
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): June 20, 2018

FULL HOUSE RESORTS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-32583
(Commission
File Number)

13-3391527
(I.R.S. Employer
Identification No.)

One Summerlin
1980 Festival Plaza Drive, Suite 680
Las Vegas, Nevada
(Address of principal executive offices)

89135
(Zip Code)

Registrant's telephone number, including area code: **(702) 221-7800**

N/A
(Former name or former address,
if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On June 21, 2018, Full House Resorts, Inc. (the “Company”) executed the First Amendment to Indenture dated as of June 20, 2018 (the “Amendment”), to amend the Indenture dated as of February 2, 2018 (the “Indenture”), among the Company, the Company’s subsidiaries as guarantors (the “Guarantors”) and Wilmington Trust, National Association, in its capacity as trustee, collateral agent and calculation agent. The Indenture governs the senior secured notes due 2024 issued by the Company in the aggregate principal amount of \$100.0 million. Pursuant to the Amendment, the parties agreed that Consolidated EBITDA (as defined in the Indenture) for the quarterly period ended March 31, 2018 shall be deemed to be \$5,173,000. The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is filed herewith as Exhibit 4.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

No.	Description
4.1	<u>First Amendment to Indenture, dated as of June 20, 2018, by and among Full House Resorts, Inc., Wilmington Trust, National Association and the Guarantors (as defined therein).</u>

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Full House Resorts, Inc.

Date: June 21, 2018

/s/ Lewis A. Fanger

Lewis A. Fanger, Senior Vice President, Chief Financial Officer & Treasurer

FIRST AMENDMENT TO INDENTURE

This FIRST AMENDMENT TO INDENTURE (this "Amendment"), is entered into as of June 20, 2018, by and between Full House Resorts, Inc., a Delaware corporation (the "Company"), the Guarantors (as defined herein), and Wilmington Trust, National Association, as trustee (the "Trustee"), as Collateral Agent, and as Calculation Agent.

RECITALS

WHEREAS, Company and Trustee are parties to that certain Indenture, dated as of February 2, 2018 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture"); and

WHEREAS, Company and Trustee, with the consent of the Required Noteholders, desire to amend the definition of "Consolidated EBITDA" in the Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Indenture, as amended hereby.

2. Amendments. Company and Trustee hereby amend the Indenture as set forth below:

(a) The definition of "Consolidated EBITDA" contained in Article 1 of the Indenture is hereby amended by deleting the final sentence thereof and replacing it with the following:

"Notwithstanding the foregoing, for purposes of determining Consolidated EBITDA for any period that includes the quarterly periods ending March 31, 2017, June 30, 2017, September 30, 2017, December 31, 2017, and March 31, 2018, the Consolidated EBITDA for each such quarterly period shall be deemed to be \$4,594,000, \$3,688,000, \$6,379,000, \$2,339,000, and \$5,173,000, respectively."

3. Ratification. Except as specifically amended hereby, the Indenture and the Collateral Documents shall remain in full force and effect and are hereby ratified and confirmed.

4. Counterparts. This Amendment may be executed in any number of counterparts, by electronic or other means, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement.

5. Governing Law. This Amendment shall be governed exclusively by and construed in accordance with the laws of the State of New York. Each of the Company and Trustee hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Amendment, the Indenture, the Notes, or the transactions contemplated hereby.

6. The Trustee. The recitals contained herein, shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this First Amendment. In the performance of its obligations hereunder, the Trustee shall be provided with all rights, benefits, protections, indemnities and immunities afforded to it pursuant to the Indenture.

[Signatures to follow]

IN WITNESS WHEREOF, each of the undersigned has executed this Amendment as of the date set forth above.

COMPANY:

FULL HOUSE RESORTS, INC.

By: /s/ Lewis Fanger

Name: Lewis Fanger

Title: Senior Vice President, Chief Financial Officer & Treasurer

GUARANTORS:

FULL HOUSE SUBSIDIARY, INC.

By: /s/ Lewis Fanger

Name: Lewis Fanger

Title: Vice President & Treasurer

FULL HOUSE SUBSIDIARY II, INC.

By: /s/ Lewis Fanger

Name: Lewis Fanger

Title: Vice President & Treasurer

STOCKMAN'S CASINO

By: /s/ Lewis Fanger

Name: Lewis Fanger

Title: Vice President & Treasurer

GAMING ENTERTAINMENT (INDIANA) LLC

By: /s/ Lewis Fanger

Name: Lewis Fanger

Title: Treasurer

GAMING ENTERTAINMENT (NEVADA) LLC

By: /s/ Lewis Fanger

Name: Lewis Fanger

Title: Treasurer

SILVER SLIPPER CASINO VENTURE LLC

By: /s/ Lewis Fanger

Name: Lewis Fanger

Title: Treasurer

GAMING ENTERTAINMENT (KENTUCKY) LLC

By: /s/ Lewis Fanger

Name: Lewis Fanger

Title: Treasurer

RICHARD & LOUISE JOHNSON, LLC

By: /s/ Lewis Fanger

Name: Lewis Fanger

Title: Treasurer

FHR-COLORADO LLC

By: /s/ Lewis Fanger

Name: Lewis Fanger

Title: Vice President & Treasurer

TRUSTEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: /s/ Lynn M. Steiner

Name: Lynn M. Steiner

Title: Vice President

COLLATERAL AGENT:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: /s/ Lynn M. Steiner

Name: Lynn M. Steiner

Title: Vice President

CALCULATION AGENT:

WILMINGTON TRUST, NATIONAL ASSOCIATION

By: /s/ Lynn M. Steiner

Name: Lynn M. Steiner

Title: Vice President