

RECEIVED

MAY 02 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT OF WATER RESOURCES
SOUTHERN REGION

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
37-8431	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Stephen Wynn - Aquarius Saw LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Damo, LLC - Stephen Wynn
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 2449 N. Tenaya Way Las Vegas NV 89133
Mailing address City State Zip
702-770-1020 ap@luluco.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 11-9-2009 & 6-24-2010.
6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document - warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
o \$25 per undivided water right.
o \$100 per split water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Stephen Wynn Owner 3/25/2022
Signature of new owner/claimant Title, if applicable Date

Print name

Signature: _____
Signature of new owner/claimant Title, if applicable Date

Print name

Received by SG Date 5/2/22 For IDWR Office Use Only: Receipt No. 5039215 Receipt Amt. \$25.00
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by _____ Processed by DM Date 5-5-2022

No. W 109106		Due no later than Dec 31, 2017 Annual Report Form		2. Registered Agent and Address (NO PO BOX)	
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		1. Mailing Address: Correct in this box if needed. DAMO, LLC STEVE WYNN 3131 LAS VEGAS BLVD S LAS VEGAS NV 89109		CYNTHIA J WOOLEY 200 W RIVER ST STE 201 KETCHUM ID 83340	
				3. <u>New</u> Registered Agent Signature:*	
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.					
Office Held	Name	Street or PO Address	City	State	Country Postal Code
MEMBER	STEVE WYNN	3131 LAS VEGAS BLVD S	LAS VEGAS	NV	USA 89109
5. Organized Under the Laws of: NV W 109106		6. Annual Report must be signed.* Signature: Steve Wynn Name (type or print): Steve Wynn Date: 12/31/2017 Title: Member			
Processed 12/31/2017		* Electronically provided signatures are accepted as original signatures.			



0003339721

**STATE OF IDAHO***Office of the secretary of state, Lawrence Denney***WITHDRAWAL OF FOREIGN REGISTRATION
STATEMENT**

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$20.00 - Make Checks Payable to Secretary of State

*For Office Use Only***-FILED-**

File #: 0003339721

Date Filed: 10/30/2018 11:58:51 AM

B0083-8216 10/30/2018 11:58 AM Received by ID Secretary of State Lawrence Denney

1. The name of the entity in it's home jurisdiction is: SAW Household Account LLC
2. The name the entity used in Idaho is: AQUARIUS SAW, LLC The file number of this entity on the records of the Idaho Secretary of State is: 0000301942
3. The entity's jurisdiction of formation is: NEVADA
4. The address to which service of process may be made to the entity (after the withdrawal) is: STEPHEN A WYNN 2449 N TENAYA WAY # 35290 LAS VEGAS, NV 89133-8093
5. Agreements ☒ The entity is not transacting business in the State of Idaho, and withdraws its registration to do business in this state. ☒ The entity revokes the authority of its registered agent in the State of Idaho to accept service of process on its behalf in this state. ☒ The entity agrees to notify the Idaho Secretary of State of any changes to the address provided above for service of process.
The withdrawal must be signed by an officer or director of a corporation, a member or manager of an LLC, or a partner of an LP. STEPHEN A WYNN Sign Here Signer's Capacity Manager <u>10/30/2018</u> Date



0003338979

**STATE OF IDAHO***Office of the secretary of state, Lawrence Denney***CHANGE OF BUSINESS MAILING ADDRESS**

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$0.00

*For Office Use Only***-FILED-**

File #: 0003338979

Date Filed: 10/29/2018 3:22:20 PM

The entity name and address for which the mailing address is being changed:

The name of the business entity is:

AQUARIUS SAW, LLC

The file number of this entity on the records of the Idaho Secretary of State is: 0000301942

New Address

Nathan Lloyd
2449 N TENAYA WAY # 35290
LAS VEGAS, NV 89133-8093

Signature:

Nathan Lloyd

Sign Here

Signer's Capacity Authorized Representative

10/29/2018

Date

B0083-1575 10/29/2018 3:22 PM Received by ID Secretary of State Lawrence Denney

No. W 97516		Due no later than Oct 31, 2017		2. Registered Agent and Address (NO PO BOX)	
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		Annual Report Form		C T CORPORATION SYSTEM 921 S ORCHARD ST STE G BOISE ID 83705	
		1. Mailing Address: Correct in this box if needed. AQUARIUS SAW, LLC CINDY MITCHUM 3131 LAS VEGAS BLVD S LAS VEGAS NV 89109		3. <u>New</u> Registered Agent Signature:*	
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.					
Office Held	Name	Street or PO Address	City	State	Country Postal Code
MEMBER	STEPHEN A WYNN	3131 LAS VEGAS BLVD. SOUTH	LAS VEGAS	NV	USA 89109
5. Organized Under the Laws of: NV W 97516		6. Annual Report must be signed.* Signature: Stephen Wynn Name (type or print): Stephen Wynn Date: 10/29/2017 Title: Member			
Processed 10/29/2017		* Electronically provided signatures are accepted as original signatures.			

OPERATING AGREEMENT
OF
DAMO, LLC
a Nevada limited liability company

This Operating Agreement (this "Agreement") of Damo, LLC, a Nevada limited liability company (the "Company"), is made, adopted and entered into at Las Vegas, Nevada, as of the 4th day of January, 2011 (the "Effective Date"), by Stephen A. Wynn, as Trustee of the Stephen A. Wynn Revocable Trust u/d/t dated June 24, 2010 (the "Member"), who is the sole member of the Company, with reference to the recitals set forth below.

R E C I T A L S

A. On the Effective Date, the Member caused the Company to be organized by the filing of the Articles (as defined below) under the Act (as defined below) in the office of the Nevada Secretary of State;

B. As of the Effective Date, the Member desires to set forth and adopt the operating agreement of the Company to provide for the conduct of the Company's business and affairs on and after the Effective Date.

NOW, THEREFORE, the Member hereby agrees to and adopts the following:

ARTICLE I
DEFINITIONS

1.1 Defined Terms. The capitalized terms used in this Agreement shall have the following meanings:

"Act" means Chapter 86 of the NRS.

"Affiliate" means with respect to a specified Person, any other Person who or which is (a) directly or indirectly controlling, controlled by or under common control with the specified Person, or (b) any member, stockholder, director, officer, manager, or comparable principal of, or relative or spouse of, the specified Person. For purposes of this definition, "control," "controlling" and "controlled" mean the right to exercise, directly or indirectly, more than fifty percent of the voting power of the stockholders, members or owners and, with respect to any individual, partnership, trust or other entity or association, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled entity.

"Agreement" means this Operating Agreement.

"Articles" means the Articles of Organization of the Company as filed with the office of the Nevada Secretary of State.

"Capital Contribution" means a contribution to the capital of the Company in cash, property, or otherwise.

"Code" means the Internal Revenue Code of 1986 or any corresponding United States federal tax statute enacted after the date of this Agreement. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any United States federal tax statute enacted after the date of this Agreement, as such specific section or corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

"Company" means Damo, LLC, a Nevada limited liability company.

"Covered Person" means the Member, any Manager and any other Person designated by the Manager(s) as a Covered Person, or any Person who was, at the time of the act or omission in question, a Member, Manager or other Person designated by the Manager(s) as a Covered Person.

"Interest" means the member's interest (as defined in the Act) and the entire ownership interest of the Member in the Company at any time, including the right of the Member to any and all benefits and to the capital and profits of the Company, to which the Member may be entitled as provided under the Act and this Agreement.

"Manager" means each Person designated or appointed in the Articles or hereafter elected by the Member pursuant to this Agreement to be a manager (as defined in the Act) of the Company. So long as there is a single Manager of the Company, any reference to "Managers" in this Agreement (or any plural pronouns referring to the Managers) shall be understood to refer to the sole Manager.

"Member" means the sole member of the Company. As of the Effective Date, the Member's name, address and ownership interest are as set forth on Schedule I attached hereto.

"NRS" means the Nevada Revised Statutes.

"Person" means a natural person, any form of business or social organization and any other non-governmental legal entity including, but not limited to, a corporation, partnership, association, trust, unincorporated organization, estate or limited liability company.

"Records Office" means an office of the Company in Nevada, which may but need not be a place of its business, at which it shall keep all records identified in NRS 86.241, except that none of the lists required to be maintained pursuant to NRS 86.241 need be maintained in alphabetical order, nor shall the Company be required to maintain at its Records Office copies of powers of attorney except those relating to the execution of the Articles and this Agreement.

"Regulations" means the regulations currently in force from time to time as final or temporary that have been issued by the U.S. Department of the Treasury pursuant to its authority under the Code. If a word or phrase is defined in this Agreement by cross-referencing the Regulations, then to the extent the context of this Agreement and the Regulations require, the term "Member" shall be substituted in the Regulations for the term "partner," the term "Company" shall be substituted in the Regulations for the term "partnership," and other similar conforming changes shall be deemed to have been made for purposes of applying the Regulations.

"UCC" means the Uniform Commercial Code as enacted and in effect in the State of Nevada and any other applicable state or jurisdiction.

1.2 Terms and Usage Generally. All references herein to articles, sections, exhibits and schedules shall be deemed to be references to articles and sections of, and exhibits and schedules to, this Agreement unless the context shall otherwise require. All exhibits and schedules attached hereto shall be deemed incorporated herein as if set forth in full herein. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to a Person are also to his, her or its successors and permitted assigns. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and references to all attachments thereto and instruments incorporated therein.

ARTICLE II INTRODUCTORY MATTERS

2.1 Formation. Pursuant to the Act, the Company has been formed for state law purposes as a Nevada limited liability company under the laws of the State of Nevada. To the extent that the rights or obligations of the Member or any Manager are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.2 Name. The name of the Company is "Damo, LLC." Subject to compliance with applicable law, the business and affairs of the Company may be conducted under that name or any other name that the Manager(s) deems appropriate or advisable.

2.3 Records Office. The Company shall continuously maintain in the State of Nevada a Records Office. As of the date hereof, the Records Office is 3131 Las Vegas Boulevard South, Las Vegas, Nevada 89109. The Records Office may be changed to another location within the State of Nevada as the Manager(s) may from time to time determine.

2.4 Other Offices. The Company may establish and maintain other offices at any time and at any place or places as the Manager(s) may designate or as the business of the Company may require.

2.5 Registered Agent and Registered Office. The registered agent of the Company for service of process shall be as set forth in the Articles or as changed by the Manager(s) from time to time. The Company shall have as its registered office in the State of Nevada the street address of its registered agent.

2.6 Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or

activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

2.7 Powers of the Company. The Company shall have the power and authority to take any and all actions necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purpose set forth in Section 2.6, including, but not limited to, the power and authority to:

(a) borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on any or all of the assets of the Company;

(b) conduct its business, carry on its operations and have and exercise the powers granted by the Act in any state, territory, district or possession of the United States or in any foreign country;

(c) acquire, by purchase, lease, contribution of property or otherwise, and own, hold, maintain, improve, finance, lease, sell, convey, mortgage, transfer, exchange, demolish or dispose of any real or personal property;

(d) enter into guarantees and incur liabilities, borrow money at such rates of interest as the Company may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage or pledge of all or any part of its real or personal property, franchises, and income;

(e) negotiate, enter into, perform, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to contracts of any kind, including, without limitation, contracts with the Member, any Manager, or any Affiliate of the Member or any Manager;

(f) purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge or otherwise dispose of, and otherwise use and deal in and with, shares, members' interests or other interests in or obligations of domestic or foreign entities, joint ventures or similar associations, general or limited partnerships or natural persons, or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality thereof;

(g) lend money (including to its Member or any Manager), invest and reinvest its funds and take and hold real and personal property for the payment of funds so loaned or invested;

(h) sue and be sued, complain and defend and participate in administrative or other proceedings, in its name;

(i) appoint employees, agents and officers of the Company, and define their duties and fix their compensation;

(j) indemnify any Person and obtain any and all types of insurance;

(k) cease its activities and cancel its insurance;

(l) pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company or hold such proceeds against the payment of contingent liabilities; and

(m) make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company.

ARTICLE III CAPITAL CONTRIBUTIONS

The initial capital of the Company shall be the Capital Contribution made by the Member in such amount or value as the Member shall determine, such Capital Contribution made in exchange for a 100% ownership interest in the capital and the profits of the Company. The Member shall make additional Capital Contributions to the Company at such times and in such amounts as the Manager(s) shall determine.

ARTICLE IV PROFITS AND LOSSES

4.1 Profits and Losses. The Company's profits and losses for any period shall be allocated to the Member.

4.2 Tax Classification. So long as the Company has only one Member, it is intended that the Company be disregarded for federal and all relevant state income tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes, as provided for by Regulations Sections 301.7701-1, *et seq.*, and comparable provisions of applicable state tax law. In the event that the Company becomes an entity that has more than one Member, it is intended that the Company be treated as a "partnership" for federal and all relevant state income tax purposes, and all available elections shall be made, and all available actions shall be taken, to cause the Company to be so treated.

ARTICLE V DISTRIBUTIONS

5.1 Operating Distributions. Subject to Section 5.2, the Company shall from time to time distribute to the Member such amounts in cash and other assets as shall be determined by the Manager(s).

5.2 Limitations on Distribution. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution if such distribution would violate the NRS or other applicable law or would cause a breach or default under any agreement or instrument to which the Company is a party or by which it or its assets are bound, but instead shall make such distribution as soon as practicable such that the making of such distribution would not cause such violation, breach or default.

ARTICLE VI MEMBERSHIP

6.1 Limitation of Liability. The Member shall not be individually liable under a judgment, decree or order of a court, or in any other manner, for a debt, obligation or liability of the Company, except to the extent required by law or in an agreement signed by the Member. The Member shall not be required to loan any funds to the Company, nor shall the Member be required to make any contribution to the Company except as provided herein, nor shall the Member be subject to any liability to the Company or any third party, as a result of any deficit of the Company. However, nothing in this Agreement shall prevent the Member from making secured or unsecured loans to the Company by agreement with the Company.

6.2 Action by the Member. Unless otherwise required by this Agreement or by law, the Member may take action or give his, her or its consent in writing or by oral or electronic communication, and no action need be taken at a formal meeting.

6.3 Member Approval. In addition to any other actions requiring the approval of the Member set forth in this Agreement or required by law, the following actions shall require the approval of the Member:

- (a) the election and removal of any Manager;
- (b) the sale of all or substantially all of the assets of the Company;
- (c) the merger or consolidation of the Company with any Person;
- (d) any amendment to the Articles or this Agreement;
- (e) the creation of any lien, mortgage, pledge or other security interest on the assets of the Company securing indebtedness of any third party which is not for the benefit of the business carried on by the Company;
- (f) the commencement of a voluntary case under any bankruptcy, insolvency or similar law by the Company;
- (g) the adoption of any employee benefit, profit sharing, incentive, bonus, pension, retirement or option plans; and
- (h) any other approval required of members under the Act.

6.4 Transfer of Interest. The Interest is personal property, and such Interest may be transferred or assigned, in whole or in part, in the sole discretion of the Member.

6.5 Other Ventures. The Member may engage in other business ventures of every nature and description, whether or not in competition with the Company, independently or with others. Neither the Company nor any Manager shall have any right by virtue of this Agreement or the relationships created hereby in or to other ventures or activities of the Member or to the income or proceeds derived therefrom.

ARTICLE VII MANAGEMENT

7.1 Number, Tenure, Election and Qualification. There initially shall be one (1) Manager, who is Stephen A. Wynn. The number of Managers may be changed from time to time by the Member. The Member shall appoint new or additional Managers in its sole discretion, when and if it so desires, by resolution or another writing (and without the need for an amendment to this Agreement or the Articles). Except as specifically provided in this Agreement, each Manager shall hold office until such Manager shall resign or be removed or otherwise disqualified to serve, or until such Manager's successor shall be elected or appointed and qualified.

7.2 Removal, Resignation and Vacancies. The Member may remove any Manager, either with or without cause. Any Manager may resign at any time by giving written notice to the remaining Manager(s), if any, or to the Member. Any such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy in the office of any Manager may be filled by the Member by the appointment of a successor Manager who shall hold the office until such Manager resigns or is removed or otherwise disqualified to serve, or until such Manager's successor is elected or appointed and qualified.

7.3 General Authority of the Managers. Except for matters expressly requiring the approval of the Member pursuant to this Agreement, the Act or other applicable law, the Manager(s) shall have full, exclusive and complete power, authority and discretion to manage, supervise, operate and control the business and affairs of the Company, to make any and all decisions affecting the business and affairs and relating to the day-to-day operations of the Company and to take all actions and perform all duties and powers as the Manager(s) deems necessary, appropriate, advisable, convenient or incidental to, or for the furtherance of, the purposes of the Company.

7.4 Certain Powers of the Managers. Subject to the provisions of this Agreement and the Act, and without limiting the generality of Section 7.3 but subject to Section 7.5, the Manager(s) shall have the specific power and authority, on behalf of the Company to:

(a) enter into, execute, deliver and commit to, or authorize any individual Manager, officer or other Person to enter into, execute, deliver and commit to, or take any action pursuant to or in respect of any contract, agreement, instrument, deed, mortgage, certificate, check, note, bond or obligation for any Company purpose;

(b) select and remove all officers, employees, agents, consultants and advisors of the Company, prescribe such powers and duties for them as may be consistent with law, the Articles and this Agreement and fix their compensation;

(c) employ accountants, legal counsel, agents or experts to perform services for the Company and to compensate them from Company funds;

(d) borrow money and incur indebtedness for the purposes of the Company, and to cause to be executed and delivered in the name of the Company, or to authorize any individual Manager, officer or other Person to execute and deliver in the name of the Company, promissory notes, bonds, debentures, deeds of trust, pledges, hypothecations or other evidence of debt and security interests;

(e) invest any funds of the Company in (by way of example but not limitation) time deposits, short-term governmental obligations, commercial paper or other investments;

(f) change the principal office and Records Office of the Company to other locations within Nevada and establish from time to time one or more subsidiary offices of the Company;

(g) attend, act and vote, or designate any individual Manager, officer or other Person to attend, act and vote, at any meetings of the owners of any entity in which the Company may own an interest or to take action by written consent in lieu thereof, and to exercise for the Company any and all rights and powers incident to such ownership; and

(h) do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

7.5 Limitations on Authority of the Managers. The actions of a majority of the Manager(s) taken in such capacity and in accordance with this Agreement shall bind the Company. If there is more than one Manager, no individual Manager shall have the authority, alone, to bind the Company without the approval and authorization of a majority of the Managers. The Manager(s) may authorize, in a resolution or other writing, one or more Persons, or one or more officers or employees of the Company, in the name and on behalf of the Company and in lieu of or in addition to the Manager(s), to contract debts or incur liabilities and to sign contracts or agreements (including, without limitation, instruments and documents providing for the acquisition, mortgage or disposition of property of the Company).

7.6 Meetings of the Managers. If the Company at any time has more than one Manager:

(a) Place of Meetings. Any meetings of the Managers shall be held at the Records Office, unless the Manager noticing the meeting designates another convenient location in the notice of the meeting.

(b) Notice. Meetings of the Managers for any purpose may be called at any time by any Manager. Written notice of the meeting shall be personally delivered to each Manager by hand to such Manager's last known address as it is shown on the records of the Company, or personally communicated to each Manager by a Manager or officer of the Company by telephone, facsimile or other electronic transmission, at least forty-eight (48) hours prior to the meeting. All meeting notices shall specify the place, date and time of the meeting, as well as the purpose or purposes for which the meeting is called.

(c) Waiver of Notice. The transactions carried out at any meeting of the Managers, however called and noticed or wherever held, shall be as valid as though had at a meeting regularly called and noticed if (i) all of the Managers are present at the meeting, or (ii) a majority of the Managers is present and if, either before or after the meeting, each of the Managers not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof, which waiver, consent or approval shall be filed with the other records of the Company or made a part of the minutes of the meeting, provided that no Manager attending such a meeting without notice protests prior to the meeting or at its commencement that notice was not given to such Manager.

(d) Action of Managers. Except as otherwise provided in this Agreement or by the NRS, the action of a majority of the Managers is valid to approve any matter or take any action. A meeting at which a majority of the Managers is initially present may continue to transact business, notwithstanding the withdrawal from the meeting of any Manager, if any action taken is approved by a majority of the Managers.

(e) Action By Written Consent. Any action which may be taken at a meeting of Managers or otherwise requiring the vote or consent of the Managers may be taken by the Managers without a meeting if authorized by the written consent of all, and not less than all, of the Managers. Whenever action is taken by written consent, a meeting of the Managers need not be called or notice given. The written consent may be executed in one or more counterparts and by facsimile, and each such consent so executed shall be deemed an original. All written consents shall be filed with the other records of the Company.

(f) Telephonic Meetings. Managers may participate in a meeting of the Managers by means of a telephone conference or similar method of communication by which all individuals participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 7.6(f) constitutes presence in person at the meeting.

7.7 Election of Officers. The Manager(s) may, from time to time, appoint any individuals as officers with such duties, authorities, responsibilities and titles as the Manager(s) may deem appropriate. Such officers shall serve until their successors are duly appointed by the Manager(s) or until their earlier removal or resignation. Any officer or agent appointed by the Manager(s) may be removed at any time, with or without cause, by the Manager(s), subject to the rights, if any, of the respective parties under any contract between the Company and such officer or agent. Any vacancy in any office shall be filled by the Manager(s). Any officer may resign at any time upon notice to the Manager(s).

7.8 Execution of Instruments, Deeds and Contracts. Unless otherwise required by law or authorized or directed by the Manager(s), all checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money of the Company; all deeds, mortgages, proxies, powers of attorney and other written contracts, documents, instruments and agreements to which the Company shall be a party; and all assignments or endorsements of stock certificates, registered bonds or other securities owned by the Company, may be signed in the name of the Company by any Manager or officer. The Manager(s) may authorize the use of the facsimile signatures of any such officers. Any Manager or officer of the Company shall be authorized to attend, act and vote, or designate another officer or an agent of the Company to attend, act and

vote, at any meeting of the owners of any entity in which the Company may own an interest or to take action by written consent in lieu thereof. Such Manager or officer at any such meeting or by such written action shall possess and may exercise on behalf of the Company any and all rights and powers incident to the ownership of such interest.

7.9 Compensation of Managers and Officers. The Company shall not pay to the Manager(s) any salary or other benefits other than such insurance and/or indemnification as may be determined by the Manager(s) or Member and permitted under the Articles, this Agreement and the Act. The Company shall pay to each officer such salary and other benefits as may be approved from time to time by the Manager(s).

7.10 Expense Reimbursements. The Company shall reimburse a Manager or officer for all expenses reasonably incurred by such Manager or officer on behalf of the Company or in connection with the performance of such Manager's or officer's obligations hereunder.

7.11 Devotion of Time. Each Manager shall devote such time to the Company and its business as is reasonably necessary in the reasonable discretion of such Manager to carry out his/her/its duties hereunder in an efficient and businesslike manner, but he/she/it shall not be obligated to devote his/her/its full-time efforts to the Company.

ARTICLE VIII DISSOLUTION OF THE COMPANY AND TERMINATION OF A MEMBER'S INTEREST

8.1 Dissolution. The Company shall be dissolved and its affairs wound up as determined by the Member.

8.2 Resignation. Subject to Section 6.4 and applicable law, the Member may not resign from the Company before the dissolution and winding up of the Company.

8.3 Distribution on Dissolution and Liquidation. In the event of the dissolution of the Company for any reason (including the Company's liquidation within the meaning of Regulation 1.704-1(b)(2)(ii)(g)), the business of the Company shall be continued to the extent necessary to allow an orderly winding up of its affairs, including the liquidation and termination of the Company pursuant to the provisions of this Section 8.3, as promptly as practicable thereafter, and each of the following shall be accomplished:

- (a) the Manager(s) shall oversee the winding up of the Company's affairs;
- (b) the assets of the Company shall be liquidated as determined by the Manager(s), or the Manager(s) may determine not to sell all or any portion of the assets, in which event such assets shall be distributed in kind; and
- (c) the proceeds of sale and all other assets of the Company shall be applied and distributed as follows and in the following order of priority:
 - (i) to the expenses of liquidation;

(ii) to the payment of the debts and liabilities of the Company, including any debts and liabilities owed to the Member;

(iii) to the setting up of any reserves that the Manager(s) determines to be reasonably necessary for contingent, unliquidated or unforeseen liabilities or obligations of the Company or the Member arising out of or in connection with the Company; and

(iv) the balance, if any, to the Member.

ARTICLE IX LIABILITY, EXCULPATION AND INDEMNIFICATION

9.1 Exculpation.

(a) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company, and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, the Manager(s) or an authorized officer, employee or agent of the Company, except that a Covered Person shall be liable for any such loss, damage or claim if a final adjudication by a court of competent jurisdiction establishes that such Covered Person's acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

9.2 Fiduciary Duty. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company, then, to the fullest extent permitted by applicable law, a Covered Person acting under this Agreement shall not be liable to the Company or the Member for such Covered Person's good faith acts or omissions in reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, shall replace such other duties and liabilities of the Covered Person.

9.3 Indemnity. The Company does hereby indemnify and hold harmless any Covered Person to the fullest extent permitted by the Act.

9.4 Determination of Right to Indemnification. Any indemnification under Section 9.3, unless ordered by a court or advanced pursuant to Section 9.5 below, shall be made by the Company only as authorized in the specific case upon a determination by the Manager(s) that indemnification of the Covered Person is proper in the circumstances; provided, however, if any Manager is the Person being indemnified, then such determination shall be made by the

Managers who are not being indemnified, and if all of the Managers are being indemnified, then such determination shall be made by the Member.

9.5 Advance Payment of Expenses. The expenses of the Member or any Manager incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Company 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 Member or any such Manager to repay the amount if it is ultimately determined by a court of competent jurisdiction that the Member or any such Manager is not entitled to be indemnified by the Company. The provisions of this Section do not affect any rights to advancement of expenses to which personnel of the Company other than the Member or the Manager(s) may be entitled under any contract or otherwise by law.

9.6 Assets of the Company. Any indemnification under this Article IX shall be satisfied solely out of the assets of the Company. No debt shall be incurred by the Company or the Member in order to provide a source of funds for any indemnity, and the Member shall not have any liability (or any liability to make any additional Capital Contribution) on account thereof.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 Notices. All notices to be given hereunder shall be in writing and shall be addressed to the party at such party's last known address or facsimile number appearing on the books of the Company. If no such address or facsimile number has been provided, it will be sufficient to address any notice (or fax or e-mail any notice that may be faxed or e-mailed) to such party at the Records Office of the Company. Notice shall, for all purposes, be deemed given and received, (a) if hand-delivered, when the notice is received, (b) if sent by United States mail (which must be by first-class mail with postage charges prepaid), three (3) days after it is posted with the United States Postal Service, (c) if sent by a nationally recognized overnight delivery service, when the notice is received, or (d) if sent by facsimile or electronic mail, when the facsimile or electronic mail is transmitted and confirmation of receipt is received by the transmitting party during normal business hours. If any notice is sent by facsimile or electronic mail, the transmitting party shall send a duplicate copy of the notice to the parties to whom it is faxed or e-mailed by regular mail. If notice is tendered and is refused by the intended recipient, the notice shall nonetheless be considered to have been given and shall be effective as of the date of such refusal. The contrary notwithstanding, any notice given in a manner other than that provided in this Section that is actually received by the intended recipient shall be deemed an effective delivery of such notice.

10.2 Ownership Certificates; Legend. The Company may, but is not required to, issue a certificate to the Member to evidence the Interest. If issued, any Manager or officer of the Company authorized by the Manager(s) may sign such certificate on behalf of the Company. The Manager(s) may deem the Interest a "security" under Section 104.8102(1)(n) of the UCC by affixing a legend so stating to any certificate issued to the Member.

10.3 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Manager(s) shall deem reasonable, on behalf of such Persons as the Manager(s) shall determine, against any liability that may be asserted against or expenses that may be incurred by any such Person in connection with the activities of the Company.

10.4 Complete Agreement. This Agreement, including any schedules or exhibits hereto, together with the Articles, constitutes the complete and exclusive agreement and understanding of the Member with respect to the subject matter contained herein. This Agreement and the Articles replace and supersede all prior agreements, negotiations, statements, memoranda and understandings, whether written or oral, of the Member with respect to the subject matter contained herein and in the Articles.

10.5 Amendments. This Agreement may be amended only by a writing adopted and signed by the Member.

10.6 Applicable Law; Jurisdiction. This Agreement, and the rights and obligations of the Member, shall be interpreted and enforced in accordance with and governed by the laws of the State of Nevada without regard to the conflict laws of that State.

10.7 Interpretation. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provisions contained herein. With respect to the definitions in Section 1.1 and in the interpretation of this Agreement generally, the singular may be read as the plural, and *vice versa*, the neuter gender as the masculine or feminine, and *vice versa*, and the future tense as the past or present, and *vice versa*, all interchangeably as the context may require in order to fully effectuate the intent of the Member and the transactions contemplated herein. Syntax shall yield to the substance of the terms and provisions hereof.

10.8 Counterparts and Facsimile Copies. Facsimile copies of this Agreement or any approval or written consent of the Member or Manager(s) and facsimile signatures hereon or thereon shall have the same force and effect as originals.

10.9 Severability. If any provision of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid, void, illegal or unenforceable to any extent, that provision, or application thereof, shall be deemed severable and the remainder of this Agreement, and all other applications of such provision, shall not be affected, impaired or invalidated thereby, and shall continue in full force and effect to the fullest extent permitted by law.

10.10 Waivers. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing and executed by the party making the waiver.

10.11 No Third Party Beneficiaries. Except as set forth in Article IX, this Agreement is adopted solely by and for the benefit of the Member and its successors and assigns, and no other Person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

IN WITNESS WHEREOF, the Member has executed this Agreement as of the Effective Date.

“MEMBER”

**Stephen A. Wynn Revocable Trust u/d/t dated
June 24, 2010**

A handwritten signature in black ink, appearing to read "Stephen A. Wynn", written in a cursive style.

By:
Stephen A. Wynn, Trustee

SCHEDULE I

Member's Name:	Stephen A. Wynn, as Trustee of the Stephen A. Wynn Revocable Trust u/d/t dated June 24, 2010
Member's Address:	3131 Las Vegas Boulevard South Las Vegas, NV 89109
Member's Interest:	100%

1 **NOE**
2 JIMMERSON HANSEN, P.C.
3 JAMES J. JIMMERSON, ESQ.
4 Nevada Bar No. 000264
5 jjj@jimmersonhansen.com
6 SHAWN M. GOLDSTEIN, ESQ.
7 Nevada Bar No. 009814
8 smg@jimmersonhansen.com
9 415 S. Sixth Street, Suite 100
10 Las Vegas, Nevada 89101
11 (702) 388-7171
12 Attorneys for Plaintiff
13 STEPHEN A. WYNN

8 **DISTRICT COURT**
9 **FAMILY DIVISION**
10 **CLARK COUNTY, NEVADA**

11 STEPHEN A. WYNN,
12 Plaintiff,

13 vs.

14 ELAINE P. WYNN,
15 Defendant.

CASE NO.: D-09-407951-D

DEPT. NO.: J

17 **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND**
18 **DECREE OF DIVORCE**

19 TO: ELAINE P. WYNN; Defendant

20 TO: Donald C. Schiller, Esq., Schiller DuCanto and Fleck LLP; Defendant's Attorney

21 TO: Gary R. Silverman, Esq., Silverman, Decaria & Kattelman, Chtd., Defendant's Attorney

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FILED

JAN 05 2010

Alvin L. Blum
CLERK OF COURT

JIMMERSON HANSEN, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 388-7171 - Facsimile (702) 387-1167

1 PLEASE TAKE NOTICE that the Findings of Fact, Conclusions of Law and Decree
2 of Divorce was entered in the above-entitled matter on the 5th day of January, 2010, a copy
3 of which is attached hereto.

4 DATED this 5th day of January, 2010.

6 Respectfully submitted by:
7 JIMMERSON HANSEN, P.C.

8 

9 JAMES J. JIMMERSON, ESQ.
10 Nevada Bar No. 000264
11 jjj@jimmersonhansen.com
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18 Attorney for Plaintiff
19 STEPHEN A. WYNN
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JIMMERSON HANSEN, P.C.
415 South Sixth Street, Suite 100, Las Vegas, Nevada 89101
Telephone (702) 388-7171 - Facsimile (702) 387-1167

CERTIFICATE OF SERVICE

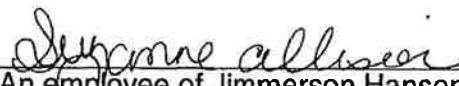
I HEREBY CERTIFY that I am an employee of JIMMERSON HANSEN, P.C., and that on the 5th day of January, 2010, pursuant to NRCP 5(b)(2)(D), by depositing in the U.S. Mail, at Las Vegas, Nevada, in a sealed envelope with postage full prepaid, I served a true and correct copy of the above and foregoing: **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE OF DIVORCE**

to:

VIA E-MAIL and U.S. MAIL:

Donald C. Schiller, Esq.
Schiller DuCanto and Fleck LLP
200 No. LaSalle St., 30th Floor
Chicago, IL 60601-1089
dschiller@sdfllaw.com

Gary R. Silverman, Esq.
Silverman, Decaria & Kattelman, Chtd.
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An employee of Jimmerson Hansen, P.C.

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ORDR

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Reno, NV 89519

Attorneys for Defendant, ELAINE P. WYNN

DISTRICT COURT

FAMILY DIVISION

CLARK COUNTY, NEVADA

STEPHEN A. WYNN,

Plaintiff,

vs.

ELAINE P. WYNN,

Defendant.

CASE NO. D-09-407951-D

DEPT. NO. J

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECREE OF DIVORCE

This cause is submitted to the Court for decision by stipulation of counsel. Having reviewed the papers and pleadings on file in this action including, but not limited to, the affidavit of resident witness, the Court hereby finds and concludes as follows:

FILED

JAN 05 2010

Alana L. Blum
CLERK OF COURT

FINDINGS OF FACT

1. RESIDENCY. Plaintiff is now and for more than six (6) weeks immediately preceding the commencement of this action has been an actual and bona fide resident of the State of Nevada and has been actually and physically present and domiciled in said State during all of said time with the intention to make the State of Nevada her residence and domicile for an indefinite period of time.

2. DATE AND PLACE OF MARRIAGE. The parties were lawfully remarried on June 29, 1991, in New York, New York, having earlier divorced in July 1986 from their first marriage which occurred on June 29, 1963.

3. CHILDREN. There are two adult children the issue of this marriage. Defendant is not pregnant.

4. PROPERTY, DEBTS, AND ALIMONY. All matters pertaining to the parties' community and separate property, community and separate debts, marital rights and support are settled by way of a written Marital Settlement Agreement dated November 19, 2009 and entered into evidence on that date as Exhibit 1, a copy of which is filed under separate cover as an item of evidence in this action.

5. FORMER NAME. Defendant shall retain her current surname and shall continue to be known as Elaine Farrell Pascal Wynn.

6. GROUND FOR DIVORCE. Plaintiff and Defendant have conflicts in personalities and dispositions so deep as to be irreconcilable, which render it impossible for the parties to continue a normal marital relationship with each other and as a result, incompatibility exists of such a character as to destroy the legitimate objects of matrimony and to render it impossible for Plaintiff and Defendant to live together as husband and wife and to make a reconciliation between the parties impossible.

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1 **CONCLUSIONS OF LAW**

2 From the foregoing facts, the Court makes its Conclusions of Law as follows:

3 1. The Court has jurisdiction over the subject matter herein and the parties
4 hereto and that Plaintiff is entitled to an absolute and final decree of divorce from
5 Defendant on the ground of incompatibility.

6 2. The Agreement, filed under separate cover in this action settles all property,
7 support and marital rights of the parties and all claims of each of them against the other.
8 Their Agreement is fair, just and equitable. By the parties agreement, the parties intend
9 for the Agreement to survive said Decree without incorporation, adoption or merger into
10 this Decree. The parties further intend for the Court to retain its power to interpret the
11 parties' Agreement and to have the power of contempt to enforce the provisions of the
12 Agreement and to award appropriate attorney's fees or other relief to meet the terms of the
13 Agreement as set forth in the parties' Agreement.

14 **DECREE OF DIVORCE**

15 It is, therefore, hereby ordered, adjudged and decreed as follows:

16 1. **DECREE OF DIVORCE.** The parties are granted a Decree of Divorce, final
17 and absolute in form and effect, severing the bonds of matrimony now and heretofore
18 existing between Plaintiff and Defendant, and restoring each party to the status of an
19 unmarried person.

20 2. **APPROVAL OF MARITAL SETTLEMENT AGREEMENT.** The Marital
21 Settlement Agreement of the parties, executed November 19, 2009, is filed under separate
22 cover in this action. The Court has reviewed the parties' Agreement. Finding the
23 Agreement fairly and equitably resolves all issues in this case, the Court approves the
24 parties' Agreement as a full and final settlement of all issues in this action. The parties are
25 ordered to carry out and comply with each and every provision of the parties' Agreement.

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27 ///

28

The Agreement is not incorporated nor merged into this Decree, but shall survive said Decree as agreed upon by the parties. The Court shall, however, retain its power to interpret the parties' Agreement and shall retain the power of contempt to enforce the provisions of the Agreement and to award appropriate attorney's fees or other relief to meet the terms of the Agreement as set forth in the parties' Agreement.

DATED this 5th day of January, 2010.

T. ARTHUR RITCHIE, JR

DISTRICT JUDGE

Respectfully submitted by:

JIMMERSON HANSEN P.C.

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Attorneys for Plaintiff

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7 DATED this 5th day of January, 2010.

8 **T. ARTHUR RITCHIE, JR**

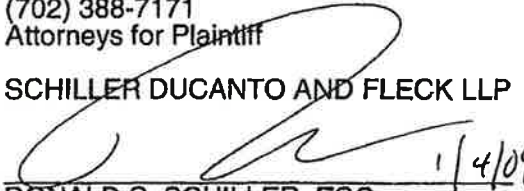
9 DISTRICT JUDGE

10 Respectfully submitted by:

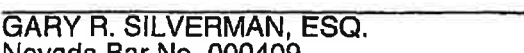
11 JIMMERSON HANSEN P.C.

12  1/4/09
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7 DATED this 5th day of January, 2010.

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9 **T. ARTHUR RITCHIE, JR**

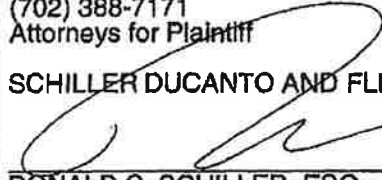
DISTRICT JUDGE

10 Respectfully submitted by:

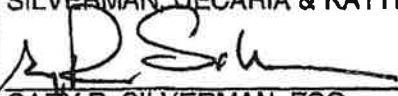
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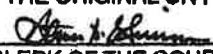
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30 GARY R. SILVERMAN, ESQ.
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33 Reno, NV 89519
34 Attorneys for Defendant, ELAINE P. WYNN

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE


CLERK OF THE COURT

JAN 05 2010

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT made and entered into this 19th day of November, 2009, by and between ELAINE P. WYNN hereinafter referred to as "Elaine" or "Wife," and STEPHEN A. WYNN, hereinafter referred to as "Steve" or "Husband."

WITNESSETH

A. The parties were lawfully remarried on June 29, 1991 in New York, New York, having earlier divorced in July 1986 from their first marriage which occurred on June 29, 1963.

B. Prior to their remarriage the parties executed a Community Property Agreement dated June 27, 1991 which merged all their separate property into community property.

C. Irreconcilable difficulties and differences have arisen between the parties, as a result of which they separated on or about December 25, 2008, and now live separate and apart from each other.

D. Two children were born to the parties, namely Kevyn and Gillian. These children are emancipated adults.

E. There is dissolution of marriage action pending between the parties in the Eighth Judicial District Court, Family Division Department J, Clark County, Nevada, under Case Number D-09-407951-D. Said cause remains pending and undetermined.

F. The parties consider it to be in their best interests to settle between themselves the issues arising out of said litigation including, but not limited to, alimony/spousal support, property rights, attorneys' fees, and to forever, finally and fully settle and adjust between themselves the other rights growing out of the marital or any other relationship now or previously existing between them and to fully and finally settle any and all rights of every kind, nature and

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SAW

Plumas Street, Suite 200, Reno, NV 89519. If Husband exercises his right of first refusal to acquire said shares of stock from Wife, he shall do so on the next business day and shall pay to Wife the amount that represents the number of shares being offered for sale multiplied by the last traded price, which sum shall be paid over from Husband to Wife on or before three (3) business days from his notification to Wife of his exercise of his right of first refusal.

D. Since certain provisions of this paragraph 4.7 are subject to cooperation of all parties to the Shareholder's Agreement including Aruze, Inc. and Katsui Okada, Husband will obtain their express written approval of everything provided for herein on or before January 6, 2010. The Wife will be given a duplicate original of the signed approval. Failure to obtain the signed approval on or before January 6, 2010, voids this entire Marital Settlement Agreement and neither party will be bound by its terms. If voided, this Agreement shall not be disclosed to any trial court for any purpose.

4.8. Real Estate. The parties own three residences, investment real estate in Las Vegas, Nevada, two condominiums in Sun Valley, Idaho, and a vacant lot in Sun Valley, Idaho. With respect to such real estate the parties agree as follows:

(a) New York Condominium at 817 Fifth Avenue, 7th Floor, New York, New York

The parties purchased this condominium in September 2000 in the name of Stephen Wynn. There is no mortgage. The condominium contains furniture, furnishings, art, bric-a-brac and various other items of personal property. Upon the effective date of this agreement, the Husband is to quit-claim all of his right, title and interest in and to the condominium and its contents to the Wife. Excluded from the foregoing are pieces of fine art that are otherwise dealt with in paragraph 4.9 of this Agreement. The legal description of this property is attached to and made a part of this Agreement as Exhibit 1. Husband warrants that he is not aware of any liens, encumbrances or clouds against the title to this property which did not appear of record at the

CW ~~SA~~ CW

time that he took title. If there are subsequently found to be any liens, encumbrances or clouds on title of this property, each party shall be equally responsible to pay for removal of the same. The intent of the parties is to insure that there are no such liens of record and to deliver title to Wife on or before the filing of the Decree of Divorce with property taxes paid through December 31, 2009 from community sources. Upon the execution of this Agreement, the Wife shall have exclusive occupancy of this condominium until the transfer of title occurs and it is her sole property. From January 1, 2010, the Wife shall be solely responsible for real estate taxes, assessments and the maintenance of said property accruing after transfer of title to her. In consideration of the transfer, the Wife will pay to the Husband from her share of community property

This payment will be made by reducing the sum from the debt the Husband owes the Wife pursuant to Paragraph 4.9 of this Agreement.

(b) Sun Valley Home at 126, 129 and 130 Old Mill Road, Sun Valley, Idaho.

This property and the property in it, pursuant to a stipulation filed with the Court on August 6, 2009, is the sole and separate property of the Wife and shall continue to be. A copy of that stipulation is attached hereto as Exhibit 2.

(c) The Husband's Home in Ketchum, Idaho at 110 Sheep Meadow Lane, Ketchum, ID 83340.

Pursuant to a stipulation filed with the Court on August 7, 2009. Stephen purchased a home in Ketchum, Idaho, that is his sole and separate property.

The property acquired by the Husband shall continue to be his sole and separate property. Pursuant to that stipulation, to the extent community funds were used by him in the purchase of the home, Wife shall receive an equal amount of funds from community funds to be her sole and separate property. To the extent the Wife has not received such funds, she will be paid them on

on *BAW*

9.13. Validity. It is expressly understood and agreed between the parties that in the event a court of competent jurisdiction at any time after the entry of a judgment of Dissolution of Marriage holds that a portion of this Agreement is invalid or unenforceable, the remainder hereof shall not be affected thereby and shall continue in full force and effect.

9.14. Effective Date. Except as otherwise agreed within this Agreement, this Agreement shall become effective in the event and upon the date a Decree of Divorce is granted to the parties at any time hereafter and filed with the clerk.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and date set forth hereinabove.

Elaine P. Wynn
ELAINE P. WYNN

Stephen A. Wynn
STEPHEN A. WYNN

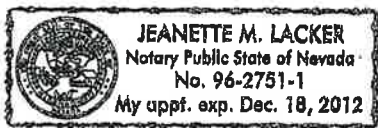
EW SKW

ACKNOWLEDGMENT

STATE OF NEVADA)
) SS
COUNTY OF CLARK •)

On this 19th day of ~~November~~ November, 2009, before me the undersigned Notary Public in and for said County and State, personally appeared STEPHEN A. WYNN, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.





Notary Public



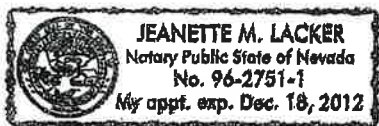
ACKNOWLEDGMENT

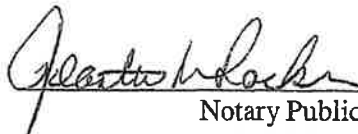
STATE OF NEVADA)
)
COUNTY OF CLARK •)

SS

On this 17th day of December, 2009, before me the undersigned Notary Public in and for said County and State, personally appeared ELAINE P. WYNN, known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that she did so freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.




Notary Public



ATTORNEY'S CERTIFICATE

The undersigned hereby certifies that he is an attorney at law, duly licensed to practice in the State of Illinois and admitted Pro Hac Vice to appear in Nevada; that he has been employed by ELAINE P. WYNN, one of the parties to the foregoing Marital Settlement Agreement; that he has advised and consulted with ELAINE P. WYNN with respect to her and STEPHEN A. WYNN's rights and has fully explained to her the legal significance of the foregoing Marital Settlement Agreement and the effect which it has upon her rights otherwise obtaining as a matter of law; that ELAINE P. WYNN, after being fully advised by the undersigned, acknowledged to the undersigned that she understood fully the terms of the foregoing Marital Settlement Agreement and the legal effect thereof, and that she had executed the same freely and voluntarily; and the undersigned has no reason to believe that ELAINE P. WYNN did not understand fully such terms and effects or that she did not freely and voluntarily execute said Agreement, such execution being in the undersigned's presence.

DATED this 19 day of November, 2009

SCHILLER DU CANTO & FLECK LLP

By 

DONALD C. SCHILLER, ESQ.

Illinois Bar No. 12905

200 North LaSalle Street

30th Floor

Chicago IL 60601

Pro Hac Vice

ATTORNEY FOR ELAINE P. WYNN

SILVERMAN, DECARIA & KATTELMAN, CHTD.

By 

GARY R. SILVERMAN, ESQ.

Nevada Bar No. 000409

140 Plumas Street, Suite 200

Reno, NV 89519

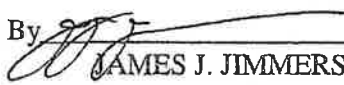
ATTORNEY FOR ELAINE P. WYNN

ATTORNEY'S CERTIFICATE

The undersigned hereby certifies that he is an attorney at law, duly licensed to practice in the State of Nevada; that he has been employed by STEPHEN A. WYNN, one of the parties to the foregoing Marital Settlement Agreement; that he has advised and consulted with STEPHEN A. WYNN with respect to his and ELAINE P. WYNN's rights and has fully explained to him the legal significance of the foregoing Marital Settlement Agreement and the effect which it has upon his rights otherwise obtaining as a matter of law; that STEPHEN A. WYNN, after being fully advised by the undersigned, acknowledged to the undersigned that he understood fully the terms of the foregoing Marital Settlement Agreement and the legal effect thereof, and that he had executed the same freely and voluntarily; and the undersigned has no reason to believe that STEPHEN A. WYNN did not understand fully such terms and effects or that he did not freely and voluntarily execute said Agreement, such execution being in the undersigned's presence.

DATED this 19th day of November, 2009

JIMMERSON HANSEN PC

By 

JAMES J. JIMMERSON, ESQ.

Nevada Bar No. 000264

SHAWN M. GOLDSTEIN, ESQ.

Nevada Bar No. 009814

415 South Sixth Street, Suite 100

Las Vegas NV 89101

ATTORNEYS FOR STEPHEN A. WYNN



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

May 5, 2022

DAMO LLC
C/O STEPHEN WYNN
2449 N TENAYA WAY # 35290
LAS VEGAS NV 89133-8093

Re: Change in Ownership for Water Right No(s): 37-8431

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9908.

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)

c: Water District 37