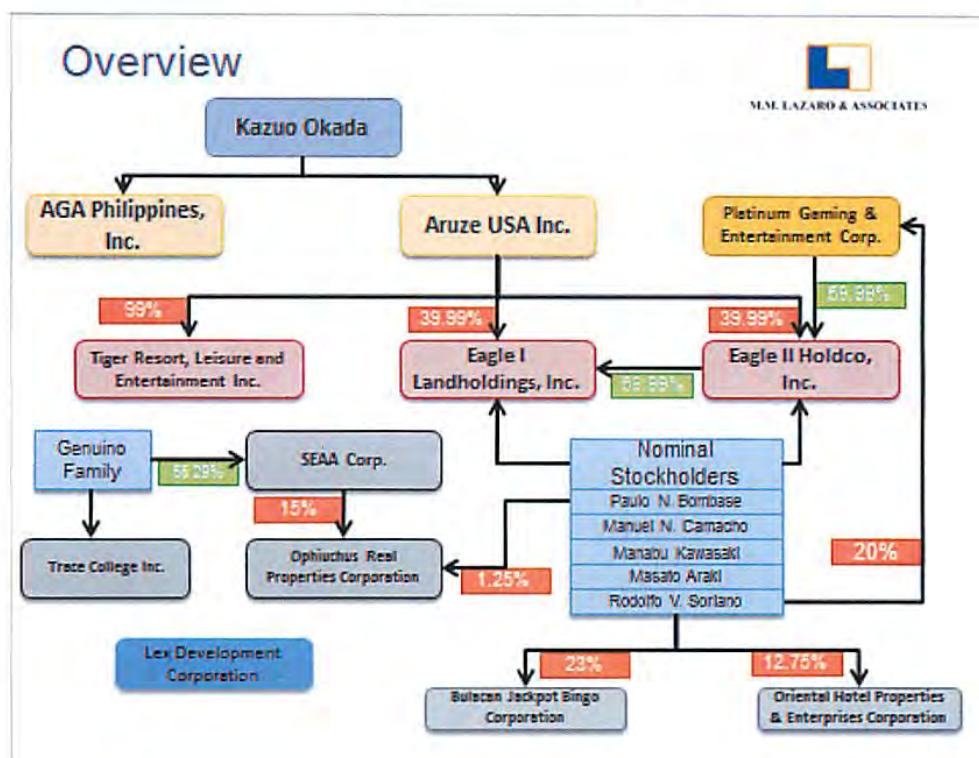
Close associates and consultants of the former Genuino PAGCOR administration eventually attained positions as corporate officers, directors and/or nominal shareholders in legal entities controlled by Mr. Okada, and, in some cases, served as links between the business interests of Mr. Okada and those of former PAGCOR chairman Efraim Genuino and members of Genuino's immediate family.

In order to better understand the interrelationships among corporate entities in the Philippines controlled by Mr. Okada and those controlled by PAGCOR officials and their associates, FSS requested the Philippines law firm of M. M. Lazaro & Associates ("Lazaro") to produce a study of this issue.²⁷ Drawing upon official records obtained from the Philippines Securities and Exchange Commission, Lazaro produced an analysis of the relationships created by the ownership and control structures of these entities.²⁸ The chart below, extracted from that analysis, illustrates these relationships in schematic form.

²⁷ Manuel Lazaro was formerly a government corporate counsel with the rank and privileges of a Philippine presiding justice, court of appeals, who FSS retained to assist in the investigation and to advise on certain aspects of Philippine law. [See Appendix]

²⁸ The complete Lazaro PPT is attached to this report. [See Appendix]

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Tiger Resorts, Leisure and Entertainment, Inc. (“Tiger”) was incorporated in the Philippines on June 13, 2008.²⁹ Its primary purpose was stated as:

To acquire, own, maintain, operate and/or manage hotels (city and resort), inns, apartments, private clubs, pension houses, convention halls, lodging houses, restaurants, cocktail bars, and any and all services and facilities related or incident thereto.³⁰

Tiger is predominantly owned by Aruze USA, Inc.³¹ In August 2008, PAGCOR granted Tiger a Provisional Licensing Agreement to operate a gaming establishment in the Entertainment City Manila Zone. An official of the current PAGCOR administration told FSS in December 2011 that PAGCOR was currently reexamining this license.³²

²⁹ Articles of Incorporation of Tiger. [See Appendix]

³⁰ Ibid. [See Appendix]

³¹ GIS of Tiger, 2010. [See Appendix]

³² Combined interview of Jay Daniel R. Santiago and Thadeo Francis P. Hernando, on December 12, 2011. It should be noted that after the interview with Santiago and Hernando, FSS along with its Philippine counsel, for purposes of this investigation, formally requested a copy of the Provisional Licensing Agreement from PAGCOR, as well as other related documents. On the same date that the formal request was made, PAGCOR refused to supply a

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Eagle I Landholdings, Inc. (“Eagle I”) was incorporated in the Philippines on May 16, 2008 with 5 partners of the Philippines law firm Sycip Salazar Gatmaitan (“Sycip”) as the shareholders, directors and officers.³³ By certification on September 5, 2008, the original shareholders were all replaced by, among others, Eagle II Holdco, Inc. (“Eagle II”), with approximately 60% ownership. Eagle II maintained this percentage of ownership of Eagle I through the filing of the latest available General Information Statement (“GIS”) for the year 2010.³⁴ Eagle I’s 2009 GIS, filed September 17, 2009, indicates that Paolo Bombase, Manuel N. Camacho and Rodolfo V. Soriano (whose associations with PAGCOR and Mr. Genuino are explained below) all had become officers/directors and nominal stockholders of Eagle I; they retained this status through the filing of the latest GIS for Eagle I.³⁵ Aruze USA, Inc. first appears as the owner of approximately 40% of Eagle I as of the 2010 GIS, owning the share previously owned by Molly Investments Cooperative UA (“Molly”).³⁶

Eagle II’s filings with the Philippines Securities and Exchange Commission indicate a history similar to that of Eagle I. Incorporated on May 19, 2008 by the same 5 Sycip partners,³⁷ Eagle II reflected the acquisition of approximately 60% of its shares by Platinum Gaming & Entertainment Corp. (“Platinum”) on its GIS filed September 17, 2009, with Platinum owning the same percentage as of the 2010 GIS.³⁸ The same filings reflect the appearance--in 2009 and continuing through the 2010 filing--of Messrs. Camacho, Soriano and Bombase as officers/directors and nominal shareholders. In 2010 Aruze USA, Inc. appears with the 40% shareholding that was attributed to Molly in 2009.³⁹

Platinum was incorporated in the Philippines on November 21, 2001, with a Certificate of Filing of Amended Articles of Incorporation (“AOI”) issued by the Philippines Securities and Exchange Commission on June 10, 2002.⁴⁰ Platinum has no GIS on file with the Philippines Securities and Exchange Commission, and the only corporate document filed besides the Articles of Incorporation is the 2004 Financial Statement. The latest information on file lists Mr.

copy of Tiger’s Provisional Licensing Agreement, saying that they were bound by a non-disclosure clause. That refusal was signed by Francis P. Hernando, who is identified below as a PAGCOR employee, who stayed in Wynn Macau in June 2011 and had US 709.72 of expenses paid for by the Aruze City Ledger account. See Letter of Request and Letter of Refusal. [See Appendix]

³³ Articles of Incorporation of Eagle I. [See Appendix]

³⁴ GIS of Eagle I for years 2009 and 2010. [See Appendix] A GIS is required to be filed on an annual basis according to Section 141 of the Corporation Code of the Philippines. [See Appendix]

³⁵ Ibid. [See Appendix]

³⁶ Ibid. [See Appendix]; FSS has determined Molly to be a wholly owned subsidiary of Aruze Corp. See http://www.universal-777.com/en/ir/ir_lib/material/annual_20081119.pdf, page 32.

³⁷ Articles of Incorporation of Eagle II. [See Appendix]

³⁸ GIS of Eagle II, years 2009-2010. [See Appendix]

³⁹ GIS of Eagle II, 2010. [See Appendix]

⁴⁰ Articles of Incorporation of Platinum, as amended June 10, 2002. [See Appendix]

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Soriano, a former PAGCOR consultant, as a director/officer and a 20% shareholder in Platinum.⁴¹

Messrs. Camacho, Bombase and Soriano are all directly associated with former PAGCOR Chairman Genuino in significant ways. Mr. Camacho is an attorney and a principal of the Manila law firm Camacho & Associates. He was for a time in a law partnership with Mr. Genuino's son, Erwin Genuino.⁴² Mr. Camacho traveled to Japan with Mr. Soriano at then PAGCOR Chairman Genuino's behest, to meet with Mr. Okada and other representatives of Aruze. This meeting resulted in Mr. Camacho's firm replacing Sycip in representing Aruze with respect to the development of the project in Entertainment City Manila.⁴³

Sometime subsequent to this meeting, Aruze wired retainer funds to the bank account of Mr. Camacho's firm, an account controlled jointly by Mr. Camacho and Erwin Genuino. Later, Mr. Camacho discovered that all or most of these funds had been withdrawn by Erwin Genuino. When he questioned this withdrawal, he was eventually told by Mr. Soriano and/or then PAGCOR Chairman Genuino that the funds had been withdrawn to be used as a "cash payoff" to the mayor of the municipality in which the Entertainment City Manila project is located, in order to facilitate approval of the use of some plots of land to build roads needed for Mr. Okada's casino project. Mr. Camacho claims to have had a falling out with Erwin Genuino and Mr. Soriano, and to be involved currently in a lawsuit against Erwin Genuino over the dissolution of their law partnership.⁴⁴ Erwin Genuino is named as a respondent, along with former PAGCOR Chairman Genuino, in two sworn corruption referrals ("PAGCOR Referrals") filed with the Republic of the Philippines Department of Justice ("DOJ") in the summer of 2011 by the current PAGCOR Administration.⁴⁵

Mr. Bombase, also an attorney, is an officer/director and shareholder of Ophiuchus Real Properties Corporation ("Ophiuchus"), incorporated in April 2011.⁴⁶ According to its 2011 GIS, Ophiuchus was 15% owned by SEAA Corporation ("SEAA").⁴⁷ SEAA, which was registered with the Philippine SEC on December 3, 1997, is, according to its 2011 GIS, 100% owned by members of former PAGCOR Chairman Genuino's immediate family.⁴⁸ The Articles of

⁴¹ M. M. Lazaro & Associates, "Aruze Corporations in the Philippines and 'Related' Corporations", p. 18. [See Appendix]

⁴² Interview of M. Camacho, December 13, 2011.

⁴³ In his discussion with FSS, Mr. Camacho referred to the firm only as "Aruze," not further defined.

⁴⁴ Although Mr. Camacho, who is in his seventies, failed to recall some details of his dealings with Mr. Genuino and Mr. Soriano, FSS credits the general account given by him during the December 13, 2011 interview.

⁴⁵ See PAGCOR Referrals. [See Appendix]

⁴⁶ Articles of Incorporation of Ophiuchus. [See Appendix]

⁴⁷ GIS of Ophiuchus, 2011. [See Appendix]

⁴⁸ GIS of SEAA, 2011. [See Appendix]

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Incorporation of Ophiuchus also list Emilio Marcelo as an officer/director and shareholder.⁴⁹ Mr. Marcelo is named as a respondent in the PAGCOR Referrals.⁵⁰

Mr. Soriano is a former PAGCOR consultant, named by Mr. Camacho as a close business associate and “bag man” for Mr. Genuino.⁵¹ Mr. Soriano is also named as a respondent in the PAGCOR Referrals.⁵² As of the latest information filed with the Philippines Securities and Exchange Commission in 2002, Mr. Soriano was a 20% shareholder and an officer/director of Platinum,⁵³ identified above as a 60% shareholder in Eagle II. If Mr. Soriano still held the same stake in Platinum when it acquired its share of Eagle II in 2009, then he became an effective owner of 12% of Eagle II and approximately 7% in Eagle I.

B. Apparent Evasion of Republic of Philippines Legal Requirements

As described in the preceding section, Mr. Okada caused various legal entities to be incorporated in the Philippines, in order to develop his casino resort project there, over time replacing the original incorporating Filipino shareholders with combinations of foreign shareholders affiliated with or controlled by him and associates of then-PAGCOR Chairman Genuino. As discussed below, there are constitutional and statutory requirements in the Republic of the Philippines requiring that purchasers of land be Philippines citizens or Filipino-owned legal entities, and that legal entities conducting business in the Philippines, with certain exceptions, be at least 60% Filipino owned.

In 2008, Eagle I purchased various tracts of land near Manila Bay totaling approximately 30 hectares at a total price of PHP 13,527,637,941.00 (approximately US 314,953,000.00) for the development of the project in Entertainment City Manila.⁵⁴

At FSS’ request, Lazaro prepared an analysis and opinion on the validity of Eagle I’s ownership of these properties, in light of the aforementioned provisions of the Philippines Constitution and applicable statutes.⁵⁵ The analysis included a detailed review of the ownership and capitalization of Eagle I and associated entities described in the preceding section. The following is a summary of pertinent findings of the Lazaro analysis.

⁴⁹ Articles of Incorporation of Ophiuchus. [See Appendix]

⁵⁰ See PAGCOR Referrals. [See Appendix]

⁵¹ Interview of M. Camacho, Dec 13, 2011.

⁵² See PAGCOR Referrals. [See Appendix]

⁵³ Articles of Incorporation of Platinum, as amended June 10, 2002. The 2001 Articles of Incorporation list four (4) additional 20% shareholders, identified as Filipino nationals. Because Platinum has not filed a GIS since 2002, the current ownership and control of Platinum is unknown. [See Appendix]

⁵⁴ Numbered Transfer Certificates of Title (“TCT”) for Eagle I purchase of land tracts in Parañaque City, Philippines, dated August 19, 2008. [See Appendix]

⁵⁵ M. M. Lazaro & Associates. Memo re “Validity of Eagle I’s Ownership of Real Estate Properties” (“Ownership Memo”), Jan 2012. [See Appendix]

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A review of the 2009 Financial Statement of Eagle I disclosed that the funds used to purchase the land tracts appear to have been advanced by Molly.⁵⁶

Platinum, the 59.99% owner of Eagle II, has filed no records with the Philippines Securities and Exchange Commission indicating that its paid-in capital ever increased beyond the original PHP 62,500, despite its amended Articles of Incorporation indicating that its authorized capital stock was increased from the initial PHP 1,000,000.00 to PHP 24,000,000.00.⁵⁷ Nor is it known today what person(s) or entities have controlled Platinum since incorporation in 2001.

The 1987 Constitution of the Philippines requires that only Philippines citizens or corporations with at least 60% of their capital stock owned by Filipinos are qualified to acquire land in the Philippines.⁵⁸ The Philippines Foreign Investment Act further requires that for a corporation to be considered a Philippines national, at least 60% of its capital stock outstanding and entitled to vote must be owned and held by citizens of the Philippines.⁵⁹

Whenever facts or circumstances create doubt as to whether the ownership of 60% of a corporation is truly Filipino, Philippines Securities and Exchange Commission case law has held that a stringent examination of the true ownership of the voting stock of the subject corporation and of the true ownership of the voting stock of all successive layers of corporate ownership should be conducted. The application of this stringent standard is known as the “Grandfather Rule.”⁶⁰

Serious doubts are therefore raised about the actual Filipino equity of Eagle I, because of the appearance that Eagle I and Eagle II were created purposely to “...circumvent the constitutional restriction on foreign ownership of land.”⁶¹ Lazaro bases this assertion on its conclusion that “...Platinum appears to be merely a shell corporation used to satisfy the Filipino equity requirement.”⁶² Application of the Grandfather Rule would therefore be appropriate.

Applying the Grandfather Rule, Lazaro calculates the true percentage of Filipino versus foreign equity in Eagle I as illustrated in the following table.⁶³

⁵⁶ Ibid, p. 2. [See Appendix]

⁵⁷ Ibid, pp. 5-6. [See Appendix]

⁵⁸ Ibid, p. 8. [See Appendix]

⁵⁹ Ibid, pp. 9-10. [See Appendix]

⁶⁰ Ibid, pp. 11-14. [See Appendix]

⁶¹ Ibid, p. 14. [See Appendix]

⁶² Ibid, pp. 14-15. [See Appendix]

⁶³ Ibid, p. 15. [See Appendix]

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Shareholder	Direct	Indirect	Total Filipino investment in Eagle I	Total Foreign investment in Eagle I
Aruze USA	40% of Eagle I	24% (40% of 60% total holdings of Eagle II in Eagle I)		64%
Platinum*		36% (60% of 60% total holdings of Eagle II in Eagle I)	36%	

*As noted above, Platinum has failed to file its annually required GIS with the Philippine SEC since its inception in 2001. The calculations in the above table prepared by Lazaro assume the “best case” scenario (for Platinum), i.e., that it is a truly 100% Filipino-owned corporation. If Platinum’s actual Filipino ownership is less than 100%, then the percentage of Filipino investment in Eagle I would be correspondingly even less than calculated in the table.

Lazaro concludes that “...the foregoing shareholder structure appears to have been formulated by the parties as a legal scheme to justify the qualification of Eagle I to own real estate properties. The scheme employed...gives Aruze USA, Inc....a convenient vehicle to justify its ownership...in circumvention of the constitutional restriction on the foreign ownership of land.”⁶⁴ Lazaro goes on to conclude that the apparent shareholder structuring scheme outlined above may also constitute a violation of Commonwealth Act No. 108, commonly known in the Philippines as the “Anti-Dummy Law.”⁶⁵ If convicted of a violation of this law, stockholders of Platinum and of Aruze USA, Inc. who profited from the scheme would face a sentence of imprisonment of not less than five years nor more than fifteen years.⁶⁶

From the foregoing discussion, there is substantial evidence and credible legal opinion indicating that the ownership structure of Eagle I and Eagle II may subject Mr. Okada, along with his associates and companies, to civil as well as criminal sanctions under Philippine law.

⁶⁴ Ibid, p. 16. [See Appendix]

⁶⁵ Ibid, pp. 16-17. [See Appendix]

⁶⁶ Ibid, p. 17. [See Appendix]

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3. Apparent FCPA Violations Regarding Philippine PAGCOR Officials at Wynn Resort Properties

FSS has reviewed records of the Aruze City Ledger Account, through which Mr. Okada and Universal charge expenses for lodging, entertainment and other incidentals incurred at Wynn Resorts facilities against funds deposited into the account by Universal, and available underlying documentation furnished by Wynn Resorts management. The table below highlights thirty-six (36) separate instances, from May, 2008, through June 2011 (more than a three (3) year period), when Mr. Okada, his associates and companies made payments exceeding US 110,000, which directly benefitted senior PAGCOR officials, including two chairmen and their family members.

Name	Relationship to PAGCOR/Phil. Gov't.	Location(s) and Date(s) of Stay(s)	Total Charged to Aruze City Ledger Account (in US)
Efraim C. Genuino	Former PAGCOR Chairman (February 2001 to June 30, 2010)	WM June 6-9 2010	1,870.64
Cristino L. Naguiat Jr.	PAGCOR Chairman (July 2, 2010 to Present)	WM Sep 22-26 2010	See Suzanne Bangsil ⁶⁷
		WLV Nov 15-20 2010	5,380.86
		WM June 6-10 2011	3,909.80
Dinner (Naguiat Party)	Chairman (PAGCOR)	WM Sep 24 2010 (Hosted by and charged to Kazuo Okada)	1,673.07
Maria Teresa Socorro Naguiat	Wife of PAGCOR Chairman Cristino L. Naguiat Jr.	WM June 6-10 2011	1,039.31
Suzanne Bangsil ⁶⁸	Wife of Rogelio Bangsil, PAGCOR	WM Sep 22-26 2010	50,523.22
Jose Miguel	Husband of former	WLV Nov 12-17	4,642.40

⁶⁷ Chairman Naguiat did not identify himself and Mr. Okada's representatives insisted that his stay there be "Incognito." Accordingly, the bulk of the charges for the trip are reflected on the City Ledger Account as attributable to "Suzanne Bangsil," the wife of Rogelio Bangsil, a senior PAGCOR official and Chairman Naguiat's employee. However, interviews, photo identifications and documentary evidence clearly establish that Chairman Naguiat was the "Incognito" guest and the direct beneficiary of these payments.

⁶⁸ Investigation has in fact determined that Chairman Naguiat was registered as an "Incognito" VIP guest under Suzanne Bangsil's reservation. Therefore, this US 50,523.22 was paid for Chairman Naguiat's benefit.

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"Mike" Arroyo	Philippines President Gloria M. Arroyo (Jan 20 2001 – June 20 2010)	2009	
Imelda Dimaporo	PAGCOR Board Member	WM June 8-10 2010	891.44
Philip Lo	PAGCOR Board Member	WLV April 29 2009 – May 3 2009	1,755.25
Manuel Roxas	PAGCOR Board Member	WLV April 2009 ⁶⁹	253.75
		WLV April 29 2009 – May 3 2009	1,686.95
Susan Vargas	PAGCOR Board Member	WM June 8-10 2010	480.17
Jose Tanjuatco	PAGCOR Board Member (July 19 2010 to Present)	WLV Nov 15-18 2010	2,148.57
Rogelio J. B. Bangsil	Officer in Charge of PAGCOR Gaming Department	WM Sep 24-26 2010	1,149.04
		WM June 6-12 2011	2,955.23
Rodolfo Soriano	PAGCOR Consultant	WM June 3-7 2008	1,186.08
		WLV Nov 12-17 2009	4,228.00
		WM June 7-10 2010	1,104.06
		WM Aug 18 2010	368.06
Olivia Soriano	Relative of Rodolfo Soriano	WLV May 2008	975.55
Anthony F. "Ton" Genuino ⁷⁰	Son of Efraim C. Genuino; Mayor of Los Baños (2010 to Present)	WLV Sep. 2008	2,386.26
		WLV Oct 2008	2,326.49
Rafael Francisco	PAGCOR COO and President	WLV Nov 12-17 2009	4,360.16
		WM June 7-11 2010	935.21

⁶⁹ When the "Dates of Stay" in this table were not readily available, the month and year that the charges were entered in the City Ledger Account are used.

⁷⁰ See PAGCOR Referrals (Anthony Genuino is named as a respondent). [See Appendix]

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Emelio Marcello	PAGCOR Consultant	WLV Nov 12-17 2009	1,181.60
		WM June 7-9 2010	471.51
Carlos Bautista	PAGCOR VP Legal	WM June 6-10 2010	1,049.69
Mario Cornista	PAGCOR Consultant	WM June 7-9 2010	600.02
Rene Figueroa	PAGCOR Executive VP	WM June 7-10 2010	646.76
Ernesto Francisco	PAGCOR Executive Committee and Casino General Manager	WM June 7-10 2010	797.17
Edward King	PAGCOR VP Corporate Communications	WM June 7-10 2010	767.71
Transportation	PAGCOR Delegation	WM Aug 2010	462.42
Jeffrey Opinion	Member of Naguiat Party	WM Sep 24-26 2010	906.61
Ed de Guzman	PAGCOR Executive Committee, AVP Slots	WM Jun 6-12 2011	3,421.79
Gabriel Guzman	Probable relative of Ed de Guzman (had adjoining room)	WM Jun 6-12 2011	1,391.71
(Thadeo) Francis P. Hernando ⁷¹	PAGCOR VP, Licensed Casino Development Dept.	WM Jun 8-10 2011	709.72
TOTAL			110,636.36

The total in the above table represents charges from the Aruze City Ledger Account that are readily identifiable as incurred directly by officials and consultants of PAGCOR,⁷² their family members and close associates, including Jose Miguel Arroyo, the then-First Gentleman of the Republic of the Philippines, husband of Philippine President Gloria Arroyo. Through a review of the Aruze City Ledger Account for statement periods March 2008 through November 2011, FSS has calculated that total charges to the account for that period, attributable to

⁷¹ This is the same PAGCOR official who denied the FSS request for documents in December 2011, including a copy of the Provisional License Agreement. See footnote 31.

⁷² In order to establish the PAGCOR affiliation of some of the individuals listed in this chart, various sources were consulted, including the PAGCOR website, internet news articles and the PAGCOR Referrals.

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PAGCOR officials, employees, consultants, their associates and family members, exceed USD 110,000.⁷³

FSS investigators interviewed members of the Wynn Macau management team, who furnished the following relevant information regarding a visit to that property in September 2010 by then and current PAGCOR Chairman and CEO Cristino L. Naguiat, Jr., his wife, three children, nanny and other PAGCOR officials, whose four-day stay at Wynn Macau was paid for via the Aruze City Ledger Account:

- September 20, 2010: Yoshiyuki Shoji of Universal, in an e-mail to Angela Lai of Wynn Macau, requests reservations for “Rogelio Bangsil (Guest Representative) & Others.” Mr. Shoji requests Encore Suite or “more gorgeous room, such as Villa,” and “the best butler” for unnamed person in group, who is “VIP for Universal.” Mr. Shoji states that guests other than Bangsil should not be registered, that all charges should be posted to Universal’s City Ledger,⁷⁴ and that “Mr. Okada would like them to experience the best accommodations and services at Wynn Macau.”⁷⁵ The communication makes no reference to PAGCOR or the government affiliation of the guests.
- September 20, 2010: In an e-mail to Wynn Macau President Ian Coughlan and others, Ms. Lai informs Mr. Coughlan of the reservation and that checks of websites indicate that Mr. Bangsil is in charge of PAGCOR’s gaming department.⁷⁶
- September 20, 2010: In an e-mail to Mr. Shoji, Ms. Lai advises that Wynn Macau is checking on availability of the requested upgrade and that Macau law requires that all room occupants be registered, and requests that all guest names be furnished in advance of or at the time of registration.⁷⁷
- September 22, 2010: In an e-mail to Wynn Macau President Ian Coughlan, Wynn Macau Senior Vice-President – Legal Jay M. Schall advises Mr. Coughlan of

⁷³ See City Ledger Account. [See Appendix]

⁷⁴ When Mr. Shoji set up the City Ledger Account for Mr. Okada in 2008, he asked whether the customer name and amount paid would be made public. He was advised that such information would not become public. Email response from Kim Sinatra to Shoji, dated February 8, 2008. [See Appendix]

⁷⁵ E-mail from Y. Shoji to A. Lai, September 20, 2010 [See Appendix]; interview of A. Lai, January 4, 2012.

⁷⁶ E-mail from A. Lai to I. Coughlan, September 20, 2011 [See Appendix]; interview of A. Lai, January 4, 2012; interview of I. Coughlan, December 29, 2011. It should be noted that according to an article in Manilatimes.net, published February 2, 2012, Rogelio Bangsil has recently been transferred to the PAGCOR international marketing department after a probe that found the government losing PHP 160 million in government run casinos to a Mr. Liu. [See Appendix]

⁷⁷ E-mail from A. Lai to Y. Shoji, September 20, 2010 [See Appendix]; interview of A. Lai, January 4, 2012.

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PAGCOR's 100% government ownership and of Mr. Bangsil's position there. He writes "Bangsil, the guest of Mr. Okada, is a top five (if not 3) officer."⁷⁸

- September 22, 2010 (14:00): Wynn Macau sends 1 Rolls Royce and 1 Elgrand to the airport, along with Masato Araki, Special Assistant to Mr. Okada; and Kenichiro Watanabe, another Universal associate, to meet arriving party, who arrived on Philippine Airline Flight 352 from Manila. They return with Chairman Cristino L. Naguiat, Rogelio Bangsil and Jeffrey Opinion at 14:45.⁷⁹ Only Mr. Bangsil furnishes his name upon registration. Ms. Lai and Wynn Macau VIP Services Manager Beatrice Yeung thereafter checks PAGCOR website and identifies Chairman Naguiat's name from his picture there.⁸⁰ Ms. Yeung's log and ongoing entries refer to "[I]ncognito (Mr. Naguiat, Cristino L.)."⁸¹
- Chairman Naguiat occupies Villa 81, the most expensive accommodation at Wynn Resorts Macau (about 7,000 square feet in size, which then cost about US 6,000 per day and is mostly reserved for "high rollers").
- September 22, 2010: the Wynn Encore log book reflects "Incognito (Mr. Naguiat) stayed in Villa 81 Master Bedroom 1."⁸²
- September 23, 2010 (10:00): Mr. Araki advises Ms. Yeung that Chairman Naguiat plans to have lunch with Miss Pansy Ho at MGM.⁸³
- September 23, 2010 (14:04): Jay Schall sends an email to Wynn Macau corporate security to check Worldcheck, as a rush job, for Cristino L. Naguiat Jr., Chairman and Chief Executive Officer of PAGCOR.⁸⁴

⁷⁸ E-mail from J. Schall to I. Coughlan, September 22, 2010 [See Appendix]; interview of J. Schall, January 3, 2012; interview of I. Coughlan, December 29, 2011.

⁷⁹ Wynn Macau Manager – Encore Logbook, September 22, 2010. [See Appendix]

⁸⁰ Interviews of Beatrice Yeung, January 4, 2012 and February 1, 2012; interviews of Angela Lai January 4, 2012 and February 2, 2012.

⁸¹ Wynn Macau Manager – Encore Logbook, September 22, 2010. [See Appendix]

⁸² Ibid. [See Appendix] During subsequent visits, Chairman Naguiat was identified as "Naguiat," though he was identified during his initial visit as "incognito." The negative inference to be drawn is an attempt to hide the payment of extremely costly expenses by a corporation connected with a regulated entity. The fact that he had only recently become chairman may have been a factor in his desire to keep his identity secret.

⁸³ Miss Ho is the daughter of Hong-Kong and Macau-based businessman Stanley Ho. Though Nevada gaming regulators found Miss Ho to be a suitable business partner for MGM Mirage, see <http://www.lvrj.com/business/45462797.html>, New Jersey regulators recommended that she be found unsuitable as MGM Mirage's joint venture partner in Macau. See <http://www.newjerseynewsroom.com/state/mgm-mirage-chooses-pansy-ho-over-atlantic-city>. [See Appendix]

⁸⁴ Email from Jay Schall to Peter Barnes of Wynn Macau Corporate Security, dated September 23, 2010. [See Appendix]

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- September 23, 2010: In an e-mail to Ms. Lai, with a copy to Mr. Okada, Mr. Shoji requests that a credit of US 5,000 be extended to each person now staying at the Villa for shopping and gaming, up to a total of US 50,000. According to Mr. Shoji's email, the funds are to be advanced by Wynn Macau and charged to the Universal City Ledger account.⁸⁵
- September 24, 2010 (13:45): MOP 80,000⁸⁶ (approximately US 10,000) is advanced from the Wynn Macau main cage to a Wynn Macau VIP Services employee (no longer employed at Wynn Macau), who in turn hands the money to Masato Araki, special assistant to president of Aruze USA, based upon instructions in the above referenced e-mail to Ms. Lai. The handover of funds is witnessed by Wynn Encore manager Alex Kong. The funds are charged to the Universal City Ledger Account.⁸⁷ MOP 15,000 of this sum is used to pay for a Chanel bag that Chairman Naguiat requested be purchased for his wife.⁸⁸
- September 24, 2010 (Approximately 14:00): Mrs. Naguiat, her three children, Mrs. Bangsil and her daughter arrive at Wynn Macau.
- September 24, 2010 (15:45): Wynn Macau employees meet Mr. Okada and his assistant, Jun Yoshie, at the airport, transport them to Wynn Macau and escort Mr. Okada to room 5688.⁸⁹
- September 24, 2010 (late afternoon): Mr. Coughlan receives a phone message from Mr. Yoshie that Mr. Okada would like to speak to him. Mr. Coughlan proceeds to an area near the Wynn Encore reception desk, where he meets Mr. Yoshie and Mr. Okada. They step into the Cristal Bar to talk, whereupon Mr. Okada, with Mr. Yoshie interpreting into English, tells Mr. Coughlan that the guests [referring to

⁸⁵ E-mail from Y. Shoji to A. Lai, September 23, 2010 [See Appendix]; e-mail from B. Yeung to I. Coughlan, September 27, 2010 [See Appendix]; interview of B. Yeung, January 4, 2012; Wynn Macau Manager – Encore Logbook, September 24, 2010.

⁸⁶ MOP 80,000 was worth approximately US 9,816 at that time.

⁸⁷ Wynn Macau Manager – Encore Logbook, September 24, 2010 [See Appendix]; Wynn Macau "Miscellaneous Disbursement" record #013014, dated September 24, 2010 [See Appendix]; e-mail from B. Yeung to I. Coughlan, September 27, 2010 [See Appendix]; interview of B. Yeung, January 4, 2012; interview of Alex Kong, February 1, 2012.

⁸⁸ Wynn Macau Manager – Encore Logbook, September 24, 2010. [See Appendix]. The Chanel bag was purchased by a Wynn Macau employee as per instructions by Mr. Araki, who works for Mr. Okada. The Wynn Macau employee gave the bag, store receipt and change to Mr. Araki to deliver to Mrs. Naguiat. Later, Mr. Araki stated that Mrs. Naguiat did not like the bag so he would give it to his own wife.

⁸⁹ Wynn Macau Manager – Encore Logbook, September 24, 2010 [See Appendix]; interview of B. Yeung, January 4, 2012.

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Chairman Naguiat's party] are very important to Universal, and that Mr. Okada wants Mr. Coughlan to insure that they are well cared for during their stay.⁹⁰

- September 24, 2010 (17:00): Mr. Okada meets Chairman Naguiat (and approximately thirteen (13)) others in his party) for dinner at Okada Restaurant.⁹¹ Mr. Okada hosts the dinner and the bill for \$1,673.07 is charged to his room.
- September 25, 2010 (05:45): Wynn Macau employees meet Mr. Okada outside his room and escort him to a limousine, which transports him to the Macau Ferry Terminal for 07:00 scheduled ferry departure to Hong Kong International Airport.⁹²
- September 25, 2010: Beatrice Yeung describes in her log book "Movements – Incognito (Mr. Naguiat, Cristino L) / Mr. Bangsil, Rogelio / Mr. Opinion, Jeffrey (Mr. Okada's guests, Villa 81)."⁹³
- September 25, 2010: Mr. Araki requests a second advance of MOP 80,000 for guests in Villa 81. Ms. Yeung accompanies Mr. Araki to the Main Cage and obtains the advance for him.⁹⁴ [This makes a total of MOP 160,000 advanced for the use of Chairman Naguiat and his party and charged to the Universal City Ledger Account per Mr. Okada's orders, as relayed in Mr. Shoji's e-mail.]
- September 26, 2010 (11:10): Mr. Araki departs the Wynn Macau Encore main entrance. He hands Ms. Yeung MOP 4100, returning what he says is the remainder of the two cash advances for Chairman Naguiat's party.⁹⁵
- September 26, 2010 (13:15): Chairman Naguiat's party departs via Wynn Macau limousine to pick up Mrs. Naguiat from shopping and proceeds to the airport.⁹⁶

⁹⁰ Interviews of Ian Coughlan, January 5, 2012 and February 2, 2012.

⁹¹ Interview of B. Yeung, January 4, 2012; Wynn Macau Manager – Encore Logbook, September 24, 2010. [See Appendix]

⁹² Interview of B. Yeung, January 4, 2012; Wynn Macau Manager – Encore Logbook, September 25, 2010. [See Appendix]

⁹³ Wynn Macau Manager – Encore Logbook, September 25, 2010. [See Appendix]

⁹⁴ Interview of B. Yeung, January 4, 2012; Wynn Macau Manager – Encore Logbook, September 25, 2010 [See Appendix]; Wynn Macau "Miscellaneous Disbursement" record #013066, dated September 25, 2010. [See Appendix]

⁹⁵ E-mail from B. Yeung to I. Coughlan, September 27, 2010 [See Appendix]; Wynn Macau Manager – Encore Logbook, September 26, 2010 [See Appendix]; handwritten and signed note dated "9/26/10" with notation "MOP 4,100". [See Appendix]. The returned funds were equal to approximately US 503.07 returned out of a total of approximately US 19,632 provided.

⁹⁶ Interview of B. Yeung, January 4, 2012; Wynn Macau Manager – Encore Logbook, September 26, 2010. [See Appendix]

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- November 10, 2010: Mr. Shoji advises Mr. Coughlan in an e-mail of receipt of Wynn Macau's invoice for the late September 2010 visit, in which the Villa [for Chairman Naguiat] was charged at the amount of MOP 48,000. Mr. Shoji states that "I understand that Mr. Okada explained to you in Macau that they were our business guests and we made reservations for them and all charges are billed to our company. While some of charges [sic] will be reimbursed by them, room charges were planned to be borne by us as ordinary business expenses. Since the amount charged is too much and beyond the ordinary room charge, our company will be put in a very difficult position to give reasonable explanations if we are inquired by someone. I would appreciate if you would reconsider this matter and charge us the original rate (free upgrade to Villa) since the party directly dealing with [sic] on this matter is our company rather than the each [sic] individual guest." (Emphasis added.)⁹⁷
- On or about December 10, 2010: After e-mails and phone messages following Mr. Shoji's September 20, 2010 e-mail, Mr. Coughlan has a phone conversation with Mr. Shoji, in which he advises Mr. Shoji that, after internal Wynn Macau discussions, the final decision was that Wynn Macau would not provide the requested free upgrade for the Villa occupied during the September 2010 visit.⁹⁸

The foregoing recitation of facts surrounding the September 2010 visit of Chairman Naguiat and his party to Wynn Macau demonstrates several significant elements of that visit:

- Mr. Okada considered these guests to be very important to his company.
- An effort was made from the outset to conceal Chairman Naguiat's identity and official status, to the point of not even wanting to advise Wynn Macau management and staff.
- With Mr. Okada's knowledge, Chairman Naguiat and his family were provided with approximately US 20,000 cash to use for gaming and also shopping
- Mr. Okada's representative sought to have Wynn Resorts fund a portion of the expenses incurred by Chairman Naguiat and his party, i.e., the free upgrade to a Villa.

⁹⁷ E-mail from Y. Shoji to I. Coughlan, November 10, 2010 [See Appendix]; interviews of I. Coughlan, December 29, 2011 and January 5, 2012.

⁹⁸ Interviews of I. Coughlan, December 29, 2011 and January 5, 2012; e-mail string between I. Coughlan and Y. Shoji and others, September 20 to December 9, 2010, subject: "Invoice and Statement for September Stay." [See Appendix]

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- Mr. Okada's representative expressed apprehension about Universal being able to justify the level of expenditures in the event of future inquiries.

There is evidence that Mr. Okada personally directed the payments and gifts provided to Chairman Naguiat and his family during their luxury stay at Wynn Macau's most expensive accommodation in September 2010. On October 5, 2010, Mr. Araki sent an email to Wynn Macau in order to arrange for a "second group of PAGCOR" checking into Wynn Macau on October 8, 2010. Clearly referring back to Chairman Naguiat's stay less than two weeks earlier, Mr. Araki writes: "Our Chairman Okada once again instructed us to take care of the group, but not like last time meaning that we will not take care of their room charges and others." (Emphasis added). Mr. Araki, who worked for Mr. Okada and personally supervised Chairman Naguiat's luxury stay at Wynn Macau, appears to confirm Mr. Okada's personal knowledge and control of the payments for Chairman Naguiat.⁹⁹

It is significant to note that the leadership of PAGCOR, which is appointed by the President of the Republic of the Philippines, changed effective June 30, 2010, when Benigno S. Aquino III assumed office as President of the Republic of the Philippines, succeeding Gloria M. Arroyo. Former PAGCOR Chairman Efraim C. Genuino, an Arroyo appointee, left office effective June 30, 2010, and Cristino L. Naguiat, Jr., President Aquino's appointee, assumed the position of Chairman and CEO of PAGCOR on July 2, 2010.

A review of the Aruze City Ledger Account records reveals that, after June 30, 2010, there are no charges attributed to Mr. Genuino or any of his family members who collectively had three (3) separate stays at Wynn resorts (Macau or Las Vegas) while Mr. Genuino was PAGCOR Chairman.¹⁰⁰ Conversely, the Aruze City Ledger Account reflects charges for Chairman Naguiat, his family, and key PAGCOR staff from Chairman Naguiat's "new" administration only after Naguiat became PAGCOR Chairman. This sequence is evidence that the hosting of these persons at Wynn Resorts, and payments made for them through the Aruze City Ledger Account, are solely related to PAGCOR, the Philippines government agency in charge of licensing and regulating Mr. Okada's business interests.

It is also clear that, having already received approval from PAGCOR in 2008 for a Provisional Licensing Agreement to develop a gaming business in the Philippines, Mr. Okada had a strong and continuing motive through 2010 and beyond to maintain favorable relations with the Chairmen and senior officials of PAGCOR. As previously noted, PAGCOR's primary governmental mission is regulating gaming businesses in the Philippines. Mr. Okada's project in Entertainment City Manila was prominently featured in PAGCOR's annual reports for

⁹⁹ Email from Matt Araki to Beatrice Yeung dated October 5, 2010. [See Appendix]

¹⁰⁰ The sole exception identified, Rodolfo Soriano, Jr., is listed on the Aruze City Ledger Account as having a single room charge on August 18, 2010. [See Appendix]

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2008,¹⁰¹ 2009¹⁰² and 2010.¹⁰³ The 2010 Annual report features photos and messages from Chairman Naguiat, and several other members of the new PAGCOR leadership. The 2010 Annual report makes it clear that two of the proponents, Bloomsbury and the SM Consortium, are constructing their resorts and are expected to complete their first phase within 2014. The other two proponents (one of which is Tiger, the provisional licensee for Mr. Okada's casino project) are in the initial design stages and are expected to break ground in 2012.

The continuing coverage of Mr. Okada's Manila Bay Resorts project in PAGCOR's annual reports indicates that PAGCOR's interest in and oversight of this project did not stop with the granting of the Provisional Licensing Agreement in 2008. Indeed, the very nature of the Provisional Licensing Agreement requires continued oversight by PAGCOR officials. As Lazaro advised, the Provisional Licensing Agreement was issued in relation to the "Bagong Nayong Philipino Manila Bay Tourism City" project, which is also referred to as "PAGCOR City." PAGCOR City is envisioned to be a Las Vegas-style gaming and entertainment complex. The project was designed to attract proponents with established experience in the hotel and gaming business. PAGCOR released the "Terms of Reference," which detailed a list of requirements to which project proponents must conform in order to qualify for a PAGCOR license to operate within PAGCOR City.

The "Terms of Reference" section provides, in pertinent part, a mandatory Minimum Investment of US 1 Billion, consisting of both equity and debt, and the submission of an associated Project Implementation Plan within 120 days from signing of the Provisional License and approval by PAGCOR (Paragraph 4, Section II, Terms of Reference). Furthermore, within 30 days of signing of the Provisional License, proponents are required to submit a Performance Assurance Bond in the amount of PHP 100 Million to guarantee the completion of the project (Paragraph 8, Section II, Terms of Reference). Within 15 days of signing of the Provisional License, proponents are also required to open an Escrow Account (with an initial deposit of at least US 100 Million) through which funds for the project will pass. This Escrow Account must maintain a balance of at least US 50 Million. (Paragraph 9, Section II, Terms of Reference).

Specifically, paragraph 13 of the Terms of Reference states the following in relation to achieving a regular, non-provisional, Casino Gaming license:

¹⁰¹ PAGCOR 2008 Annual Report, pp. 12-18, viewed January 25, 2012 at <http://www.pagcor.ph/annual-reports/annual-2008/pagcor-annual-report-2008.html>. [See Appendix]

¹⁰² PAGCOR 2009 Annual Report, pp. 16-19, viewed January 25, 2012 at <http://www.pagcor.ph/annual-reports/annual-2009/pagcor-annual-report-2009.html>. [See Appendix]

¹⁰³ PAGCOR 2010 Annual Report, pp. 24-26, viewed January 25, 2012 at <http://www.pagcor.ph/annual-reports/annual-2010/pagcor-annual-report-2010.html>. [See Appendix]

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“13. Issuance of License

A Provisional License will be issued to the winning proponent effective for the duration of the project development period and shall not exceed the approved completion date of the whole project.

The Regular Casino Gaming License will be issued upon completion of the Project and upon approval by PAGCOR of the report detailing the actual total cost of the Project to ensure the proponent's compliance with the approved project cost based on the Project Implementation Plan. The term of the License shall not exceed the term of PAGCOR as specified in RA 9487.

No sub-license will be issued nor allowed.” (Emphasis added.)

Thus, a Regular Casino Gaming License will be issued by PAGCOR upon (1) completion of the Project and (2) compliance with the approved project cost as approved by PAGCOR, based on the previously submitted Project Implementation Plan, including all other conditions as may be stipulated in the Provisional License Agreement.¹⁰⁴ Clearly, PAGCOR maintains an active regulatory role over gaming businesses after the issuance of a provisional gaming license. An operator who has already been granted a provisional license, therefore, would have a powerful business incentive to maintain favorable relations with PAGCOR's Chairman and senior leadership.¹⁰⁵

Finally, the PAGCOR officials with whom FSS spoke in December 2011 indicated that, upon “taking over” from the Genuino Administration in 2010, they conducted a review of previously granted gaming licenses to ensure that all issuance decisions had been done properly, indicating that the Naguiat Administration was exercising close review in monitoring of all licensees, including Mr. Okada.

¹⁰⁴ See research of Michelle Lazaro as expressed in her email dated January 30, 2012 to Mike McCall; See also “Terms of Reference” that were attached to the email. [See Appendix]

¹⁰⁵ A recent example of the extent of PAGCOR's continuing oversight of gaming operators can be found in the August 2011 issue of *Inside Asian Gaming* magazine. An article therein reported on claims by gaming operator Thunderbird Resorts, Inc. (“Thunderbird”) that PAGCOR had unlawfully attempted to force Thunderbird, through various allegedly selective enforcement actions, to renegotiate the revenue sharing agreement it had signed with the previous PAGCOR leadership under Mr. Genuino. See “Ball of Confusion,” dated August 10, 2011, *Inside Asian Gaming*, online edition, viewed January 26, 2011 at <http://www.asgam.com/features/item/1238-ball-of-confusion.html>. In the September 2011 issue, PAGCOR responded by making reference to various regulatory or enforcement functions it had been carrying out with regard to Thunderbird's casinos, up through the time that the dispute became heated. Among the functions mentioned were “resident monitoring teams” in Thunderbird casinos to “...guarantee the fair conduct of games...” as well as PAGCOR's serving of a notice of closure to Thunderbird in response to the disputed issues. See “Philippines Gaming Regulation—The Untold Story”, dated 23 September 2011, *Inside Asian Gaming*, online edition, viewed January 26, 2011. [See Appendix]. These statements by PAGCOR clearly indicate that PAGCOR maintains active regulatory monitoring of licensed gaming businesses in the Philippines and claims the authority to close down licensed operators.

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Mr. Okada's hosting and payments on behalf of PAGCOR Chairman Naguiat and his family at Wynn Macau, was most likely related to Mr. Okada's business interests in the Philippines, and would therefore constitute a prima facie violation of the FCPA both by Mr. Okada as well as by Aruze USA, Inc.

4. Possible Pattern of FCPA Violations Regarding Korean Government Officials

As stated previously, in recent years, Mr. Okada has been pursuing development of a resort complex in the Incheon Free Economic Zone in the Republic of Korea. Jong Cheol Lee, the Commissioner of the Incheon Free Economic Zone Authority, and apparently an Incheon government official, announced the signing of a Memorandum of Understanding on approximately October 27, 2011, between the Incheon Free Economic Zone ("IFEZ") and Okada Holdings Korea to develop a casino resort near the Incheon International Airport.¹⁰⁶

A review of the Aruze City Ledger Account disclosed charges paid for Jong Cheol Lee and other guests of his party at Wynn Las Vegas and Wynn Macau for the period November 2010 to June 2011. Registration documents provided by Wynn Resorts disclosed annotations for Mr. Lee and three other guests, indicating: "Share with Incheon Free Economic Zone." According to the Aruze City Ledger Account, the following amounts were paid for government Lee and his party:

Name	Relationship to Incheon Free Economic Zone	Location and Date of Stay	Total Charged to Aruze City Ledger Account
Jong Cheol Lee	Commissioner	WLV Nov 16-18 2010	1,597.16
		WM June 2011	1,134.55
Woo Hyeung Lee	Unknown	WLV Nov 16-18 2010	843.89
		WM June 2011	1,083.22
Min Yong Choi	Unknown	WLV Nov 16-18 2010	507.50
Ki Dong Hur	Unknown	WLV Nov 16-18 2010	779.20
TOTAL PAID			5,945.52

These payments made for and on behalf of possible Korean government officials may be part of a continuing pattern by Mr. Okada and his associates to commit prima facie violations of the

¹⁰⁶http://english.visitkorea.or.kr/enu/bs/tour_investment_support/pds/content/cms_view_1516066.jsp?gotoPage=&item=&keyword=, viewed January 14, 2012 [See Appendix]. <http://blog.daum.net/ikoreatimes/60>, viewed January 14, 2012. [See Appendix]

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FCPA. However, further investigation is required in order to determine (i) the nature of Mr. Okada's relationship with these guests; (ii) whether these guests actually had a government affiliation at the time of their 2010 visits to Wynn Las Vegas and Wynn Macau; and, (iii) the status of Mr. Okada's gaming initiative in Korea.

5. Mr. Okada's Continuing Refusal to Receive Wynn Resorts mandated FCPA Orientation Training and to Acknowledge Wynn Resorts Code of Conduct

Mr. Okada's apparent practice and pattern of committing prima facie violations of the FCPA must also be reviewed in the context of his ongoing and likely future conduct as a majority shareholder and director of Wynn Resorts. Since August, 2011, Mr. Okada has failed to make himself available for requisite Wynn Resorts Board of Directors training regarding the FCPA and compliance. Not only has every other board member accepted and received such training, but attempts to accommodate Mr. Okada (including Japanese translation of the FCPA training materials and telephonic availability for the training) have failed.

Moreover, since August 2011, Mr. Okada has also failed even to acknowledge in writing Wynn Resorts Code of Business Ethics and Wynn Resorts Policy regarding Payments to Government Officials. Mr. Okada's continuing failure to perform this requisite review and agreement to comply with Wynn Resorts Ethics and anti-bribery rules and regulations create risk to Wynn Resorts and its board. Such non-compliance by Mr. Okada also suggests that he intends to continue his apparent practice and pattern of making FCPA prohibited payments on a going-forward basis. Any such future conduct would substantially enhance the risks to Wynn Resorts and compromise Mr. Okada's fiduciary duties to Wynn Resorts.

On August 5, 2011, Cheryl Palmer, the executive assistant to Kevin Tourek, sent out an email memorandum on Mr. Tourek's behalf to all board members stating that per compliance policy requirements, all members must acknowledge in writing on an annual basis having reviewed (and agreeing to comply with) two separate documents: (1) the Company's Code of Business Ethics and (2) Policy Regarding Payments to Government Officials.¹⁰⁷ A copy of the form was attached to the email, as was a copy of both the Code and the Policy. The email asked for the executed form to be returned prior to August 26, 2011. All of the members of the board, except for Mr. Okada, returned a signed copy of the acknowledgement. Mr. Okada was reminded, via emails to his representatives on a number of occasions,¹⁰⁸ as well as via a letter from Kevin Tourek, dated November 2, 2011, to provide an executed copy of the

¹⁰⁷ See email from Cheryl Palmer dated August 5, 2011. [See Appendix]

¹⁰⁸ See emails contained in email from Kevin Tourek to Robert Shapiro, Esq., dated October 24, 2011. [See Appendix]

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acknowledgement form no later than November 15, 2011.¹⁰⁹ Mr. Okada failed to meet this deadline and, as of the date of this report, has yet to provide a signed copy of the form.¹¹⁰

In addition to his failure to return the fully executed Code of Business Conduct and Ethics and the Policy Regarding Payments to Government Officials Acknowledgment Form, which, as previously indicated, was sent out in August of 2011, Mr. Okada has yet to return a secondary acknowledgement form that was attached to the annual Directors' & Officers' Questionnaire ("D&O Questionnaire"). This form was sent out to each member of the board of directors on January 9, 2012, as part of the overall D&O Questionnaire packet.¹¹¹ The packet contained instructions to "sign where indicated by the *sign here tabs*" and asked that the 2012 D&O Questionnaire be returned in its entirety on or before January 27, 2012. The two places that required Mr. Okada's signature were (1) on page 26 of the D/O Questionnaire itself, and (2) on page 50 on the separate Code of Business Conduct and Ethics Acknowledgment Form that was part of the overall D&O Questionnaire packet. Though Mr. Okada returned the signature page (page 26) of the D&O Questionnaire itself on January 27, 2012,¹¹² (which was confirmed to FSS on February 7, 2012), the fact that he has yet to return the separate Code of Business Conduct and Ethics Acknowledgment Form (which he has unequivocally pledged to do by virtue of signing on the signature page of the D&O Questionnaire) is telling and is consistent with his refusal to provide an executed copy of the Code of Business Conduct and Ethics and the Policy Regarding Payments to Government Officials Acknowledgment Form that was sent to him in August of 2011. Though Wynn Resorts did not send to Mr. Okada the Code of Business Conduct and Ethics and the Policy Regarding Payments to Government Officials attached to the D & O Questionnaire in Japanese language versions, which they did previously with respect to the code and policy sent out in August of 2011 after a request by Mr. Okada's attorney, Mr. Okada has never previously requested that the D & O Questionnaire itself be translated into Japanese. Mr. Okada was again reminded of his obligation to return the separate Code of Business Conduct and Ethics Acknowledgment Form (page 50 of the D&O Questionnaire packet) in an email from Roxane Peper to Mr. Okada's assistant, Takashi Matsui, on January 31, 2012.¹¹³ A copy of the form was attached to the email for Mr. Okada's convenience. This form remains outstanding.

¹⁰⁹ See letter from Kevin Tourek to Mr. Okada, dated November 2, 2011. [See Appendix]

¹¹⁰ In a letter dated December 1, 2011 to Robert Shapiro, Esq., outside counsel for Wynn Resorts, Gidon Caine, Esq., counsel for Mr. Okada, explained that the reason Mr. Okada did not sign the acknowledgment form was due to the fact that the materials had not been translated into Japanese. As of the date of submission of this Report, Mr. Okada has not yet submitted a signed copy of the acknowledgment form despite being provided with the requested translations, which were attached to a letter sent via email dated December 27, 2011 from Jeffrey Soza to Gidon Caine. [See Appendix]

¹¹¹ See Memorandum from Kim Sinatra to Board of Directors and Officers of Wynn Resorts, Limited, dated January 9, 2012, and 2012 Director's & Officers Questionnaire attached thereto. [See Appendix]

¹¹² See email from Takashi Matsui to Roxane Peper, dated January 27, 2012. [See Appendix]

¹¹³ See email from Roxane Peper to Takashi Matsui, dated January 31, 2012. [See Appendix]

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On February 1, 2012, Barry Brooks, one of Mr. Okada's attorneys, contacted Kevin Tourek, senior vice president and general counsel with Wynn Resorts, via email regarding "address[ing] the request, forwarded to Mr. Okada under cover of a memorandum from Mr. Wynn, that Mr. Okada execute and return to Wynn Resorts, Ltd. ("Wynn Resorts") a form of acknowledgment ("Acknowledgment") in regard to the Wynn Resorts Code of Business Conduct and Ethics (the "Code"). Most importantly, I wanted to emphasize that Mr. Okada agrees, with a deep sense of commitment, with the principles set out in the Code and agrees that it is in the best interest of Wynn Resorts and its shareholders that he, as a director, be a leader in observing and advocating for those principles. Also, and in any case, Mr. Okada believes that the requirements of the Code, and the spirit of those requirements, are keys to the future success of Wynn Resorts."¹¹⁴ In a follow-up phone call to that email, Mr. Brooks and Mr. Tourek discussed the ramifications of Mr. Okada not signing the policy, the possibility of interpretation issues, and concerns over whether Mr. Okada may have any conflict of interest issues. Mr. Brooks also asked for a copy of the D & O Questionnaire.¹¹⁵

6. Mr. Okada, his associates and companies, Universal have pursued independently a casino gambling development in the Philippines since 2008.

FSS interviewed Mr. Okada on February 15, 2012 and the results of that interview are set forth more fully in Section VI.¹¹⁶ In this interview, Mr. Okada asserted that all his efforts in the Philippines prior to the change of presidential administration in the summer of 2010 were undertaken on behalf of and for the benefit of Steve Wynn and Wynn Resorts, and that he only undertook to develop a gaming business in the Philippines independently subsequent to the change of presidential administrations.

On December 20, 2007, Aruze Corp. issued a press release entitled "Business Realignment and Future Business Development." The press release stated the following:

"The Company looks to acquire the licenses necessary to operate a casino resort in the Asian region, including Macau, and to commence operation of a casino resort on its own over the next business year. . . . For this know-how, which is vital from a management perspective, the Company intends to enlist the full cooperation of Wynn Resorts, Limited's Steve Wynn in its future pursuits regarding this project. For the purpose of successfully operating a casino resort in the Asian Region on an independent basis, the Company has received agreement from Steve Wynn that he will supply all necessary support, including active personal exchange with Wynn Resorts, Limited...."¹¹⁷ (Emphasis added.)

¹¹⁴ See email from Barry Brooks to Kevin Tourek, dated February 1, 2012. [See Appendix]

¹¹⁵ See email from Kevin Tourek to Kim Sinatra, dated February 2, 2012. [See Appendix]

¹¹⁶ Statements attributed to Okada during the February 15, 2012 interview are based on FSS' contemporaneous notes.

¹¹⁷ See JASDAQ press release for Aruze Corp., dated December 20, 2007, entitled "Business Realignment and Future Business," available at: http://www.universal-777.com/en/ir/releases/2007/20071220_e.pdf. [See Appendix]

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On April 25, 2008, Aruze Corp. issued another press release entitled “Casino Project in the Philippines.” This press release stated the following:

“As announced in its ‘Business Realignment and Future Business Development’ press release issued December 20, 2007, ARUZE GROUP seeks to commence the operation of a casino resort in the Asian region, which shall be conducted independently by ARUZE CORP. . . . Out of the above mentioned elements, where essential management-based know-how is concerned, the Company intends to proceed with the project under the full guidance of Wynn Resorts, Limited’s Steve Wynn.”¹¹⁸ (Emphasis added.)

The press release identifies the location of the planned casino as a plot of land adjacent to “Bagong Nayong Pilipino Manila Bay Tourism City.”

The language in the press releases suggest that Universal’s intentions from the inception of the project were to develop a gaming business independently, and not for the benefit of Steve Wynn or Wynn Resorts.

7. Mr. Okada has stated that Universal paid expenses related to then-PAGCOR Chairman Genuino’s trip to Beijing during the 2008 Olympics.¹¹⁹

Mr. Okada was asked during his interview whether he met then-PAGCOR Chairman Genuino in Beijing during the 2008 Olympics. Mr. Okada stated that Universal’s President Tokuda made the arrangements for Chairman Genuino to travel to the Olympics. Mr. Okada explained that Mr. Tokuda was involved with the setting of the travel itinerary. When Mr. Okada was asked if the travel arrangements were “paid by Universal,” Mr. Okada responded “not 100% perhaps there were people certainly not all but I’m not familiar with the details.” Mr. Okada was then asked “To your knowledge, did Universal pay any of the associated costs of any of the travel of Mr. Genuino?” Mr. Okada answered “I don’t know whether or not the travel expense was paid by them. My understanding is that there was a certain amount of personal monies being spent from the attendees and participants including Chairman Genuino but I do not know details regarding this.” Mr. Okada was then asked “But is it your knowledge that some of those expenses were paid by Universal?” Mr. Okada answered: “Regarding the individual payment of personal monies, whether before or after, it was Universal that put together all of the expenses.”

Mr. Okada then explained that since Mr. Okada was previously invited to “one of the islands in the Philippines so in return well we decided that we would decide to do this in turn so I too would invite them as well. There was a time from where we had that understanding now that I recall. So I may have asked Mr. Tokuda to include this person [Genuino] as well.” The

¹¹⁸ See JASDAQ press release for Aruze Corp., dated April 25, 2008, entitled “Casino Project in the Philippines,” available at: http://www.universal-777.com/en/ir/releases/2008/20080425_e_pr2.pdf. [See Appendix]

¹¹⁹ Attributions from Mr. Okada’s interview are based on FSS contemporaneous notes.

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following question was then asked: “If there was a time that Genuino has invited you to the Philippines and in return for that you may have invited him or had some knowledge that Universal paid some of his expenses when he came to Beijing?” Mr. Okada responded: “I don’t like to be invited more than what is necessary because that would mean that I am vulnerable and I don’t like that. I was told that it was paid for and he insisted so I remember he had to be paid for in this way. So I remember that Mr. Tokuda said he should be included as well. I remember thinking that I had to return this in some way so I may have made that decision based on that memory.” (Emphasis Added).

Later in the interview, Mr. Okada stated that Chairman Genuino appeared to have a “few people” with him at the Olympics and, “I asked my staff why wasn’t he around and then my people said Mr. Genuino had a few people accompany him and he met with them to go shopping and once I heard that I do not recall now but again I don’t have a clear recollection of his whereabouts.”

VI. Summary of Mr. Okada’s February 15, 2012 Interview¹²⁰

Mr. Okada had four lawyers present over the course of the interview, including a Japanese interpreter/associate. Mr. Okada was given a full opportunity to answer all questions. He attended the interview voluntarily and at the end he was asked whether he wanted to explain anything else.

A. Apparent FCPA Violations regarding Philippine PAGCOR officials.

1. Mr. Okada admitted going to Macau on or about September 24 2010 to meet with PAGCOR chairman Naguiat at Wynn Macau. Mr. Araki called Mr. Okada on either September 24 or 23 to advise that Chairman Naguiat was at Wynn Macau.
2. Mr. Okada stated he flew to Macau from Japan for the sole reason of meeting Chairman Naguiat.
3. Mr. Okada stated the purpose of Chairman Naguiat’s visit to Wynn Macau was for business – as a new PAGCOR Chairman, Naguiat wanted to better understand the casino business. Mr. Okada stated that a number of his Universal employees, including Araki, were at Wynn Macau in order to assist Chairman Naguiat in this regard.
4. Mr. Okada stated that when he got to Wynn Macau he asked to see Ian Coughlan, Wynn Macau CEO.
5. Mr. Okada asked to see and met with Ian Coughlan at Wynn Macau but denied telling Coughlan that the guests were Universal VIPs and that they should be treated well.

¹²⁰ Certain sections of the report below are presented in an abbreviated form. See the attached notes of Mr. Okada’s interview for a more expansive description. [See Appendix]

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6. Mr. Okada emphatically denied saying this and related that there is no way he would have said something to that extent regarding special care: “I would have said this is a person with a position with PAGCOR, I would have said be normal and don’t do anything out of the ordinary.”
7. Mr. Okada stated he attended a dinner for approximately ten (10) people at Wynn Macau and that Chairman Naguiat also attended.
8. Mr. Okada stated that either Araki, Shoji or Universal paid for the dinner
9. Mr. Okada said that he did not know whether any other PAGCOR officials attended the dinner.
10. Mr. Okada stated that he and Naguiat did not discuss any business at the dinner which would have been rude.
11. Mr. Okada stated that he believed Naguiat’s wife was present at the dinner but that he was not introduced to her.
12. Mr. Okada stated he left early the next morning.

B. Mr. Okada’s Knowledge of and Response to Chairman Naguiat’s September 2010 stay

1. Mr. Okada stated that sometime after September 2010 he learned from Universal President Tokuda that the cost of Chairman Naguiat’s stay at Wynn Macau exceeded reasonable entertainment expenses.
2. Mr. Okada learned about the excessive September 2010 expenses from Takuda about three or four months after the events when the bills would come up.
3. Mr. Okada stated that he was never told the cost of Chairman Naguiat’s Wynn Macau stay nor did he ask anybody that question.
4. Mr. Okada stated that he understood that Chairman Naguiat had stayed in the most expensive accommodation at Wynn Macau. But he said “I heard later on that he was in one of the more expensive rooms. I heard this in the context of it would be a problem regarding our corporate policy....”
5. Mr. Okada stated that Chairman Naguiat’s wife was present at Wynn Macau. Mr. Okada did not know if his children were present.
6. Mr. Okada stated that he did not know that any cash had been provided to Chairman Naguiat.
7. Mr. Okada stated that he did not know that Universal employees had tried to hide the identity of Chairman Naguiat as a guest.
8. Mr. Okada stated that he did not know how long Chairman Naguiat had stayed at Wynn Macau.
9. Mr. Okada denied seeing two (2) emails from Shoji to Angela Lai at Wynn Macau, dated September 20th and 23rd 2010 respectively, which requested

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reservations for a Universal VIP guest, “who would not be registered,” and arrangements to provide up to 5,000 US credit for each person staying at Naguiat’s Villa. Mr. Okada explained that although he saw his name in the email cc’s, he would not have seen either email because for the most part he does not use his PC.

10. Mr. Okada stated that internal Universal rules do not permit the payment of cash to government officials. Mr. Okada stated that no stay in the Villa in Wynn Macau could cost US 50,000
11. Mr. Okada stated that internal Universal rules permitted the payment of reasonable entertainment expense for government officials but did not know what amount was permitted.
12. Mr. Okada stated that the cost of Chairman Naguiat’s stay at Wynn Macau caused a “problem” for Universal and that as a result Araki was fired, and Shoji resigned after having been scolded by Mr. Okada.
13. Mr. Okada stated that he did not make any changes at his company or give anyone new instructions as a result of finding out about Naguiat’s stay in September 2010.
14. Mr. Okada said that it was possible that Chairman Naguiat would be billed for the cost of the stay.
15. Mr. Okada said, when he was asked about a reference in a Shoji email to posting all expenses to the Universal City Ledger Account, that he lacked any knowledge of such an account and said “I wonder if the City Ledger is in reference to our internal policy, as long as it is under that ceiling....”

C. Mr. Okada stated that he was aware of only one other guest stay at Wynn Macau that he believed was improperly paid by Universal.

1. Mr. Okada stated only a few weeks ago he learned from President Tokuda that Anthony Genuino, son of former PAGCOR Chairman Genuino, had stayed at Wynn Las Vegas in September of 2008 and that Universal had paid US 2300 for his stay.
2. Mr. Okada stated that Genuino would be sent the bill for this cost
3. Mr. Okada denied any knowledge of other PAGCOR officials staying at Wynn Resorts from 2008 through June 2011 with Universal paying for their expenses.
4. Mr. Okada stated that he had just instructed President Tokuda of Universal to conduct an investigation into Universal’s payment of entertainment expenses.
5. Mr. Okada blamed Shoji as the responsible party for these payments.
6. Mr. Okada stated that he yelled at Shoji for not reporting these matters to him and would have fired Shoji except that Shoji resigned. Mr. Okada stated that Tokuda

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did report these matters and Mr. Okada believed that Shoji was also in a position to know all about what had happened but had failed to report it to him.

7. Mr. Okada stated that Shoji was a trusted employee who had worked closely with him since 2002 and should have reported these matters to him.
8. Mr. Okada stated that they were just starting this investigation and that bills may be sent to certain of these guests for the expenses which Universal paid.
9. Mr. Okada especially blamed Mr. Shoji since he was the head of the company's compliance committee from 2002-2010.
10. Mr. Okada stated that he last met with Chairman Naguiat in the Philippines during January 2012 in order to seek land leasing approval from PAGCOR.
11. Mr. Okada stated that Universal had an expense policy but he didn't know what the amounts were. Mr. Okada stated that he was unfamiliar with the specific details of his compliance policy because he was too high within the company. He left it to others to handle the details of the policies.
12. Mr. Okada was asked a series of questions regarding about a dozen other PAGCOR officials who stayed at Wynn Macau or Wynn Las Vegas during 2010 and 2011 for whom Universal paid their expenses.
13. Mr. Okada denied having authorized any of these payments and said that he would not have authorized such payments if the guests were PAGCOR officials.
14. Mr. Okada stated that on one occasion he met Jose Miguel Arroyo, husband of Former Philippine President Gloria Arroyo, but did not know that Jose Arroyo had stayed at Wynn Las Vegas in November 2009, with Universal paying for his expenses totaling US 4,642.
15. Mr. Okada stated that he met Chairman Naguiat approximately 4 or 5 times since Naguiat's Chairmanship in June 2010 and that these meetings always involved official matters.
16. Mr. Okada stated that he told Tokuda in December of 2011 to investigate these matters.
17. Mr. Okada stated that December was the first time he asked Mr. Tokuda investigate these charges for Universal.
18. Mr. Okada stated further that Shoji was a trusted employee whom he had met with "very frequently." During the time period in September 2010 when Shoji was setting up the Naguiat visit, Shoji told Mr. Okada nothing about Naguiat.

D. Okada statements to the Board of Directors Regarding doing business in Asia

1. Mr. Okada stated that he could not specifically remember attending a Wynn Resorts Board of Directors meeting in February 2011.

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2. Mr. Okada stated that he did not remember attending a Wynn Resorts Board of Directors meeting where bribery was discussed.
3. Mr. Okada denied ever stating to Wynn Resort Directors words to the effect that “it was a matter of hiring the right people and that you must pay other people.” He responded “absolutely not, that’s a lie.”
4. Mr. Okada denied telling fellow board members words to the effect that “you have to follow local customs and that’s why you have consultants.”
5. Mr. Okada also denied ever stating to fellow board members words to the effect “I wouldn’t bribe someone but would have someone else bribe that person.”
6. As to bribing someone in the Philippines, Mr. Okada stated that “there is no need to do that in the Philippines even because we are in the position to invest.”
7. Mr. Okada also denied ever stating words to the effect that “in Asia, it is okay to give gifts to government officials.” His response was “absolutely not.”
8. Mr. Okada stated that he had been a member of the Wynn Resorts Board of Directors since 2005 or 2006. When asked about his duties or responsibilities as a director of Wynn Resorts, Okada stated that he had to “ensure socially just company, there should be no illegal activities, and that I have to help them be successful and grow as a company.”
9. Mr. Okada was asked if he had ever read the Wynn Resorts Code of Conduct to which he responded, “No because it is in English, no I cannot.”
10. Mr. Okada was asked if he had accepted Wynn Resorts Board of Director FCPA training in 2011, to which he replied that he had received some documents but sent them to his lawyers.

E. Doing Business in the Philippines

1. Mr. Okada stated that prior to the new Philippine administration taking over in 2010, his efforts to conduct a gambling business in the Philippines were being done for Wynn Resorts and that he was reporting to Steve Wynn about these activities.
2. Mr. Okada said before the new Philippine administration in 2010 “All of the conversation between myself and Genuino was for the sake of explaining to Mr. Wynn.”
3. Mr. Okada stated that a press release from Aruze Corp. dated April 25, 2008, that announced Aruze would independently operate a casino project in the Philippines, had not been presented to him for approval.
4. Mr. Okada stated that neither Steve Wynn nor Wynn Resorts had invested any money in the Philippine business initiative which he had been conducting since 2008.

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5. Okada stated that Universal had invested between US 300-400 million in 2008 to acquire the land for the Manila Bay project.
6. When asked whether Mr. Wynn or Wynn Resorts invested any money in the US 300-400 million purchase, Mr. Okada stated that “Wynn Resorts had no involvement whatsoever.”
7. Mr. Okada stated that it was only after the new Aquino presidency in June of 2010 that he decided to pursue a Philippine gaming project independently.
8. Mr. Okada stated that this land had been acquired by a company called Eagle I Land Holdings in which Aruze USA had an ownership interest.
9. Mr. Okada stated that at the time of the land acquisition in 2008, Eagle I Land Holdings was 60% owned by Filipino nationals. However, when asked to identify the 60% ownership today, he responded “I know of them I know who they are but I don’t remember their names.”
10. Mr. Okada stated that he was aware of the Philippine legal requirement that land be 60% owned by Filipinos.
11. Mr. Okada stated that neither Tiger or Aruze had a provisional gaming license for the Philippines.
12. Mr. Okada does not know whether a deposit was made by Universal in order to pursue the Filipino gaming initiative.
13. It was his understanding that to get a gaming license in the Philippines you needed to do certain things beforehand and that he asked questions on Wynn’s behalf as to what had to be done.
14. Mr. Okada stated that Platinum Gaming and Entertainment was a Philippine company run by Soriano.
15. Mr. Okada stated that he did not know Paolo Bombase or Manuel Camacho as shareholders of Eagle I and Eagle II.
16. Mr. Okada stated that Masato Araki may have lent his name as a stockholder to Eagle I and Eagle II but that Mr. Okada did not know the details. Mr. Okada stated that he did not know whether Manabu Kawasaki, who was another Universal employee, was a stockholder of Eagle I or Eagle II.

F. Possible Payments by Universal to Korean Government Officials.

Mr. Okada stated that he is interested in the IFEZ for possible investment. Mr. Okada stated that he personally set up arrangements in 2009 or 2010 for a Korean delegation from the IFEZ to visit Las Vegas. According to Mr. Okada, this delegation was led by a Mr. Lee, who was “seconded” to IFEZ by the Korean government. Mr. Okada invited this delegation to see the Venetian.

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Mr. Okada stated that “at the very beginning” he discussed the “issue of expense” and the Korean side said they had to pay for their own expenses as government officials. Mr. Okada stated that the Korean delegation stayed at Wynn Las Vegas and paid for their rooms. When told that Universal in fact paid for the Koreans’ rooms, Mr. Okada stated “It’s possible we paid in advance the first time but then they paid later. I am personally in charge of the Koreans.” When Mr. Okada was then asked if he knew that was done he responded “I am certain it was done.”

Mr. Okada later repeated that the Koreans paid for their own travel. When advised that Universal paid for Commissioner Lee and others to stay at Wynn Macau in 2011, and Wynn Las Vegas in 2010, Mr. Okada stated that “It may have been that we made a temporary payment to be reimbursed later but in any case for Korea all trips must be applied for with the City Hall and they need to get prior approval.”

Mr. Okada later repeated that he did not authorize Universal to pay approximately US 6,000 worth of room charges for Commissioner Lee and other IFEZ officials for stays at Wynn Resorts. When asked if it would be against “Universal’s policy” to pay such travel expenses, Mr. Okada repeated that the Koreans would pay for their own expenses. He added that “Maybe it was the case where Universal made a temporary payment to be reimbursed later and all this would be paid by ‘admin official.’”

G. Mr. Okada Instructs Mr. Tokuda to Conduct an Investigation

Mr. Okada stated that since about 2008-2009, Universal has had both “ordinary” and “extraordinary” rules about paying entertainment expenses regarding government officials. However, he stated that he did not know the “specific details.” Mr. Okada stated that “cash” could not be given but that he did not know the dollar amount limit for providing government officials with meals.

Mr. Okada stated that after learning from Mr. Tokuda about the excessive expenses paid by Universal for Chairman Naguiat’s September 2010 stay at Wynn Macau, Mr. Okada did not take any steps or give instructions to prevent a recurrence. Indeed, Mr. Okada stated his belief that Universal’s corporate policy as it exists today is “plenty on its own.”

Mr. Okada stated that “within the last week or so” he learned from Mr. Tokuda that the son of then-PAGCOR Chairman Genuino stayed at Wynn Las Vegas in 2008 and that Universal had paid US 2,800 for his expenses. Mr. Okada said this was “inexcusable” and that he had given instructions to have him [Genuino] billed directly. Mr. Okada further stated that Mr. Tokuda had found “several more” of these instances but that Mr. Okada did not “know the details.” Mr. Okada stated that in regard to Chairman Naguiat’s stay at Wynn Macau, perhaps an invoice should also be sent to him as the customer.

Mr. Okada stated that “it was just yesterday” that he heard from Tokuda about “these issues being raised.” After being asked what he knew about a list of PAGCOR officials whose

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stays at Wynn Macau and Wynn Las Vegas were paid by Universal from 2008 – 2011, Mr. Okada denied any knowledge of these events. However, Mr. Okada stated that “everything I believe [FSS] mentioned matches with what Mr. Tokuda is investigating right now. And I will have him write a paper that lists all the countermeasures and a progress report and what has been wrapped up and so forth.”

Mr. Okada stated that in approximately December 2011, he “clearly instructed” Mr. Tokuda to conduct an investigation about these matters. At the end of the interview, Mr. Okada stated that “I will look into all the expense that you have asked about and if it is someone who has an existing relationship I will for sure bill that person.”

VII. Conclusions

The investigation has produced substantial evidence that directly relates to Mr. Okada’s suitability under Nevada law as both a major shareholder and director of Wynn Resorts.

Nevada Gaming Commission Regulations regarding individual suitability issues encompass, among other things, a person’s “good character, honesty and integrity,” and whether a person’s “background, reputation and associations will not result in adverse publicity for the State of Nevada and its gaming industry” (Section 3.090 of the NRS). The NRS also require that a covered person satisfy the Commission that such person has “adequate business probity” (Section 463.170, paragraph 3).

Both Aruze USA , a Nevada corporation, and Mr. Okada personally, as a Director, President, Secretary and Treasurer of Aruze Inc., are covered parties under the jurisdiction of the FCPA.

As set forth above, the investigation has produced substantial evidence that Mr. Okada, his associates and companies have apparently been engaging in a longstanding practice and pattern of committing prima facie violations of anti-bribery laws, particularly the FCPA.

The testimonial and documentary evidence appear to prove that, since at least 2008, Mr. Okada, his associates and companies have made over US 110,000 in payments to his chief gaming regulators (2) in the Philippines (PAGCOR), their families and associates. Mr. Okada is building a multi-billion dollar gaming business and operation in the Philippines.

The practice and means of making these payments varied slightly but were regularly and repeatedly arranged in the same manner. For example, between June 2008 and August 2010, former PAGCOR Chairman Efraim Genuino (February 2001 – June 30, 2010), his son and other PAGCOR government officials, were hosted by Mr. Okada, his associates and companies at either Wynn Resorts Las Vegas or Wynn Resorts Macau. Mr. Okada, his associates and companies would arrange and pay thousands of dollars to cover the expenses of Chairman

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Genuino, his son and other then-current PAGCOR officials in his party. These payments were made by Mr. Okada, his associates and companies, using the City Ledger Account, which contained an average balance of US 100,000 funded and replenished by Universal. International money transfers and the facilities of interstate commerce were used to make these payments.

There is substantial evidence to show that Chairman Genuino's June 2010 stay at Wynn Macau was due to the fact that he was then Mr. Okada's principal Philippine gaming regulator. This is also demonstrated by the fact that after Chairman Genuino left his PAGCOR office in June 2010, he and his family were no longer the beneficiaries of such payments at Wynn Resorts facilities.

However, as set forth above in greater detail, Mr. Okada's current chief Philippine gaming regulator, Chairman Cristino Naguiat (July 2, 2010 – present) and his family quickly succeeded Chairman Genuino as the beneficiaries of payments by Universal for stays at Wynn Resorts Las Vegas and Wynn Resorts Macau (September 2010 in Macau; November 2010 in Las Vegas; and June 2011 in Macau, just over seven (7) months ago).

These payments were made using Mr. Okada's City Ledger Account, as was done regarding payments on behalf of the former PAGCOR Chairman. The evidence further suggests that Chairman Naguiat's luxury stays at Wynn Resorts facilities were fully known to Mr. Okada, who actively involved himself in some of the arrangements. For example, Chairman Naguiat's September 22-26, 2010 stay at Wynn Resorts Macau luxury Villa 81, the most expensive accommodation at Wynn Resorts Macau (about 7,000 square feet in size, which then cost about US 6,000 per day), was intended by Mr. Okada and his associates to be kept secret and concealed within Wynn Resorts Macau records. Initially, Mr. Okada's associates arranging for Chairman Naguiat's September 2010 stay at Wynn Resorts Macau purposefully withheld Naguiat's name and had him registered as an "Incognito" VIP guest of Universal, utilizing the named reservation of "Rogelio Bangsil" (another then-senior PAGCOR official). Chairman Naguiat then stayed at the Wynn Resorts Macau for four days, together with his wife, three children and a nanny, without ever once introducing himself to the constantly attending Wynn Resorts Macau VIP service managers.

Mr. Okada's associate, who made this reservation for Chairman Naguiat, requested a "more gorgeous room, such as "Villa" and "the best butler," for this unnamed "VIP for Universal," who turned out to be the chief gaming regulator for the Philippines. The evidence also shows that on September 24, 2010, Mr. Okada personally made clear (via an interpreter) to Ian Coughlan, the Wynn Resorts Macau Executive Director and President, that Chairman Naguiat and his party were important guests and that Mr. Coughlan should make sure that his staff took good care of them. The evidence further shows that on the evening of September 24, 2010, Mr. Okada hosted a dinner at Wynn Macau for Chairman Naguiat (and approximately 13 others). The US 1,673.07 cost of this dinner was charged to Mr. Okada's room.

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The testimonial and documentary evidence also shows that despite deliberate attempts to conceal Chairman Naguiat's identity while a guest at Wynn Resorts Macau in September 2010, hotel staff, acting on their own, soon identified Chairman Naguiat by means of a photo from the PAGCOR website. Their interest in doing so was sparked by the fact that the senior PAGCOR guest known to them, Mr. Bangsil, exercised great deference to Chairman Naguiat, who the staff determined must be the 'boss'. Nevertheless, the VIP service providers continued to refer to Chairman Naguiat only as "sir," thereby following the wishes and directions of Chairman Naguiat and Mr. Okada's associates. The evidence also shows that several weeks after Chairman Naguiat's intended "Incognito" stay at Villa 81, Mr. Okada's associates became concerned about the high cost of Chairman Naguiat's luxury stay at Wynn Resorts Macau. Specifically, Mr. Okada's associate advised Wynn Resorts Macau that the amount being charged for Chairman Naguiat's stay was too much over an ordinary business expense. Mr. Okada's associate then asked if Wynn Resorts Macau "could reconsider the matter [Chairman Naguiat's stay] and charge us [Mr. Okada's company] the original rate [and free upgrade to a Villa] since the party directly dealing with on this matter is our company [Mr. Okada's company] rather than each individual guest [Chairman Naguiat]." Mr. Okada's associate further stated that "since the amount charged [for Chairman Naguiat] is too much beyond the ordinary room charge, our company [Mr. Okada's company] will be put in a very difficult position to give reasonable explanations if we are inquired by someone." (Emphasis added).

Despite Mr. Okada's associate's efforts to have Wynn Resorts Macau reduce these payments and assist in covering up the beneficial amounts received by Chairman Naguiat, Wynn Resorts Macau denied this request.

Mr. Araki's later email ("Our Chairman Okada once again instructed us to take care of the group [PAGCOR], but not like the last time....") to Wynn Macau, dated October 5, 2010, also tends to confirm Mr. Okada's personal knowledge and direction of the payments made on behalf of Chairman Naguiat and his family for their luxury stay at Wynn Macau for September 22-26, 2010.

The evidence also shows that on September 24-25, 2010, Mr. Okada's associates obtained a total of US 20,000 cash from Wynn Resorts Macau's main cage as "cash advances" for Chairman Naguiat, his family and party. This same associate of Mr. Okada returned approximately US 503 of this advance on September 26, 2010 as the remainder from Chairman Naguiat's party. Mr. Okada's City Ledger Account was again used to pay for this advance.

The evidence also shows that the PAGCOR-related payments made by Mr. Okada and his associates are not the result of any misunderstanding of the applicable anti-bribery laws, including the FCPA. Conversely, by his own statements and declarations to fellow Wynn Resorts Board members, Mr. Okada apparently believes that there is nothing wrong with making payments and gifts to government officials when doing business in Asia. When advised by fellow directors and Wynn Resorts lawyers that such payments are bribes strictly prohibited by

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the FCPA and other laws, Mr. Okada responded that third party intermediaries or “consultants” can be used to make the payments.

The best evidence of Mr. Okada’s belief that it is permissible to make payments to government officials is his admission that Universal paid expenses for then-PAGCOR Chairman Genuino’s trip to the 2008 Beijing Olympics. Mr. Okada explained that since Mr. Genuino had previously invited Mr. Okada to “one of the islands in the Philippines,” Mr. Okada and Universal’s President Tokuda in turn had Universal pay for expenses related to Genuino’s trip to Beijing, which Mr. Okada stated was arranged by President Tokuda. This admission by Mr. Okada is consistent with his February 24, 2011 statements to board members that there is nothing wrong with making payments and gifts to government officials.

The evidence about the corporate structures utilized by Mr. Okada and his associates to initiate his multibillion dollar gaming business in the Philippines also appears to demonstrate Mr. Okada’s intent to do business as he desires, regardless of the applicable laws and regulations. FSS’s examination of the corporate documents relating to Mr. Okada’s gaming initiative in the Philippines appears to show that he has used a complex web of corporate structures and companies to evade laws which require Philippine nationals to own 60% interest in all real estate. A separate legal analysis by a Philippine attorney confirms this finding and suggests that Mr. Okada’s Philippine gaming initiative has been set up in violation of applicable law.

Additionally, the preliminary evidence also shows that in connection with Mr. Okada’s efforts to develop a gaming business in IFEZ, Mr. Okada and his associates may be engaging in the same pattern of proscribed payments to government officials. The preliminary evidence shows that in October 2011, Mr. Okada’s company signed a Memorandum of Understanding with IFEZ to develop a casino resort near the Incheon International Airport. Preliminary information indicates that IFEZ is overseen by the Incheon Free Economic Zone Authority, apparently part of the City of Incheon government. Mr. Okada’s City Ledger account reflects that from November 2010 through June 2011, four (4) individuals, including IFEZ Commissioner Jong Cheol Lee, had two stays at Wynn Resorts Las Vegas and Wynn Resorts Macau, where payments totaling US 5,945.52 were made on their behalf through Mr. Okada’s City Ledger account. Preliminary internet research identifies Jong Cheol Lee as the current IFEZ Commissioner, a position he has held since July 2010. It is not clear at this preliminary stage i) whether Mr. Okada’s announced gaming investment and operation within IFEZ has received any gaming licensing, and ii) whether the three (3) guests who accompanied Commissioner Lee were then Korean government officials.

The investigation has established that despite requests by Wynn Resorts since August 2011 that Mr. Okada acknowledge in writing that he has reviewed (and agreed to comply with) Wynn Resort’s “Code of Business Ethics” and “Policy Regarding Payments to Government Officials,” Mr. Okada has failed to do so.


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Finally, Mr. Okada was interviewed by FSS on February 15, 2012 by FSS and was given the opportunity to present his version of the facts. Mr. Okada denied knowledge of Chairman Naguiat staying “incognito” at Wynn Macau in September 2010. He also denied knowledge that Mr. Shoji was actively involved in arranging for Chairman Naguiat’s stay. Although Mr. Shoji’s emails asking that Chairman Naguiat’s identity be kept secret, and that Chairman Naguiat be provided with cash in connection with his visit, were copied directly to Mr. Okada, the latter stated that because he rarely uses his personal computer, he would not have seen such emails. Mr. Okada acknowledged flying to Macau on September 24, 2010 in order to visit Chairman Naguiat but denied telling Ian Coughlan that Chairman Naguiat was an important Universal guest who should be treated well. Conversely, Mr. Okada stated that there is “no way” he would have said something like that, but would have said “be normal and don’t do anything out of the ordinary.” The substantial evidence relating to Chairman Naguiat’s September 2010 stay at Wynn Macau, including emails, Coughlan’s statements, and the facts and reasonable inferences regarding this evidence, cast substantial doubt on Mr. Okada’s credibility.

Mr. Okada also vehemently denied making statements to fellow board members to the effect that doing business in Asia requires and permits bribes to be made to government officials. Mr. Okada’s denials are directly contradicted by many of his fellow board members.

Similarly, Mr. Okada insists that all of his efforts to establish a gambling business in the Philippines prior to 2010 were undertaken solely on behalf of Wynn Resorts. His insistence is largely contradicted by the actions which he undertook. First, Mr. Okada and Universal invested US 300-400 million to buy property in the Manila Bay Entertainment Zone, which was to be used for his gaming operation. Mr. Okada admitted that Wynn Resorts had “no money involved in this investment.” Secondly, Mr. Okada and Universal set up an elaborate corporate structure in order to initiate, and operate in the future, a multimillion dollar casino operation. Wynn Resorts had no participation in any of these corporate initiatives or structures, all of which were controlled by Universal and Mr. Okada. Third, the provisional gaming license, which is required in order to establish a gaming business in the Philippines, was procured by Mr. Okada and his companies, without any relation to Wynn Resorts. Finally, when shown an April 25, 2008 Aruze Corp. press release, which states that the Aruze casino operation will be independently developed by Aruze with the mere intent that Wynn Resorts help guide its project, Mr. Okada denied any knowledge of this press release.

In sum, the substantial evidence developed by this investigation and set forth above, based on witness interviews, public information, documentary and electronic data, provide the Compliance Committee and Board of Directors a factual basis to review Mr. Okada’s continued suitability to be a major shareholder and director of Wynn Resorts.



GAMBLING

GAMBLING BOOM: Japan's Kazuo Okada hoped to lure mainland Chinese high-rollers to his Philippines casino, part of an Asian-wide gambling boom. REUTERS/BOBBY YIP

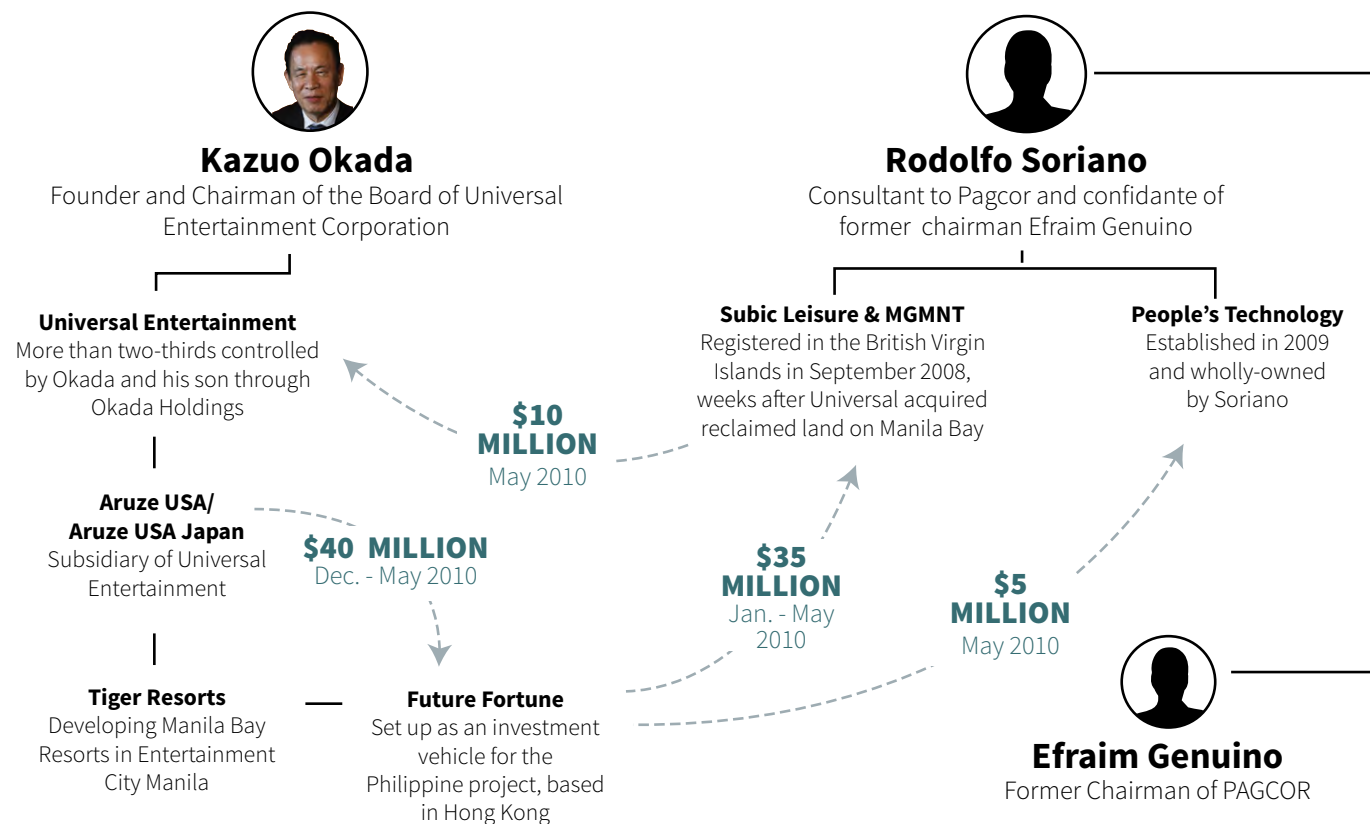
The casino king's risky bet on a Philippine fixer

Japanese billionaire Kazuo Okada's company funnelled at least \$30 million to a Philippine consultant now at the centre of a bribery investigation, Reuters has learned

BY NATHAN LAYNE, TARO FUSE AND KEVIN KROLICKI
TOKYO/MANILA, DECEMBER 31, 2012

Okada-owned Universal under investigation

Japanese billionaire Kazuo Okada's Universal Entertainment funnelled at least \$30 million to an ex-consultant for the Philippines gaming authority who is now at the center of a bribery investigation, according to sources and company records.



Japanese billionaire Kazuo Okada was facing a crisis: work on his dream casino by the bay in Manila was going nowhere.

Instead of a world-class resort packed with Chinese high-rollers, Okada, 70, was sitting on a \$300-million patchwork of reclaimed and undeveloped land next to the Manila airport that by the middle of 2009 was threatening to become a money pit, according to company records and people involved.

Crucial regulatory approvals were tied up in red tape. The provisional gaming license was flawed. No one could tell the architect how high he could build the gold-toned towers without endangering incoming aircraft.

To realize Okada's goal of making the Manila casino more profitable than rival operations in Macau or Las Vegas, the project needed to win an exemption from

corporate taxes in the Philippines. It also needed a presidential order giving Okada's company, Universal Entertainment, the ability to own the resort outright as a foreign investor.

Universal executives believed Philippine officials had promised those concessions by the end of 2008 for a project expected to create more than 6,000 jobs. The Philippine gaming authority had given Okada a side letter to Universal's provisional license in August 2008 saying it would make its "best effort" to get those approvals from then-Philippines President Gloria Arroyo.

It would mean hundreds of millions of dollars in additional profit each year if the approvals came through, according to an analysis of Universal's presentations to regulators and investors.

By June 2009, however, the project was more than six months behind schedule and Okada's patience was wearing thin. When Arroyo came to visit Tokyo, Okada saw her in a meeting arranged by the head of Philippine gaming regulator, Efraim Genuino.

"Get clarity on how long it will take to solve these problems on the spot and extract a promise," a note prepared for Okada in Japanese by Universal executives said. It was not clear what was discussed in the private meeting.

BRIBERY INVESTIGATION

Reuters examined hundreds of pages of documents from Universal and Philippine regulators and interviewed nearly two dozen people involved in the project in Japan and the Philippines in reconstructing how

IN THE SUPREME COURT OF THE STATE OF NEVADA

WYNN RESORTS LIMITED,

Petitioners,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF
NEVADA, IN AND FOR THE
COUNTY OF CLARK; AND THE
HONORABLE ELIZABETH
GONZALEZ, DISTRICT JUDGE,
DEPT. XI,

Respondent,

and

KAZUO OKADA, UNIVERSAL
ENTERTAINMENT CORP.
AND ARUZE USA, INC.,

Real Parties in Interest.

Case No.

Electronically Filed
Nov 04 2016 11:02 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

**APPENDIX TO PETITION FOR
WRIT OF PROHIBITION OR
ALTERNATIVELY MANDAMUS**

VOLUME I OF VII

DATED this 3rd day of November, 2016.

PISANELLI BICE PLLC

By: /s/ Todd L. Bice

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of PISANELLI BICE PLLC, and that on this 3rd day of November, 2016, I electronically filed and served by electronic mail and United States Mail a true and correct copy of the above and foregoing **APPENDIX IN SUPPORT OF PETITIONER WYNN RESORTS LIMITED'S PETITION FOR WRIT OF PROHIBITION OR ALTERNATIVELY MANDAMUS** properly addressed to the following:

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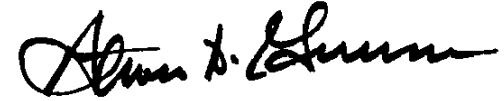
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SERVED VIA HAND-DELIVERY

The Honorable Elizabeth Gonzalez
Eighth Judicial District court, Dept. XI
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155

/s/ Kimberly Peets
An employee of PISANELLI BICE PLLC



CLERK OF THE COURT

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*Attorneys for Defendant Kazuo Okada and
Defendants/Counterclaimants Aruze USA, Inc.,
and Universal Entertainment Corp.*

DISTRICT COURT

CLARK COUNTY, NEVADA

WYNN RESORTS, LIMITED, a Nevada
corporation,

Plaintiff,
v.

KAZUO OKADA, an individual, ARUZE USA,
INC., a Nevada corporation, and UNIVERSAL
ENTERTAINMENT CORP., a Japanese
corporation,

Defendants.

AND ALL RELATED CLAIMS.

CASE NO.: A-12-656710-B
DEPT. NO.: XI

**ORDER GRANTING IN PART
DEFENDANTS' MOTION TO COMPEL
PRODUCTION OF WYNN RESORTS,
LIMITED'S IMPROPERLY REDACTED
DOCUMENTS AND MOTION FOR
SANCTIONS AND ATTORNEYS' FEES**

Electronic Filing Case

Hearing Date: Sept. 2, 2016
Hearing Time: 10:00 a.m.

HOLLAND & HART LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134
Phone: (702) 222-2500 ♦ Fax: (702) 669-4650

1 Defendants Aruze USA, Inc., Universal Entertainment Corp. and Kazuo Okada (the
2 “Aruze Parties”) filed their Motion to Compel Production of Wynn Resorts, Limited’s
3 Improperly Redacted Documents and Motion for Sanctions and Attorneys’ Fees (the “Motion”)
4 on April 15, 2016. After briefing, the Motion came before this Court for hearing on September
5 2, 2016. James J. Pisanelli, Esq., Todd L. Bice, Esq., and Debra L. Spinelli, Esq., of PISANELLI
6 BICE PLLC, appeared on behalf of Plaintiff/Counterdefendant Wynn Resorts, Limited (“WRL”)
7 and Counterdefendants Linda Chen, Russell Goldsmith, Ray R. Irani, Robert J. Miller, John A.
8 Moran, Marc D. Schorr, Alvin V. Shoemaker, Kimmarie Sinatra, D. Boone Wayson, and Allan
9 Zeman (collectively, with WRL, the “Wynn Parties”). Donald J. Campbell, Esq. of Campbell &
10 Williams, appeared on behalf of Counterdefendant/Cross-defendant Stephen A. Wynn (“Mr.
11 Wynn”). Dan Polsenberg, Esq. of Lewis Roca Rothgerber Christie, LLP, William R. Urga, Esq.
12 and David J. Malley, Esq. of Jolley Urga Woodbury & Little, and Michael Zeller of Quinn
13 Emanuel Urquhart & Sullivan LLP, appeared on behalf of
14 Counterdefendant/Counterclaimant/Cross-claimant Elaine P. Wynn (“Ms. Wynn”). And, J.
15 Stephen Peek, Esq. of Holland & Hart LLP appeared on behalf of the Aruze Parties.

16 The Court having considered the Motion, the Opposition and Supplemental Brief filed by
17 WRL, and the Reply filed by the Aruze Parties, as well as the arguments of counsel presented at
18 the hearing, and good cause appearing therefor, IT IS HEREBY ORDERED, ADJUDGED,
19 AND DECREED that the Motion is GRANTED IN PART and DENIED IN PART as follows:

20 1. Within ten (10) days of the entry of this Order, WRL must disclose to the Court
21 and the Parties the names of all individuals who consented to the disclosure of their personal data
22 pursuant to the Macau Personal Data Privacy Act (“MPDPA”), as well as the names of all
23 individuals who were contacted but did not provide such consent, and any individuals who were
24 not able to be reached so that the Court can determine if further outreach needs to occur. WRL
25 may designate these lists of individuals as Highly Confidential under the Wynn Parties’
26 Protective Order with Respect to Confidentiality, entered on February 14, 2013 (the “Protective
27 Order”).
28

1 2. Electronic documents or attachments to electronic documents that were
2 forwarded, sent to, or sent by a person not located in Macau without MPDPA redactions at the
3 time it was originally sent must be produced in unredacted form (except to the extent subject to a
4 claim of attorney-client or work product privilege and subject to Paragraph 7 below) within thirty
5 (30) days of the entry of this Order. This Order does not apply to those documents provided by
6 WRL to Louis Freeh for purposes of his investigation of the Aruze Parties, which documents
7 have already been produced to the Aruze Parties without redactions. The party seeking to
8 withhold otherwise discoverable information bears the burden of establishing that a person is
9 located in Macau.

10 3. To the extent the Motion sought to compel documents without MPDPA
11 redactions sent only between or among individuals located inside Macau, the Motion is DENIED
12 without prejudice.

13 4. Given the lawsuit pending in Macau filed by Mr. Okada, Universal and Aruze
14 USA against Wynn Resorts (Macau) S.A., Mr. Wynn, and other individuals, and notwithstanding
15 Mr. Okada's participation in this action (and his status as a plaintiff in the pending writ
16 proceeding seeking access to WRL's books and records), the Court is not requiring Mr. Okada to
17 waive the MPDPA nor finding that Mr. Okada has waived any protections of the MPDPA that he
18 believes benefit him as a non-Macau citizen. Accordingly, and notwithstanding Paragraph 2, Mr.
19 Okada's personal data may remain redacted pursuant to the MPDPA in the documents that are
20 the subject of the Aruze Parties' Motion if the Wynn Parties believe, because of the litigation in
21 Macau, that Mr. Okada is taking the position that the MPDPA provides benefit to him as a non-
22 Macau citizen.

23 5. Following the supplemental production anticipated by this Order, the parties may
24 meet-and-confer and the Aruze Parties may file a new motion to compel the production of any of
25 the remaining redacted documents that were the subject of the Motion.

26 6. Notwithstanding Paragraph 2, WRL is not obligated to produce in unredacted
27 form purely personal information. Purely personal information, for purposes of this Order, refers
28

1 to, among other things, a person's medical information, information about a person's children
2 (such as their education), and similar types of information with no business purpose.

3 7. For those documents over which WRL claims protection pursuant to Macau laws
4 to protect gaming concessionaires and confidential information between the concessionaires and
5 the Macau government (i.e., Macau Law 16/2001, Art. 16, DICJ Instruction 1/2014, Article 8) or
6 pursuant to contracts between gaming concessionaires and the Macau government (i.e.,
7 Clause 92 of the Concession Contract for the Operation of Games of Chance or Other Games in
8 Casinos in the Macau Special Administrative Region), the Court finds that the Protective Order
9 in this case complies with Section 3 of Clause 92 of the Concession Contract for the Operation of
10 Games of Chance or Other Games in Casinos in the Macau Special Administrative Region, and
11 for that reason, those documents must be produced in unredacted form (except to the extent
12 subject to a claim of attorney-client or work product privilege) within thirty (30) days of the
13 entry of this Order. WRL may designate such documents as "Confidential" or "Highly
14 Confidential," as appropriate, under the Protective Order to ensure that the duty of secrecy on
15 other persons who have had or might have access to those documents.

16 8. To the extent that WRL intends to seek a stay of this Order pending the
17 disposition of a writ petition with the Nevada Supreme Court, it shall file a motion requesting a
18 stay of the requirements of this Order within ten (10) days of entry of this Order.

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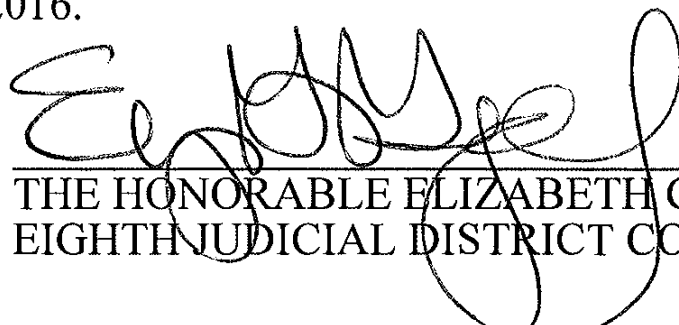
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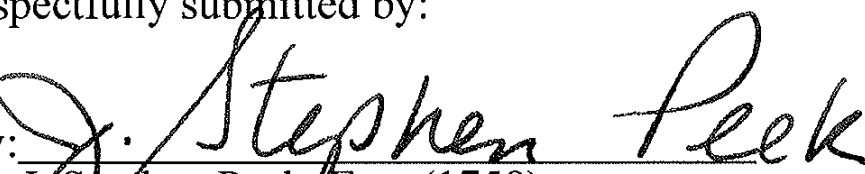
9. The motion for sanctions and attorneys' fees is DENIED as the Court had not previously overruled the assertions of Macau-law based protections or the MPDPA protection.

DATED this 31 day of October 2016.


THE HONORABLE ELIZABETH GONZALEZ
EIGHTH JUDICIAL DISTRICT COURT JW

Respectfully submitted by:

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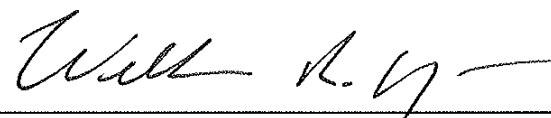
Approved as to form and content:

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9. The motion for sanctions and attorneys' fees is DENIED as the Court had not previously overruled the assertions of Macau-law based protections or the MPDPA protection.

DATED this _____ day of October 2016.

THE HONORABLE ELIZABETH GONZALEZ
EIGHTH JUDICIAL DISTRICT COURT

Jw

Respectfully submitted by:

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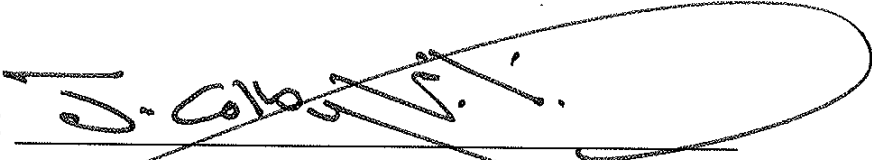
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7 *V. Shoemaker, Kimmarie Sinatra, D. Boone*
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Attorneys for Stephen A. Wynn

**CONCESSION CONTRACT FOR THE OPERATION
OF GAMES OF CHANCE OR OTHER GAMES IN CASINOS
IN THE MACAU SPECIAL ADMINISTRATIVE REGION**

On the 24th of June of the year 2002 in Macau and at the Seat of the Government of the Macau Special Administrative Region, at Avenida da Praia Grande, before me, Chu Iek Chong, licensed, 2nd class technician of the Juridical Advisory Nucleus of the Finance Services Bureau, as alternate private notary of this Bureau in the absence of the head of this office, having been appointed by Dispatch number 216/2000 of the Head of the Executive, of 8 November, before me appeared as Parties:

FIRST PARTY: The Macau Special Administrative Region, represented by the Chief Executive, Ho Hau Wah, married, with professional address in Macau, at the Government House of the Macau Special Administrative Region, located at Avenida da Praia Grande, with the capacity and powers conferred for the present act by Article 45 of the Basic Law of the Macau Special Administrative Region.

SECOND PARTY: Wynn Resorts (Macau), S.A. with head office in Macau, at Avenida da Amizade, number 918, "World Trade Centre" building, 8th floor "C", registered at the Commercial and Automobile Central Registry Office under the number 14917, represented in this present act by its director Stephen Alan Wynn, married and residing at One Shadow Creek Drive, Las Vegas North, State of Nevada, United States of America, the capacity and powers of whom I have verified by certificate issued by the above mentioned Central Registry Office, which I have filed.

I verified the identity of the Parties by Passport No. 055142925, issued on 20th of January of 1998, by the San Francisco Passport Agency of United States of America. And for the first party, with the indicated capacity and powers, the following was stated:

A public tender was opened by Dispatch number 217/2001 of the Chief Executive, for the granting of 3 (three) concessions for the operation of games of chance or other games in casinos;

The public tender for the granting of 3 concessions for the operation of games of chance or other games in casinos had, as a first stage, the opening of the proposals for awarding, that was divided into two phases—the opening of the outward wrappings which were marked on the exterior with the indication "Documentos" and the opening of the outward wrappings which were marked on the exterior the indication "Propostas", which was followed by a phase of consultations for the presentation and analysis of the proposals for awarding, and ended with the preparation of a Documented Report, based on which the Chief Executive provisionally awarded the concessions for the operation of games of chance in casinos which were put up for tender;

"Wynn Resorts (Macau), S.A." hereinafter designated as the concessionaire, was provisionally awarded by Dispatch number 26/2002 of the Chief Executive, one of the concessions for the operation of games of chance or other games in casinos, that were the subject of the tender;

The concessionaire deposited a bank guarantee to guarantee the fulfilment of its legal or contractual obligations, as per article 84, number 1, of Administrative Rule number 26/2001.

Evidence was produced by the concessionaire to the Commission of the first public tender for the granting of concessions for the operation of games of chance in casinos that its capital stock, amounting to not less than MOP 200,000,000.00 (two hundred million patacas), is totally paid up in money and deposited in a local credit institution or in a branch or subsidiary of a credit institution authorized to operate in the Macau Special Administrative Region, under the terms of article 82, number 5, of Administrative Rule number 26/2001;

The minutes of the present concession contract for the operation of games of chance or other games in casinos in the Macau Special Administrative Region was approved by the concessionaire;

The concessionaire, the shareholders holding 5% or more of its capital stock and its directors have been submitted to a suitability verification process, which led to the preparation of a report stating their suitability;

The concessionaire was submitted to verification process of its financial capacity to undertake a concession for the operation of games of chance or other games in casinos, which led to the preparation of a report stating that it has an adequate financial capacity;

By Dispatch number 142/2002 of the Chief Executive, "Wynn Resorts (Macau), S.A." was awarded one of the concessions for the operation of games of chance or other games in casinos that were the subject of tender.

And both Parties in their respective capacities said that the present administrative concession contract for the operation of games of chance or other games in casinos is mutually accepted and reciprocally agreed, being ruled by the conditions hereinafter described.

CHAPTER I

Object, type and term of the concession

Clause One

Object of the concession

ONE—The object of the concession awarded by the present concession contract is the operation of games of chance or other games in casinos in the Macau Special Administrative Region of the People's Republic of China, hereafter designated as the Macau Special Administrative Region or the grantee.

TWO—The concession does not cover the operation of:

- 1) Mutual betting;
- 2) Operations offered to the public except as provided for in number 7 of article 3 of Law number 16/2001;
- 3) Interactive games;
- 4) Games of chance or any other type of gaming, betting or operations on board ship or aircraft, except as established in paragraph 1) of number 3 and number 4 of article 5 of Law number 16/2001.

Clause Two

Objectives of the concession

The concessionaire is committed to:

- 1) Ensure the adequate operation and management of games of chance or other games in casinos;
- 2) Employ in the management and operation of games of chance or other games in casinos, solely persons suitable for those functions and for assuming those responsibilities;
- 3) Manage and operate the games of chance or other games in casinos in a fair and honest manner, free of criminal influence; and
- 4) Safeguard and protect the interests of the Macau Special Administrative Region in the receiving of taxes resultant from the operation of their casinos and other gaming areas.

Clause Three

Applicable Law and proper jurisdiction

ONE—The present concession contract is exclusively governed by the law of the Macau Special Administrative Region.

TWO—The concessionaire renounces litigation in any other jurisdiction outside of the Macau Special Administrative Region, as it recognizes and submits to the exclusive jurisdiction of the courts of the Macau Special Administrative Region to decide any litigation or conflicts of interests that may arise.

Clause Four
Compliance with the legislation of the Macau Special Administrative Region

The concessionaire shall comply with the applicable legislation applicable in the Macau Special Administrative Region, and shall renounce to invoke legislation from outside the Macau Special Administrative Region, namely in order to be considered exempt from fulfilling the obligations or the conduct to which it is committed.

Clause Five
Participation in the operation of games of chance or any other games in casinos in other jurisdictions

ONE—If the Concessionaire engages in any licensing process or contract to operate casino gaming or other forms of gaming in any other jurisdictions, including the participation in operation merely through a management contract, it shall inform the Government of such engagement or contract. If the Concessionaire is aware that any of its directors, any of its controlling shareholders, including the ultimate controlling shareholder, or if any one who directly or indirectly holds 10% or over 10% of the company capital of the Concessionaire has the aforesaid engagement or contract, it shall also inform the Government immediately.

TWO—For the purposes of the above the Concessionaire should submit to and inform the Government, or make due diligence to obtain, any documents, information or data that the Government may require as long such documents, information and data are not subject to confidentiality under the laws of the respective jurisdiction.

Clause Six
Concession system

The concession system is included in the legal framework, which comprises the juridical system for the operation of games of chance or other games in casinos, approved by Law number 16/2001, Administrative Rule number 26/2001, the rules for the operation of games of chance, namely those foreseen under article 55 of Law number 16/2001, and further complementary regulations of the referred Law number 16/2001, as well as the present concession contract.

Clause Seven
Operation of the concession

The concessionaire shall operate the concession under the terms and conditions established in the present concession contract.

Clause Eight
Term of the concession

ONE—The term of the concession granted under the present contract is of twenty years, beginning on 27th day of June of the year two thousand and two and terminating on 26th day of June of the year two thousand and twenty two.

TWO—The provisions of the previous article do not inhibit the applicability of the clauses of the present concession contract that may last beyond the term of the concession.

CHAPTER II
Locations for the operation and functioning of the casinos and other gaming areas

Clause Nine
Locations for the operation of the concession

ONE—In carrying out its activity, the concessionaire may only operate games of chance or other games, in casinos and other gaming areas previously authorized and classified by the Government.

TWO—The allocation of any other premises to the operation of the concession requires the authorization of the Government.

Clause Ten

Types of games, gaming tables and electric or mechanic gaming machines

ONE—The concessionaire is authorized to operate all types of gaming established under number 3 of article 3 of Law number 16/2001, as well as other types of games authorized under the terms of numbers 4 and 5 of the same article. The concessionaire is furthermore authorized to operate any electrical or mechanical gaming machines, including "*slot machines*", under the terms of the law.

TWO—The concessionaire shall annually submit, during the month of December, to the Games Supervision and Coordination Bureau, (Direcção de Inspeção e Coordenação de Jogos) hereinafter designated as DICJ, a list which shall specify the number of gaming tables and electrical or mechanical machines, including "*slot machines*", that it intends to operate during the following year, as well as their respective location.

THREE—The number of gaming tables and of electrical or mechanical machines, including "*slot machines*" to be operated by the concessionaire may be altered by means of prior communication to DICJ.

Clause Eleven

Continuous functioning of the casinos

ONE—The concessionaire shall open the casinos every day of each year.

TWO—Without prejudice of the provisions of the previous article the concessionaire may establish a daily period of opening to the public of the casinos and the activities they integrate.

THREE—The schedule of the daily period of opening to the public of the casinos and the activities they integrate, shall be submitted in advance to the Government, and affixed at the entrance to the casinos.

FOUR—The alteration to the daily period in which casinos and the activities they integrate are open to the public shall be submitted to the Government with a minimum advance of three days.

Clause Twelve

Suspension of operations of the casino and other gaming areas

ONE—The concessionaire shall request from the Government, with a minimum advance of three days, by means of a documented petition, authorization to suspend the operations of one or more casinos and other gaming areas for a period of one or more days.

TWO—The authorization referred to in the previous article is waived in emergency situations or in cases of *force majeure*, namely those resulting from serious accident, catastrophe or natural calamity, that may entail serious risk to the safety of persons, in which case the concessionaire shall inform the Government as soon as possible, of the suspension of operation of the casino or other gaming areas.

Clause Thirteen

Electronic equipment for surveillance and control

ONE—The concessionaire shall install, in the casinos and other gaming areas, electronic equipment for surveillance and control of high international quality and approved by DICJ. To that effect, the concessionaire shall submit a written request to the same Bureau, identifying the equipment it intends to install, enclosing the technical specifications thereof. However, the

DICJ may, at any moment, request the presentation of specimens or samples of the referred equipment.

TWO—The concessionaire is further committed to install electronic equipment for surveillance and control approved by the DICJ, in other areas attached to the casinos and other gaming areas or in access and connecting areas, whenever so requested by the same Bureau.

4

THREE—The concessionaire shall promote the installation of new electronic equipment for surveillance and control, approved by DICJ, whenever a substantiated request is made by the same Bureau namely in order to maintain the high international quality referred in number ONE.

FOUR—The concessionaire shall inform the proper authorities as soon as possible, of any acts or facts which constitute crime or administrative infraction of which it has knowledge, as well as any other illegal acts or facts that it may consider as serious.

CHAPTER III **Concessionaire Company**

Clause Fourteen **Corporate purpose, head office and form of company**

ONE—The concessionaire is committed to have, as an exclusive corporate purpose, the operation of games of chance or other games in casinos.

TWO—The corporate purpose of the concessionaire may, depending on Government authorization, include activities related to the operation of games of chance or other games in casinos.

THREE—The concessionaire shall maintain its head office within the Macau Special Administrative Region under the form of Limited Liability Company.

Clause Fifteen **Capital stock and shares**

ONE—The concessionaire shall maintain a capital stock amounting to not less than MOP 200,000,000.00 (two hundred million patacas).

TWO—The total capital stock of the concessionaire is represented exclusively by registered nominative shares.

THREE—An increase of the concessionaire's capital through public subscription requires authorization by the Government.

FOUR—The issuing of preferential shares by the concessionaire requires authorization by the Government.

FIVE—Without prejudice of the established in the previous article, the creation or the issuing of types or series of shares representing the concessionaire's capital stock, as well as their conversion of one type of shares into another, requires Government authorization.

SIX—The concessionaire shall make all efforts, to have the total capital stock of the concessionaire's shareholders who are corporate bodies, and the total capital stock of the holders of capital shares who are corporate bodies, and so on, up to the ultimate holders of capital shares, whether these are individual or corporate bodies, be exclusively represented by registered nominative shares, except in relation to corporate bodies that are quoted on the stock exchange in what refers to the transacted shares.

Clause Sixteen **Transfer and encumbering of shares**

ONE—The transfer or encumbering, for any reason, of the property or other rights on registered shares representing the concessionaire's capital stock or the carrying out of any other act that may involve the granting of voting rights or other social rights to a person other than the holder, requires government authorization.

TWO—In the case referred to in the previous article, the concessionaire shall always refuse the registry and shall not recognize as shareholder any entity that may acquire or possess shares representing its capital stock in violation of the provisions of the present concession contract or the

law, and shall not carry out any action by which it, implicitly or explicitly recognises the transfer among living or encumbering as referred to in the previous article.

THREE—The transfer *mortis causa* of the property or other rights on shares representing the concessionaire's capital stock must be communicated to the Government, as soon as possible; the concessionaire shall, at the same time, make all efforts to have the transfer registered in its Shares Registration Book.

FOUR—Once obtained the authorization referred in number ONE, the holder of the property or other right on shares representing the concessionaire's capital stock, when transferring or encumbering or carrying out an act which involves the transfer to another party of the voting right or other social rights, shall immediately inform the concessionaire, who shall inform the DICJ, within thirty days of the register in the Shares Registration Book of the concessionaire or equivalent formality, and shall send copy of the documents that formalize that juridical transaction and furnish detailed information on any established terms and conditions.

FIVE—The concessionaire shall make all efforts to submit for Government approval any transfer between living parties, for whatever reason, of the property or other right on the capital shares of the holders representing the capital stock of the concessionaire, be they individual or corporate bodies and the capital stock of the holders of capital shares that are corporate bodies, whether these holders are individual or corporate bodies, and so on, up to the ultimate holders of capital shares, whether they are individual or corporate bodies, except for corporate bodies that are quoted on the exchange market in what refers to the shares therein traded, when this capital share directly or indirectly corresponds to a value of 5% or more of the concessionaire's capital stock.

SIX—The transfer *mortis causa* of the property or other right on the capital share of holders of 5% or more of capital shares representative the capital stock of the concessionaire's shareholders, whether individual or corporate bodies, and of the capital stock of the holders of 5% or more of capital shares of those that are corporate bodies, whether those holders are individual or corporate bodies, and so on, up to the ultimate holders of capital shares, whether these are individual or corporate bodies, should be submitted by the concessionaire to the Government, as soon as possible after the fact is known.

SEVEN—The concessionaire shall, furthermore, inform the Government, as soon as the fact is known, of the encumbering, for any reason, of the capital share representing the capital stock of its shareholders and of the capital shares held by holders of the capital stock of these shareholders, and so on, up to the capital share of the ultimate holders when the same capital share indirectly corresponds to 5% or more of the concessionaire's capital stock except for the corporate bodies that are quoted on the stock exchange in what concerns the shares therein traded,

EIGHT—The previous article is equally applicable to the implementation of any acts that involve the granting of voting rights or other social rights to a person other than its holder, except as to corporate bodies that are quoted on the stock market in what refers to the shares therein traded.

NINE—The provisions of number FOUR are applicable to the transfer, under any title, of the property or other right on the capital shares referred to in number FIVE, with the appropriate adaptations.

TEN—In the case of a dominant shareholder of the concessionaire not wishing to continue to be a shareholder of the same, by virtue of having received written instructions to that end from an agency charged with the regulation of the activity of operation of games of chance or other games in casinos of another jurisdiction in which it is a concessionaire or is licensed to operate games of chance in casinos or in which it is the dominant partner of the concessionaire or company licensed to operate games of chance in casinos, the Government, if it considers that such written instructions result from acts not of the responsibility of the concessionaire or the referred dominant partner, authorizes that the dominant partner transfer the

ownership of the capital stock it holds in the concessionaire, without prejudice of the necessity of authorization of the Government as to the acquisition of said capital stock by a third party.

Clause Seventeen
Issue of bonds

The issue of bonds by the concessionaire requires Government authorization.

Clause Eighteen
Quoted on the stock exchange

ONE—The concessionaire or a company of which it is the dominant partner may not be quoted on the stock exchange, without prior Government authorization.

TWO—The concessionaire shall also make all efforts so that the corporate bodies that are its dominant partners and whose principal activity consists on the execution, directly or indirectly, of projects referred to in the Investment Plan attached to the present concession contract, do not request or proceed to be quoted on the stock exchange without previously informing the Government.

THREE—The request for authorization referred in number ONE, and the advance information of the Government referred in the previous number must be, respectively, formulated or effected by the concessionaire and documented with all the necessary data, without prejudice of the Government requesting additional documents, data or information.

Clause Nineteen
Share and capital stock structure

ONE—The concessionaire shall submit to the Government annually, during the month of December, its share structure as well as the structure of the capital stock of the corporate bodies, *maxime* companies, holders of 5% or more of the concessionaire's capital stock, as well as the structure of the capital stock of the corporate bodies who are holders of 5% or more of the capital stock, and so on up to the individual or corporate bodies who are the ultimate shareholders, except in relation to corporate bodies that are quoted on the stock exchange in what refers to the shares therein traded, or submit a declaration attesting that these did not suffer any alteration.

TWO—The concessionaire shall also endeavour to obtain and deliver to the Government, together with the update or the declaration referred to in the previous paragraph, a declaration signed by each of its shareholders and the persons referred to in the previous number, duly authenticated, attesting that they are holders of the number of shares declared, and that these are registered nominative shares, accompanied by a copy of the shares representing the respective equity.

Clause Twenty
Prohibition to concentrate positions in governing bodies

ONE—The concessionaire shall not appoint to the Board of Directors, the Board of the General Meeting, the Audit Board or any other governing body, any person who holds a position in a governing body of another concessionaire, sub-concessionaire or concessionaire's management company, operating in the Macau Special Administrative Region.

TWO—The concessionaire shall inform the government, in the shortest possible period of time, of the appointment of any person to assume a position in the Board of Directors, the Board of the General Meeting, the Audit Board or any other governing body of the concessionaire.

THREE—The Government shall inform the concessionaire of the appointment of any person to assume a position on the Board of Directors, the Board of the General Meeting, the Audit Board or any other governing body of other concessionaires, sub-concessionaires or concessionaire's management companies, operating in the Macau Special Administrative Region.

Clause Twenty One
Management

ONE—The delegation of the management of the concessionaire, including the appointment of the Executive-Director, the scope of his powers and the term of the delegation, as well as any alteration,

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namely when involving replacement, temporary or definitive of the Executive-Director, is subject to Government authorization. For that purpose, the concessionaire shall send to the Government a draft of the resolution of its Board of Directors, containing the proposal for the delegation of the management of the concessionaire, including the identification of the Executive-Director, the scope of his powers and the term of the delegation, references relative to replacement in situations of impediment, as well as any deliberation relative to replacement, temporary or definitive, of the Executive-Director. A delegation of the management of the concessionaire does not have any effect, in any form, without the authorization of the Government in relation to every element.

TWO—If the Government does not approve any or some of the terms of the delegation referred in the previous paragraph, the concessionaire is bound to send to the Government, within fifteen days from the day the concessionaire receives the notification of non-acceptance, a new resolution draft, and in case the person appointed as Executive Director is not accepted by the Government, a new Annex II of the Administrative Rule number 26/2001 should be submitted by the new Executive Director.

THREE—The concessionaire shall ensure that no powers of attorney granting, based on a stable relation, powers that are conferred on the Board of Directors, to carry out any business in relation to the operation of the company on behalf of the concessionaire, with the exception of acts of the mere running of current business, namely with public offices and services, except with the authorization of the Government.

Clause Twenty Two
Articles of Association and shareholders agreements

ONE—Any change to the concessionaire's articles of association requires the approval of the Government.

TWO—The project for the change of the concessionaire's articles of association shall be sent, for approval, to the Government, with a minimum advance of thirty days in relation to the date of the Shareholders General Assembly in which the change will be discussed.

THREE—The concessionaire shall deliver to the Government an authenticated copy of the change to its articles of association, within thirty days after the execution.

FOUR—The concessionaire shall inform the Government of any shareholders agreement of which it gains knowledge. To that effect, and without prejudice of other courses of action it can or shall take, the concessionaire is bound to enquire from its shareholders, in the 15 days preceding any shareholder's General Assembly, or in the course of a General Assembly if it was not called, on the existence of shareholders agreements namely in relation to the exercise of voting rights or other social rights, and to inform the Government of the result of such enquiries.

FIVE—The government must, within sixty days, notify the concessionaire of the approval of the change of the Articles of Association and of the shareholders agreements.

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Clause Twenty Three
Duty to inform

ONE—Without prejudice of other obligations to inform established in the system of concessions referred to in clause six, the concessionaire shall:

- 1) Inform the Government, with the shortest possible delay, of any circumstances that may affect its normal functioning, such as those that may be related to its liquidity or solvency, the existence of any law proceedings**

against it or any one of its directors, shareholders with 5% or more of its capital stock and main employees with positions of relevance in the casino, any act or fact that takes place in the casinos and other gaming areas that may be considered a crime or administrative infraction that may come to its notice and any adverse attitude directed at the concessionaire or members of its governing bodies, by a responsible member of an entity or a worker of the Public Administration of the Macau Special Administrative Region, including agents of the Security Forces and Services.

- 2) Inform the Government, with the shortest possible delay, of any and every event that injure, hinder or substantially increase the financial burden or the difficulty in fully complying with the obligations resulting from the present concession contract, or that may cause the termination of the concession contract under the terms established in chapter XIX;
- 3) Inform the Government, with the shortest possible delay, as to any of the following facts or occurrences:
 1. Regular or incidental, periodical or extraordinary remuneration of its directors, financiers and main employees with positions of relevance in the casino, whether these are received as salaries, wages, remunerations or other, and well as any mechanism for their participation in profits;
 2. Existing benefits or benefits to be created, including share in the profits;
 3. Contracts for management and services, existing or to be proposed.
- 4) Deliver to the Government, with the shortest possible delay, authenticated copies of:
 1. Contracts or other instruments that refer or describe any remuneration mentioned in number 1 of the previous paragraph;
 2. Contracts or other instruments that refer or describe any benefits or forms of distribution of profits, existing or to be created;
 3. Contracts for management and services, existing or to be proposed.
- 5) Inform the Government, with the shortest possible delay as to any serious alteration, imminent or foreseeable, to its economic and financial situation, as well as to the economic and financial situation:
 1. Of its dominant partners;
 2. Of entities closely associated, namely those that have taken any commitment or pledged any guarantee towards the financing of the investments and obligations that the concessionaire must carry out or accept by reasons of the contract; and
 3. Of the shareholders that hold 5% or more of its capital stock who, in accordance with the terms of paragraph 2) of number 1 of article 18 of Law number 16/2001, have assumed the commitment or pledged a guarantee for the financing of the investments and obligations that the concessionaire must carry out or accept by reasons of contract.

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- 6) Inform the Government, with the shortest possible delay, when the average annual turnover with a third party

has reached MOP 250,000,000.00 (two hundred and fifty million patacas) or more;

- 7) To annually submit to DICJ, during the month of January, a document referring to all its bank accounts and respective balance;
- 8) To deliver, in the shortest possible period of time, any complementary or additional information requested by the Government;
- 9) To deliver to DICJ and to the Financial Services Bureau, hereinafter designated as DSF, with the shortest possible delay, all elements and information that these entities may require for the complete fulfilment of their functions.

TWO—The Government may determine that the obligations foreseen in 3) and 4) of the previous paragraph be fulfilled annually.

CHAPTER IV Management Company

Clause 24 Requirement to inform in advance and request Government authorization

ONE—The concessionaire shall inform the Government, with a minimum prior notice of ninety days, of its intention to enter into a contract with a management company.

TWO—The concessionaire shall request authorization from the Government whenever it intends to sign a management contract with a management company by which the mentioned company will assume its managing powers.

THREE—For the purposes of the previous paragraph, the concessionaire shall submit, together with the request for authorization, an authenticated copy of the articles of association of the management company or equivalent document and the draft of the respective management contract.

CHAPTER V Suitability

Clause Twenty Five Suitability of the concessionaire

ONE—The concessionaire shall keep its suitability qualifications for the term of the concession, in accordance to legal terms.

TWO—For the purposes of the previous paragraph, the concessionaire is subject to on-going and permanent monitoring and supervision by the Government, in accordance with legal terms.

THREE—The concessionaire undertakes to defray, as soon as possible, the costs incurred with the verification of its suitability; for that purpose, the DICJ shall issue a document, which will specify those costs that shall constitute sufficient evidence of same.

Clause Twenty Six Suitability of the shareholders, directors and main employees of the concessionaire and management companies

ONE—The concessionaire's shareholders who hold 5% or more of its capital stock, its directors and its main employees with relevant positions in the casino must retain their suitability qualifications for the term of the concession, in accordance with legal terms.

TWO—For the purposes of the previous paragraph, the concessionaire's shareholders who hold 5% or more of its capital stock, its directors and its main employees with relevant positions in the casino, are subject to a continuous and permanent monitoring and supervision by the Government, in accordance with legal terms.

THREE—The concessionaire shall make all efforts for the shareholders that hold 5% or more of its capital stock, its directors and main employees with relevant positions in the casino, to retain their suitability qualifications during the term of the concession, considering that their good name reflects on the good name of the concessionaire.

FOUR—The concessionaire shall request its shareholders who hold 5% or more of its capital stock, its directors and its main employees with relevant positions in the casino, to inform the Government with the shortest possible delay, of any and every factor that may be relevant to the good repute of the concessionaire or their own.

FIVE—For the purposes of the previous paragraph, the concessionaire shall enquire, every six months, from the shareholders who hold 5% or more of its capital stock, its directors and its main employees with relevant positions in the casino, whether they have knowledge of any fact that may relate to the good repute of the concessionaire or their own, although the concessionaire, having knowledge of any relevant fact, is bound to inform the Government with the shortest possible delay.

SIX—The concessionaire shall inform the Government, with the shortest possible delay upon gaining knowledge of any and every fact that may relate to the good repute of its shareholders who hold 5% or more of its capital stock, its directors and its main employees with relevant positions in the casino.

SEVEN—The concessionaire shall make all efforts for the managing companies it may contract, as well as holders of 5% or more of its capital stock, its directors and main employees with relevant positions in the casino, to retain their good name reflect on the good name of the concessionaire.

EIGHT—The regulations in number THREE of the previous clause are applicable to the process of verification of suitability of the concessionaire's shareholders and the managing companies that hold 5% or more of its capital stock, its directors and main employees with relevant positions in the concessionaire's casino, and of the managing companies with whom it may establish contracts.

**Clause Twenty Seven
Special duty to cooperate**

Without prejudice of the general duty to cooperate established in clause sixty seven, the concessionaire shall immediately submit to the Government any document, information or data that the Government may deem necessary to verify its continued suitability.

**Clause Twenty Eight
Special duty to inform**

ONE—The concessionaire shall inform the Government, with the shortest possible delay after obtaining knowledge, of the cessation of a licence or concession for the operation of games of chance or other games in casinos in any jurisdiction of any shareholder who holds 5% or more of its capital stock.

TWO—The concessionaire shall inform the Government, with the shortest possible delay after obtaining knowledge, of any investigation related to a fact that could lead an agency that governs the activity of the operation of games of chance or other games in casinos in another jurisdiction to punish, suspend or in any way affect the licence or concession for the operation of games of chance or other

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games in casinos that any shareholder who holds 5% or more of its capital stock may have in that jurisdiction.

**CHAPTER VI
Financial and financing capacity**

Clause Twenty Nine
Financial capacity of the concessionaire

ONE—The concessionaire shall maintain its financial capacity to operate the concession and to fulfil timely and totally the obligations pertaining to any aspect of its activity, investments and obligations committed by contract or under the terms of the present concession contract, especially as to the Investment Plan attached to the present concession contract.

TWO—For the purposes established in the previous paragraph the concessionaire and the shareholders holding 5% or more of its capital stock are subject to continuous and permanent monitoring and supervision by the Government, in accordance with legal terms.

THREE—The concessionaire undertakes to defray, as soon as possible, the costs incurred with the verification of its financial capacity and that of the shareholders holding 5% or more of its capital stock; for that purpose, the DICJ shall issue a document, which will specify those costs that shall constitute sufficient evidence of same.

Clause Thirty
Loans or similar contracts

ONE—The concessionaire shall inform the Government of any loan granted or similar contract signed with a third party, for an amount of more than MOP 30,000,000.00 (thirty million patacas).

TWO—The concessionaire shall not grant any loan or sign any similar contract with its directors, shareholders or main employees with relevant positions in the casino, without the authorization of the Government.

THREE—The concessionaire shall not sign any contract with a commercial businessman by which he may assume management powers or the possibility of intervening in the management of the concessionaire, namely through "*step in rights*", without the authorization of the Government.

Clause Thirty One
Assumption of risk

ONE—The concessionaire is committed to all the obligations and shall be fully and exclusively responsible for all risks inherent to the concession in what concerns its financial capacity and its financing, without prejudice of the provisions of clauses forty and seventy five.

DOIS—The grantee shall not be subject to any obligation, and does not assume any responsibility or risk, in what concerns the financing of the concessionaire.

Clause Thirty Two
Obtaining Financing

ONE—The concessionaire shall obtain the necessary financing for the timely and complete fulfilment of the obligations related to any aspect of its activity, investments and obligations to which it is contractually bound or that it may assume under the terms of the present concession contract, especially of the Investment Plan attached to the present concession contract.

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TWO—The grantee shall not be held liable for any exceptions or means of defence that may result from contractual relationships established by the concessionaire with third parties, including financing entities and shareholders of the concessionaire, in order to obtain the financing referred in the previous paragraph.

Clause Thirty Three
Legal reserves

The concessionaire shall maintain the reserves legally required.

Clause Thirty Four

Special duty to cooperate

One—Without prejudice of the general duty to cooperate established in clause sixty seven, the concessionaire shall immediately submit to the Government any document, information or data that the Government may deem necessary to verify its continued financial capacity.

TWO—The concessionaire shall inform the Government, with the shortest possible delay, of any loans, mortgages, declarations of debt, guarantees or any other obligation contracted or to be contracted to finance any aspect of its activity, in the amount of MOP 8,000,000.00 (eight million patacas) or more.

THREE—The concessionaire shall send to the Government, with the shortest possible delay, authenticated copies of documents relating to any loans, mortgages, declarations of debt, guarantees or any other obligation contracted or to be contracted for the financing of any aspect of its activity.

FOUR—The concessionaire shall endeavour to obtain and submit to the Government a declaration subscribed by each one of its dominant partners, including its determinant and ultimate partner, in which they accept to comply with this special duty to cooperate and shall present any documents and supply any information, data, authorizations or proof that they may be asked for to that effect.

CHAPTER VII Investment Plan

Clause Thirty Five Investment Plan

ONE—The concessionaire shall carry out the Investment Plan attached to the present concession contract in the terms therein presented.

TWO—The concessionaire shall namely:

- 1) Use skilled labour for all projects;**
- 2) Give preference, when contracting firms and workers for the execution of the projects referred to in the Investment Plan attached to the present concession contract, to those that permanently conduct business or are residents of the Macau Special Administrative Region;**
- 3) Respect, in the execution of the construction projects related to the projects referred to in the Investment Plan attached to the present concession contract, the technical norms and regulations in practice in the Macau Special Administrative Region, namely the Regulation on Foundations, approved by Decree-Law number 47/96/M of 26 August, and the Regulation for Safety and Work in the Structure of Buildings and Bridges, approved by Decree-Law number 56/96/M, of 16 September, as well as the specifications and homologation documents of official entities and the instructions of manufacturers or holders of patents;**

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- 4) Document the projects referred to in the Investment Plan attached to the present concession contract, for the approval of the Direcção dos Serviços de Solos, Obras Públicas e Transportes, hereinafter designated as DSSOPT, with a quality control handbook, prepared by an entity with proven experience in similar services and of the same type, whose technical competence is recognized and approved by this Direction, with a work plan and respective financial and execution chronograms, with samples of the most significant materials and the curricula of those responsible for each speciality, apart from all other documents foreseen in the legislation in force, namely Decree-Law number 79/85/M of August 21; and if the quality control handbook is not submitted or not approved, the concessionaire shall be committed to follow the quality control handbook prepared in the meantime by experts designated by the DSSOPT;**
 - 5) Carry out the work in perfect conformity with the approved projects, in accordance with legal and regulatory norms in force and in accordance with internationally recognized standards for construction and supply of the same type, as well as in accordance with art rules;**

- 6) **Respect deadlines in the construction and opening to the public of the projects referred to in the Investment Plan attached to the present concession contract;**
- 7) **Use, for the carrying out of the plans referred in the Investment Plan attached to the present concession contract, materials, systems and equipment certified and approved by recognized entities and in accordance with international standards, generally accepted as having high international quality;**
- 8) **Maintain the quality of all the plans referred to in the Investment Plan attached to the present concession contract, in accordance with high international standards of quality.**
- 9) **Ensure that commercial businesses comprised in their premises have high international quality standards;**
- 10) **Maintain a modern, efficient and high quality management, in accordance with high international quality standards;**
- 11) **Inform the Government, with the shortest delay possible, of any and every situation that significantly alters or may alter, both in the construction phase of its premises and in the operation phase of any aspect of its activity, the normal progress of work, as well as of any structural or other anomaly in their premises, by means of a detailed and documented report of these situations, possibly comprising any contribution from outside sources of recognized competence and repute, also indicating any measures taken or to be taken in order to solve those situations.**

THREE—The concessionaire is responsible towards the grantee and third parties for any damage caused by deficiencies, errors or serious omissions in the conception and dimension of the plans, the execution of construction work and maintenance inherent to the Investment Plan attached to the present concession contract that may be attributed to it.

FOUR—The Government may authorize the alteration of the deadlines referred to in paragraph 6) of number TWO, without the need to revise the present concession contract.

FIVE—The grantee shall facilitate the direct or indirect execution of the plans referred to in the Investment Plan attached to the present concession contract, by the concessionaire, in accordance with the terms of the law.

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Clause Thirty Six

Alteration to the projects comprised in the Investment Plan

ONE—In the execution of the Investment Plan attached to the present concession contract, the Government may request any documentation or make alterations to the execution of these plans, to guarantee the fulfilment of the technical norms and regulations in force and the required quality standards.

TWO—The Government shall not make any alterations to the referred plans that would imply an increase in the global amount referred to in clause thirty nine.

Clause Thirty Seven

Inspection

ONE—The Government, namely through DSSOPT, shall oversee and inspect the construction work, namely the compliance with the work plan and the quality of materials, systems and equipment, in accordance with applicable legislation in regard to the requirements of the Investment Plan attached to the present concession contract.

TWO—The concessionaire shall be notified by this Direction on the appointment of the DSSOPT representatives to oversee and inspect the construction work; when the overseeing and inspection of the construction work is to be carried out by more than one representative, one will be appointed to be in charge.

THREE—The concessionaire shall deliver, for the purposes of number ONE, detailed monthly reports, in writing, showing the progress of the Investment Plan attached to the present concession contract. The said monthly reports shall include, at least:

- 1) The most relevant events, number of employees, quantities of materials, systems and equipment involved;**
- 2) The work progress in relation to the work programme (progress control);**
- 3) Updates to the financial and execution chronograms;**
- 4) The requirements for plans, supplies, means to be used, materials, systems and equipment;**
- 5) The main measures taken to guarantee compliance with the work programme;**
- 6) Action to be taken to correct deviations.**

FOUR—The concessionaire shall submit extraordinary reports, detailed and in writing, whenever deemed necessary, namely when the normal work progress related to the execution of the Investment Plan attached to the present concession contract may be jeopardized.

FIVE—The concessionaire shall submit, upon the request of the Government, within the established deadline, any documents, namely written and drawn relating to the Investment Plan attached to the present concession contract.

SIX—The concessionaire shall furthermore supply in addition to the documents mentioned in the previous paragraph, any clarification and information that may be requested.

SEVEN—If the Government has any doubts as to the quality of the work, it may require that tests be carried out, apart from those foreseen by the concessionaire, consulting the latter, if necessary, as to the rules of decision to be adopted.

EIGHT—The expenses incurred with the tests referred to in the previous paragraph and the correction of detected deficiencies will be paid by the concessionaire.

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NINE—The orders and notifications related with technical aspects of the work may be addressed, by the Government, namely through DSSOPT, directly to the technical director of the site.

TEN—The technical director of the site must follow the work closely and be present at the site whenever so required.

ELEVEN—The Government, namely through DSSOPT, may suspend and embargo, under the terms of law, the work in progress whenever there is evidence of non-conformity with the plans approved, or violation of the legal rules and regulations applicable by law and by virtue of any contract.

TWELVE—The powers of inspection on the compliance with the requirements resulting from the present concession contract do not involve any responsibility on the part of the grantee for the execution of the construction work: the concessionaire is exclusively responsible for any defect or fault in the conception, execution or operation of the said works, except for those that may have resulted from a decision of the grantee.

Clause Thirty Eight Contracting and subcontracting

Contracting and subcontracting of third parties does not exempt the concessionaire from its legal or contractual obligations.

Clause Thirty Nine Allocation of the remaining value of the investments included in the

Investment Plan

If, on completion of the work of the Investments Plan attached to the present concession contract, the total value of the concessionaire's direct or indirect expenses, is inferior to the global amount anticipated of MOP 4,000,000,000.00 (four thousand million patacas) for the investments described in the awarding proposal submitted by the concessionaire as bidder to the first public tender for the awarding of three concessions for the operation of games of chance or other games in casinos and included in the above mentioned Investments Plan, the concessionaire shall spend the remainder in projects related to its activity, to be indicated by the concessionaire and accepted by the Government, or in projects of relevant public interest for the Macau Special Administrative Region, to be indicated by the Government.

Clause Forty Insurance

ONE—The concessionaire shall establish and keep up to date the insurance contracts that will guarantee an effective and comprehensive coverage of the risks inherent to the activities integrated in the concession. These insurance policies shall be contracted with authorized insurance companies operating in the Macau Special Administrative Region or if not feasible or too expensive for the concessionaire, with the Government's authorization, with outside insurers,

TWO—The concessionaire shall, specifically, ensure that the following insurance contracts exist and are maintained in force:

- 1) Insurance for work related accidents and professional illnesses;
- 2) Third party liability insurance for all its vehicles;
- 3) Third party liability insurance for ships, aircraft or other flying engines that are the property of the concessionaire or being used under the leasing system;
- 4) Third party liability insurance for the posting of advertising materials;

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- 5) General third party liability insurance related to the operation of games of chance or other games in casinos in the Macau Special Administrative Region, as well as the development of other activities integrated in the concession and that are not covered by any other insurance policy;
 - 6) Insurance against damage to buildings, furniture, equipment and other goods allocated to the activities integrated in the concession;
 - 7) Insurance of buildings (all risks, including third party liability) covering any construction work of, or on, buildings related to the activities integrated in the concession;

THREE—The insurance coverage mentioned in 6) of the previous paragraph is to be of the multi-risk type, and shall cover at least, the following:

- 1) Fire, lightning or explosion (whatever the nature);
- 2) Rupture of pipes, spillage or overflowing of tanks, boilers, plumbing, tanks, toilettes or equipment for the transport of water;
- 3) Floods, typhoons, tropical storms, volcanic eruptions, earthquakes or other convulsions of nature;
- 4) Fall or clashing of aircraft or other flying engines or objects fallen or thrown from them;
- 5) Vehicle crashes;
- 6) Larceny or theft;

- 7) **Strikes, assaults, riots, disturbances of public order or other facts of a similar nature.**

FOUR—The capital or the minimum limit to be insured, with reference to the insurance mentioned in TWO is the following:

- 1) **In accordance with legislation in force for the insurance foreseen in items 1) to 4);**
- 2) **An amount to be determined by the Government for the insurance in item 5), taking into account, among other factors, the turnover of activities integrated in the concession and the accident rate of the previous year,**
- 3) **Equal to the net value of the goods to be covered by the insurance under item 6), net value meaning the gross value minus accumulated depreciation;**
- 4) **The value of the construction work for the insurance referred in item 7).**

FIVE—the concessionaire shall further ensure that the entities they may contract have valid insurance against work related accidents and professional illnesses.

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SIX—The concessionaire shall make proof, before the Government, of the existence and full validity of the insurance contracts, by submitting a copy of these at the time they are contracted and upon renovation.

SEVEN—The concessionaire shall not start any construction or work without previously submitting to the Government the copies referred to in the previous paragraph.

EIGHT—Except by Government authorization, the concessionaire may not cancel, suspend, modify or substitute any insurance contracts, except in the case of a mere change of insurance company, in which case the concessionaire shall inform the Government of the fact as soon as possible.

NINE—The Government may, at the concessionaire's expense, and resorting to the bail deposited to guarantee the legal or contractual obligations of the concessionaire, directly pay the insurance, if the concessionaire has not done so.

CHAPTER VIII ASSETS

Clause Forty One Assets of the Macau Special Administrative Region

ONE—The concessionaire shall ensure the maintenance or replacement, in accordance to instructions of the DICJ, of the property/goods of the Macau Special Administrative Region that may be allocated to the operation of the concession through the temporary transfer of its use, fruition and utilization.

TWO—The concessionaire shall ensure the maintenance of the land, grounds or natural resources, whose management is the responsibility of the Government, under the terms of article 7 of the Basic Law of the Macau Special Administrative Region, and that have been or may be allocated to the operation of the concession, either by rental or by concession.

Clause Forty Two Other assets

ONE—The casinos, as well as the equipment and all utensils pertaining to the games, must be located in the concessionaire's premises, and no expenses or encumbering may fall on the casinos, equipment and utensils, except with the Government's authorization.

TWO—In spite of the authorization referred to in the previous paragraph, the concessionaire shall ensure that the casinos, as well as the equipment and utensils pertaining to the games, even if located outside these, are free of any expense or onus at the time the concession terminates.

THREE—Except by Government authorization, the casinos may not be located in buildings, the use and fruition of which are entitled by leasing contracts, whatever their nature, or any other type of contract that does not confer to the concessionaire total property rights, even if atypical; the said authorization may namely impose the condition, in order to allow the reversal of the casinos to the Macau Special Administrative Region, that the concessionaire acquire the independent units where the casinos are located, up until one hundred and eighty days before the date foreseen in number ONE of clause forty three, except if the concession becomes extinct before that date, in which the acquisition must take place in the shortest possible period of time.

FOUR—When duly authorized, the concessionaire shall submit to the Government, a copy of the contracts referred to in the previous paragraph, as well as all the alterations and changes, even if retroactive.

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FIVE—The concessionaire shall locate all its casinos in buildings or groups of buildings, even though they may constitute a single economic and functional unit, established as horizontal property, so that they are integrated in one or more independent units, with areas perfectly identified and defined.

SIX—For purposes of the previous paragraph, the concessionaire shall submit to the government, with the shortest possible delay, a certificate of the real estate registry in relation to the constitution of horizontal property, which shall include the specifications of all independent units, together with a blueprint where the respective areas are defined and marked.

SEVEN—The concessionaire shall register any alteration to the constitution deed for the horizontal property, submitting to the Government, through the DSF, as soon as possible, the respective real estate registry certificate.

EIGHT—The concessionaire shall furthermore submit for the approval of the Government the regulation of the condominium relating to the horizontal property.

Clause Forty Three
Reversal of the casinos and equipment and utensils allocated to the games

ONE—On the 26th day of June two thousand and twenty two, except if the concession becomes extinct before that date, the casinos, as well as the equipment and utensils pertaining to the games, even though they may be placed outside these, shall revert cost-free and automatically to the grantee, and the concessionaire shall surrender them in perfect working order, without prejudice of the normal wear and tear resulting from the operation of the present concession contract, and free of any onus or charge.

TWO—The concessionaire shall immediately deliver the property referred to in the previous paragraph.

THREE—If the concessionaire does not immediately surrender the property referred to in ONE, the Government shall take immediate administrative possession of same, the expenses being paid for out of the bail to guarantee the compliance with the legal or contractual obligations of the concessionaire.

FOUR—When the concession terminates, the Government shall inspect the property referred to in clauses Forty One and Forty Two, in the presence of the representatives of the concessionaire, in order to ascertain the condition and maintenance of the mentioned property and a report shall be prepared.

FIVE—Should the dissolution or liquidation of the concessionaire occur, the distribution of its estate cannot be effected until the Government certifies, through the mandatory inventory mentioned in the next clause, that the property to be reverted is in perfect order and working condition, or until there is assurance, by means of a guarantee accepted by the Government, of payment of any amounts due to the grantee, by way of indemnity or any other title.

SIX—The ruling in the last part of number ONE does not preclude the normal renovation of equipment and utensils pertaining to the games.

Clause Forty Four
Inventory of property allocated to the concession

ONE—The concessionaire shall prepare, in triplicate, and maintain updated, the inventory of all goods and rights pertaining to the Macau Special Administrative Region for the use of the concession, as well as all property that shall revert to the Macau Special Administrative Region, and shall annually and prior to the thirty first of May, update the maps corresponding to alterations that have taken place and send them to the DICJ and the DSF.

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TWO—In the year of the final term of the concession, it is mandatory that the above-described inventory be prepared sixty days before termination.

THREE—In other cases of extinction of the concession, the inventory referred in ONE shall take place at a date and time determined by the Government.

**Clause Forty Five
Improvements**

The improvements that, for any reason, are done to the property referred to in clause Forty One, as well as to the property reverting to the grantee, do not entitle the concessionaire to any compensation or indemnity.

**Clause Forty Six
Granting of land for the use of the concessionaire**

ONE—The system of granting of land for the use of the concessionaire, namely for the operation of the concession, is established in the respective land granting contract.

TWO—The clauses of the land granting contract to be signed by the Government and the concessionaire are subject to the conditions of the present concession contract, in what is applicable.

**CHAPTER IX
Premium**

**Clause Forty Seven
Premium**

ONE—The concessionaire shall pay the Macau Special Administrative Region an annual premium, for the term of the concession, as payment for the awarding of a concession for the operation of games of chance or other games in casinos.

TWO—The amount of the annual premium to be paid by the concessionaire is composed of a fixed and a variable portion.

THREE—The amount of the fixed portion of the premium to be paid by the concessionaire is, under the terms of Dispatch number 215/2001 of the Chief Executive, of MOP 30,000,000.00 (thirty million patacas) per year.

FOUR—The amount of the variable part of the premium to be paid annually by the concessionaire shall be calculated based on the number of gaming tables and electric or mechanical machines, including "*slot machines*", operated by same.

FIVE—For the purposes of the previous number:

- 1) For each gaming table reserved for particular games and players, namely operated in a special area or room, the concessionaire shall pay, per year, MOP 300,000,00 (three hundred thousand patacas).**
- 2) For each gaming table non-reserved for particular games and players, the concessionaire shall pay, per year, MOP 150,000,00 (one hundred and fifty thousand patacas);**
- 3) For each electric or mechanic gaming machine, including "*slot machines*", operated by the concessionaire, the concessionaire shall pay, per year, MOP 1,000.00 (one thousand patacas).**

SIX—Apart from the number of gaming tables that the concessionaire operates at a given time, the amount of the variable portion of the premium cannot be less than the amount that would result from the permanent operation of 100 (one hundred) gaming tables reserved for particular games and

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players, namely operated in gaming rooms or special areas, and 100 (one hundred) gaming tables non-reserved for particular games and players.

SEVEN—The concessionaire shall pay the amount of the fixed portion of the premium, up until the tenth day of the month of January of the year to which it refers: payment in monthly instalments is possible at the discretion of the Government.

EIGHT—The concessionaire shall pay monthly, up until the tenth day of the month following that to which it refers, the amount of the variable portion of the premium referring to the gaming tables, electric or mechanic gaming machines, including "*slot machines*" that it operated during the previous month.

NINE—For purposes of the calculation of the amount of the variable part of the premium referred in the previous number, consideration is given to the number of days that in a given month each gaming table and each electric or mechanic gaming machine, including "*slot machines*", was operated by the concessionaire.

TEN—The payment of the premium is carried out by submitting the respective payment invoice in the Receiving section of the Finance Department of the Macau Special Administrative Region.

Chapter X
Contributions under paragraphs 7) and 8) of article 22 of Law number 16/2001

Clause Forty Eight
Contribution under paragraph 7) of article 22 of Law number 16/2001

ONE—The concessionaire shall pay to the grantee a contribution corresponding to 1.6% (one point six percent) of the gross revenues of the gaming operation, that will be made available to a public foundation for the promotion, development and study of social, cultural, economic, educational, scientific, academic and charity activities, to be indicated by the Government.

TWO—The contribution referred above is paid monthly by the concessionaire, prior to the tenth day of the month following that to which it relates, by submission of the respective payment invoice in the Receiving section of the Finance Department of the Macau Special Administrative Region.

THREE—The contribution referred in number ONE will be the object of a special budget record by the grantee.

Clause Forty Nine
Contribution under item 8) of article 22 of Law number 16/2001

ONE—The concessionaire undertakes to pay the grantee a contribution corresponding to 2.4% (two point four percent) of the gross revenues of the gaming operation, to be used for urban development, tourist promotion and the social security of the Macau Special Administrative Region.

TWO—The contribution mentioned in the previous paragraph is paid monthly by the concessionaire until the tenth day of the month following that to which it relates, by submitting the respective payment invoice in the Receiving Section of the Finance Department of the Macau Special Administrative Region.

THREE—The contribution referred to in number ONE will be the subject to a special budget record by the grantee.

FOUR—The Government may appoint one or more projects or one or more entities as beneficiaries of the allocation of part the amounts paid.

FIVE—The Government and the concessionaire may agree to allocate, to one or more entities or one or more projects, funds, up to the maximum amount of 1.2% (one point two) of the gross revenue of the gaming operations, in such case the concessionaire may allocate directly the funds to such entities or projects, in which case the amount of the contribution referred to in ONE to be submitted to the Receiving Section of the Finance Department of the Macau Special Administrative Region, will be reduced accordingly.

CHAPTER XI
Fiscal obligations and submission of documents

Clause 50
Special gaming tax

ONE—The concessionaire shall pay the Macau Special Administrative Region the special gaming tax established by law, which shall be paid in duodecimals, by a monthly remittance to the Government up to the tenth day of the month following that to which it refers.

TWO—The payment of the special gaming tax may be effected in patacas or in a currency accepted by the Government.

THREE—The payment of the special gaming tax in patacas is made directly to the Treasury of the Macau Special Administrative Region.

FOUR—The payment of the special gaming tax in currency accepted by the Government is made by means of remittance of that currency to the Macau Monetary Authority who will place the corresponding amount in patacas at the order of the Treasury of the Macau Special Administrative Region.

Clause Fifty One
Tax withholding

ONE—The concessionaire shall withhold, on a definitive basis, the legally established tax on commissions and other remunerations paid to game promoters, submitting the respective amounts monthly, up to the tenth day of the month following that to which it refers, to the Receiving section of the Finance Department of the Macau Special Administrative Region.

TWO—The concessionaire shall withhold, on a definitive basis, the legally established income tax for workers, submitting the respective amounts monthly, up to the tenth day of the month following that to which it refers, at the Receiving section of the Finance Department of the Macau Special Administrative Region, in accordance with the law.

Clause Fifty Two
Payment of other taxes, contributions, rates or emoluments due

The concessionaire shall pay other taxes, contributions, rates or emoluments due in accordance with the legislation of the Macau Special Administrative Region from which it has not been exempted.

Clause Fifty Three
**Document proving the non-existence of debts to the Treasury of the
Macau Special Administrative Region**

ONE—The concessionaire shall supply to the Government annually, until the thirty first of March, a certificate issued by the DSF, referred to the previous year, confirming that the concessionaire has no debts to the Treasury of the Macau Special Administrative Region, for contributions and taxes, fines or accruals, being including in this concept the interest on deferred payments and the 3% of debts.

TWO—The concessionaire shall furthermore supply to the Government, annually and up to thirty first of March, a document referred to the previous year, describing the fiscal situation of its executive director, the members of its governing bodies and of its shareholders holding 5% or more of its capital stock.

**Clause Fifty Four
Document proving the non-existence of debts to the Social Security of the
Macau Special Administrative Region**

The concessionaire shall supply the Government annually, until the thirty first of March, a certificate issued by the Social Security Fund of the Macau Special Administrative Region confirming that the concessionaire has its payments to the Social Security Fund of the Macau Special Administrative Region in order.

**Clause Fifty Five
Furnishing of information**

ONE—The concessionaire shall submit to the Government every quarter, until the last day of the month following the end of the respective quarter, its trial balance relating to the previous quarter, except for the last quarter of each year that is sent until the last day of the month of February of the following year.

TWO—The concessionaire shall also submit to the Government, until thirty days before the date of the annual general meeting to approve the accounts, the following elements:

- 1) The set of accounting and statistic maps referring to the previous fiscal year;**
- 2) The full names, in all possible versions, of those who, during the respective year were part of management and fiscal boards, of the appointed attorneys, as well as of the person responsible for the accounts department; and**
- 3) A copy of the annual report of the board of directors, together with the report of the audit board and of the external auditors.**

**Clause Fifty Six
Accounting and internal control**

ONE—The concessionaire shall have its own accounting, a sound administrative organization and adequate control procedures, and shall follow, as to these matters, the instructions issued by the government, namely through the DICJ or the DSF.

TWO—In the format and rendering of the accounts, the concessionaire shall solely follow the criteria of the Official Accounting Plan in effect in the Macau Special Administrative Region, without prejudice of the Head of the Executive, by proposal of the director of the DICJ or the director of the DSF, eventually making mandatory the existence of certain books, documents or other accounting elements, as well as determining the criteria to be adopted by the concessionaire in the accounting records of its operations and the observance of special norms in their preparation or presentation.

**Clause Fifty Seven
External audit of annual accounts**

The concessionaire shall carry out an annual audit to its accounts, conducted by an external independent agent of recognized international repute, previously accepted by the DICJ and the DSF, supplying in advance all the necessary documentation, namely that referred in article 34 of Law number 16/2001.

**Clause Fifty Eight
Extraordinary Audits**

The concessionaire shall at any moment, with or without advance notice, accept extraordinary audits, carried out by an external independent agent of recognized international repute or by another entity, as and when the DICJ or the DSF deem it necessary or convenient.

Clause Fifty Nine
Mandatory publications

ONE—The concessionaire is committed to annually publishing, until the thirtieth of April, and in relation to the previous fiscal year ended at the thirty first of December, in the Official Gazette of the Macau Special Administrative Region, and in two of the most widely read newspapers of the Macau Special Administrative Region, one being necessarily in the Chinese language and the other in the Portuguese language, the following information:

- 1) Balance sheet, statement of results and attachments;
- 2) Summary of the activity report;
- 3) Report of the fiscal board
- 4) Summary of the external auditors' report
- 5) List of qualified shareholders, holding 5% or more of the capital stock, in any period of the year, with indication of the respective percentage value; and
- 6) The names of the members of the governing bodies.

TWO—The concessionaire shall submit to the Government, a copy of all the elements referred in the previous paragraph, and of other elements for publication, which is required by the concession system referred to in clause six, with the minimum advance of ten days prior to the date of publication.

Clause Sixty
Special duty of cooperation

Without prejudice of the general duty to cooperate contemplated in clause sixty seven, the concessionaire shall cooperate with the Government, namely with the DICJ and the DSF, as to the supply of elements and information that may be solicited by them, and as to the analysis or inspection of its accounts, holding extraordinary audits and, in general, as to the duties entailed by the concession system referred to in clause six.

CHAPTER XII
Guarantees

Clause Sixty One
Bail as guarantee of fulfilment of the legal or contractual obligations
of the concessionaire

ONE—The bail, as guarantee of the fulfilment of the legal or contractual obligations of the concessionaire may be given in any one of the forms legally contemplated, as long as accepted by the Government.

TWO—The concessionaire shall maintain, in favour of the Government, the first demand autonomous bank guarantee, issued by the Banco Nacional Ultramarino, S.A. to guarantee:

- 1) the exact and timely fulfilment of the legal or contractual obligations to which the concessionaire is bound;

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- 2) the exact and timely payment of the premium that the concessionaire is committed to pay for Macau Special Administrative Region under clause Forty Seven;

- 3) the payment of fines or other pecuniary penalties that may be levied on the concessionaire by reason of legal ruling or of any clause in the present concession contract;
- 4) the payment of any indemnity resulting from contractual responsibility for damage suffered and failed income due to the total or partial non-compliance of the obligations to which the concessionaire is bound by the present concession contract.

THREE—The concessionaire shall maintain in favour of the Government, the autonomous bank guarantee referred in the previous paragraph in the maximum value of MOP 700,000,000.00 (seven hundred million patacas) from the signing of the present concession contract until the thirty first of March of the year two thousand and seven, and with the maximum value of MOP 300,000,000.00 (three hundred million patacas) from the first of April of the year two thousand and seven until one hundred and eighty days after the term of the concession contract.

FOUR—The concessionaire shall make every effort to fulfil all necessary obligations to maintain in effect the autonomous guarantee referred in number TWO.

FIVE—The Government may resort to the autonomous bank guarantee referred in number TWO, independent of any prior judicial decision, whenever the concessionaire does not fulfil any of the legal or contractual obligations to which it is bound, does not proceed to effect exact and timely payment of the premiums to which it is bound, does not pay nor contest within the legal time limit the fines or other pecuniary penalties that have been levied by reason of legal ruling or clause of the present concession contract; the Government may also resort to the autonomous bank guarantee referred in number TWO if there is cause for payment of any indemnity resulting from contractual responsibility for suffered damage and failed income resulting from the total or partly non-fulfilment of the obligations to which the concessionaire is bound by the present concession contract.

SIX—Whenever the Government resorts to the autonomous bank guarantee referred in number TWO, the concessionaire shall take all the necessary steps to reinstate its full effect, within 15 days from the date of notification of the fact.

SEVEN—The autonomous bank guarantee referred to in number TWO may only be cancelled by means of Government authorization.

EIGHT—The Government may authorize the alteration of the terms or conditions referred in numbers THREE to SIX, as well as authorize the substitution of the autonomous bank guarantee referred in number TWO by another form legally accepted for the posting of bail as guarantee of fulfilment of the legal or contractual obligations of the concessionaire.

NINE—The costs incurred with the issue, maintaining and cancellation of bail as a guarantee of fulfilment of the legal or contractual obligations of the concessionaire are borne entirely by the concessionaire.

Clause Sixty Two **Specific bank guarantee for guarantee of the payment of the** **special gaming tax**

ONE—The concessionaire shall produce, on demand by the Government under number 5 of article 27 of Law number 16/2001, if there is justified concern that the concessionaire may not pay the probable monthly amounts of the special gaming tax, within the deadline and under the terms, conditions and amounts to be established by the Government, a special autonomous bank guarantee, on first demand, issued in favour of the Government to guarantee the payment of those same amounts.

TWO—The terms and conditions of the autonomous bank guarantee referred to in the previous paragraph may not be altered without Government authorization, the concessionaire being bound to fulfil all the obligations that result or may result from maintaining in effect the guarantee in the exact terms in which it was given.

THREE—The Government may resort to the autonomous bank guarantee referred in number ONE, independently of any previous judicial decision, whenever the concessionaire does not pay the special gaming tax owed to the grantee under the