

MUTUAL NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT (this "Agreement") is entered into and effective as of June 8, 2004 (the "Effective Date"), between WORLDWIDE WYNN, LLC, ("Wynn") on behalf of itself, its members and employees and certain elected officials, employees and consultants of the CITY OF GARDEN GROVE (the "Garden Grove Parties").

In consideration for the parties' agreement to participate in the activities described below, the parties agree:

1. Purpose. In connection with discussions between Wynn and the Garden Grove Parties concerning evaluation of a potential project located in Garden Grove (the "Purpose"), either party may find it beneficial to disclose to the other certain information that the disclosing party considers to be proprietary or confidential, or both, and which the disclosing party desires to keep confidential ("Confidential Information").

2. Confidential Information. "Confidential Information" includes, but is not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, diagrams, data, computer programs, business activities and operations, customer lists, reports, studies and other technical and business information of a unique nature. Confidential Information also includes descriptions of the existence or progress of the above-described evaluation. The confidentiality obligations herein shall not apply to disclosed information which the receiving party can prove: (a) was disclosed to third parties where a Wynn representative and a representative of the Garden Grove Parties were both present; (b) the receiving party knows at the time of disclosure, free of any obligation to keep it confidential, as evidenced by written records; (c) is or becomes generally publicly known through authorized disclosure; (d) the receiving party independently developed without the use of any Confidential Information as evidenced by written records; (e) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it, or (f) the Confidential Information is subject to disclosure under the California Public Records Act.

3. Identification of Confidential Information. Confidential Information provided by the disclosing party and entitled to protection under this Agreement shall be identified as such by appropriate markings on any documents exchanged. If the disclosing party provides information other than in written form, such information shall be considered Confidential Information if the information by its nature would reasonably be considered confidential if the receiving party, due to the context in which the information was disclosed, should have reasonably known it to be confidential. In addition, the fact that discussions between the parties are taking place shall be considered Confidential Information and shall not be shared with third parties without the prior written consent of Wynn and the Garden Grove Parties.

4. Protection and Use of Confidential Information. Each party acknowledges that the other party claims its Confidential Information as a special, valuable and unique asset. For itself and on behalf of its affiliates and the officers, managers, directors, agents, and employees of itself and such affiliates, each party agrees as follows:

[a] The receiving party will not disclose the Confidential Information to any third party or disclose to any employee (unless such employee has a need to know the Confidential Information). The receiving party will use the Confidential Information only for the Purpose and will not otherwise use it for its own benefit. The receiving party will use the same degree of care to protect the Confidential Information as it would with respect to its own information of like importance which it does not desire to have published or disseminated, but in any event no less than reasonable care;

[b] If the receiving party faces legal action or is subject to legal proceedings requiring disclosure of Confidential Information, then, before disclosing any such Confidential Information, the receiving party will promptly notify the disclosing party and, upon the disclosing party's request, reasonably cooperate with the disclosing party in contesting such request.

[c] Neither the Garden Grove Parties or Wynn shall use any Confidential Information provided by the other for any other project or for any project not involving Wynn or the City of Garden Grove.

5. Return of Confidential Information. All Confidential Information furnished under this Agreement shall remain the property of the disclosing party and shall be returned to it or destroyed or purged promptly upon expiration of this Agreement or earlier at its request. All documents, memoranda, notes and other tangible embodiments whatsoever prepared by the receiving party based on or which includes Confidential Information shall be destroyed to the extent necessary to remove all such Confidential Information. All destruction under this Paragraph 5 shall be certified in writing to the disclosing party by an authorized officer of the receiving party.

6. No License or Warranty. Except as expressly set forth in this Agreement, no license under any patent, copyright, or other proprietary right is granted or conveyed by one party's transmittal of Confidential Information or other information to the other party under this Agreement. THE INFORMATION IS PROVIDED "AS IS" AND THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION, INCLUDING BUT NOT LIMITED TO A WARRANTY AGAINST INFRINGEMENT, ACCURACY OR COMPLETENESS. The receiving party will use all information received in a safe and prudent manner and is responsible for all risk or loss arising out of its use of such information. The receiving party agrees that the disclosing party shall have no liability resulting from the use of the Confidential Information or such other information.

7. No Inducement or Commitment. Confidential Information provided to the receiving party does not and is not intended to represent an inducement by the disclosing party or a commitment by the disclosing party to enter into any business relationship with the receiving party or with any other entity. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement to govern such business relationship.

8. Independent Development. Each party understands that the receiving party may currently or in the future be developing information internally, or receiving information from other

parties that may be similar to the disclosing party's information. Accordingly, nothing in this Agreement will be construed as a representation or inference that the receiving party will not develop products, or have products developed for it, that, without violation of this Agreement, will compete with the products or systems contemplated by the disclosing party's Confidential Information.

9. Equitable Relief. Each party acknowledges that its breach of this Agreement may result in immediate and irreparable harm to the disclosing party, for which there will be no adequate remedy at law, and the disclosing party may be entitled to equitable relief to compel the receiving party to cease and desist all unauthorized use and disclosure of the disclosing party's Confidential Information.

10. Notices. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, postpaid, to the party entitled to such notice as follows: if to Wynn, at 3131 Las Vegas Boulevard, South, Las Vegas, NV 89109, Attention: Kim Sinatra and to Garden Grove, at 11222 Acacia Parkway, Box 3070, Garden Grove, CA 92842, Attention: Matthew J. Fertal.

11. Effective Date and Termination. This Agreement shall be effective from the Effective Date specified below and shall continue for three (3) years following the return of all Confidential Information in accordance with Paragraph 5 above when accompanied by a written notice of termination.

12. Assignment and Binding Effect. Neither party may assign this Agreement without the other party's prior written consent, and any purported assignment in violation of this Agreement shall be void. This Agreement shall benefit and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

13. Jurisdiction and Venue. The District Court of Clark County, Nevada (or, if there is exclusive federal jurisdiction, the United States District Court for the District of Nevada, Southern Division) shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement, and each party hereby consents to the jurisdiction and venue of such court.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, exclusive of its choice of law principles.

15. Miscellaneous. This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the use and disclosure of Confidential Information. This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. The failure of any party to require performance by another party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter. Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect. This Agreement has been negotiated by the parties and their

respective attorneys, and the language of this Agreement shall not be construed for or against either party by virtue of which party is considered its author. The headings are not part of this Agreement. Either the original or copies, including facsimile transmissions, of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.

The parties have caused their respective duly authorized representatives to execute and deliver this Agreement.

Wynn and its members and employees and any affiliate shall be bound by this Agreement upon execution hereof by any party or parties, person(s) or entity(ies) authorized to bind Wynn. Only the Garden Grove Parties that execute this Agreement shall be bound by the terms hereof and no confidential information shall be shared with employees of the City of Garden Grove who are not Garden Grove Parties.

Effective Date: June 8, 2004

Worldwide Wynn, LLC

By: [Signature]

Name: Kim Sinatra

Title: Senior Vice President

The City of Garden Grove

By: [Signature]

Name: Mark Rosen

Title: Agency Chairman

By: _____

Name: Mark Leyes

Title: Agency Member

By: [Signature]

Name: William Dalton

Title: Agency Member

By: [Signature]

Name: Van Tran

Title: Agency Member

The City of Garden Grove

By: [Signature]

Name: Matthew Fertal

Title: City Manager

By: [Signature]

Name: Glen Krieger

Title: Economic Development Manager

By: [Signature]

Name: Greg Blodgett

Title: Project Manager

By: [Signature]

Name: Thomas P. Clark Jr.

Title: Agency Special Council

By: [Signature]

Name: Les M. Jones II

Title: Deputy City Manager