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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): March 14, 2016

**FULL HOUSE RESORTS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction  
of incorporation)

**1-32583**

(Commission  
File Number)

**13-3391527**

(I.R.S. Employer  
Identification No.)

**4670 S. Fort Apache Road, Suite 190  
Las Vegas, Nevada**

(Address of principal executive offices)

**89147**

(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))
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**Item 1.01 Entry into a Material Definitive Agreement**

***Amendment to First Lien Credit Agreement to Extend Maturity Date***

On March 14, 2016 and effective as of March 11, 2016, Full House Resorts, Inc. (the "Company") entered into the Sixth Amendment to First Lien Credit Agreement (the "First Lien Amendment"). The First Lien Amendment amends the First Lien Credit Agreement, dated as of June 29, 2012, as amended, among the Company, as borrower, the lenders from time to time party thereto, and Capital One, National Association, as administrative agent, L/C issuer and swing line lender, to extend the maturity date to April 1, 2017.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant**

The information provided in Item 1.01 above is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

Exhibit 10.1                      Sixth Amendment to First Lien Credit Agreement, dated as of March 11, 2016, by and among Full House Resorts, Inc. as borrower, the lenders from time to time parties thereto, and Capital One, National Association, as administrative agent, L/C issuer and swing line lender.

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**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: March 15, 2016

/s/ Lewis A. Fanger

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

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**EXHIBIT INDEX**

Exhibit No.	Description
10.1	Sixth Amendment to First Lien Credit Agreement, dated as of March 11, 2016, by and among Full House Resorts, Inc. as borrower, the lenders from time to time parties thereto, and Capital One, National Association, as administrative agent, L/C issuer and swing line lender.

**SIXTH AMENDMENT TO  
FIRST LIEN CREDIT AGREEMENT**

THIS SIXTH AMENDMENT TO FIRST LIEN CREDIT AGREEMENT (this “Amendment”), dated as of March 11, 2016 (the “Effective Date”), is entered into by and among FULL HOUSE RESORTS, INC., a Delaware corporation (the “Borrower”); each of the undersigned financial institutions (collectively, the “Lenders”); and CAPITAL ONE, NATIONAL ASSOCIATION (“Capital One”), as administrative agent for the Lenders (in such capacity, the “Administrative Agent”), as L/C Issuer and as Swing Line Lender (as such terms are defined in the Credit Agreement referenced below).

**RECITALS**

A. The Borrower, Administrative Agent and Lenders have executed a First Lien Credit Agreement, dated as of June 29, 2012 (as amended, the “Credit Agreement”) providing for a Revolving Loan in the maximum aggregate principal amount of \$5,000,000, a Term Loan in the original principal amount of \$50,000,000, a Term Loan (Hotel) in the maximum principal amount of \$10,000,000 and a Swing Line Loan in the maximum principal amount of \$1,000,000. Capitalized terms used herein and not otherwise defined herein shall have the meanings defined in the Credit Agreement.

B. The Borrower has requested an extension of the maturity date of the Obligations. The Administrative Agent and the Lenders are willing to accept such requests on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants herein contained, the parties hereto hereby agree as follows:

**I. AMENDMENTS TO CREDIT AGREEMENT**

1. Section 1.01 (Definitions) of the Credit Agreement is hereby amended to modify the following definitions:

“Maturity Date” shall mean April 1, 2017.

2. Except as specifically amended hereby, all of the remaining terms and conditions of the Credit Agreement shall remain in full force and effect.

**II. MISCELLANEOUS**

1. Representations and Warranties. Borrower represents to the Administrative Agent and the Lenders, as of December 31, 2015, as follows:

(a) The representations and warranties of the Loan Parties set forth in Article IV of the Credit Agreement and in the other Credit Documents are true and correct in all material respects (except to the extent that such representation and warranty is qualified by materiality, in which case such representation and warranty must be true in all respects) as

if made on such date (except for representations and warranties expressly made as of a specified date, which shall be true and correct in all material respects (except to the extent that such representation and warranty is qualified by materiality, in which case such representation and warranty must be true in all respects) as of such date);

(b) No Default has occurred and is continuing; and

(c) No material adverse change in the business, operations, condition (financial or otherwise), assets or liabilities (whether actual or contingent) of the Borrower Parties taken as a whole has occurred since December 31, 2015.

2. Conditions Precedent. Upon the satisfaction of all of the following conditions precedent, this Amendment shall, retroactively as of the Effective Date, become effective: (i) the Borrower shall have paid or caused to be paid all costs and expenses incurred by the Agent and the Lenders through the Effective Date and (ii) the Agent and the Lenders shall have received the following, all of which shall be in form and substance satisfactory to the Agent and in sufficient counterparts:

(a) Executed counterparts of this Amendment signed by all of the Loan Parties.

(b) Acknowledgment of First Lien Guarantors to this Amendment.

(c) Acknowledgment of Second Lien Lenders to this Amendment.

(d) Flood hazard determination certificates for Silver Slipper Casino property, if required by Administrative Agent.

(e) Certificate of Borrower stating that (i) all material consents necessary or advisable in connection with the transactions contemplated by this Amendment have been obtained, (ii) all of the foregoing conditions precedent have been satisfied and (iii) the Effective Date has occurred; provided that if such certificate is not received by June 30, 2015 (unless such date is extended by the Administrative Agent), this Amendment shall become null and void.

(f) Such other documents as the Administrative Agent may reasonably request.

3. Counterparts. This Amendment may be executed in any number of identical counterparts, any set of which signed by all the parties hereto shall be deemed to constitute a complete, executed original for all purposes. Transmission by facsimile, "pdf" or similar electronic copy of an executed counterpart of this Amendment shall be deemed to constitute due and sufficient delivery of such counterpart. Any party hereto may request an original counterpart of any party delivering such electronic counterpart.

4. Effective Date. Upon the satisfaction of the conditions precedent set forth in Section 2 of this Article II, this Amendment shall become effective as of the Effective Date.

[Signatures on following pages]

IN WITNESS WHEREOF, the Borrower, the Lenders, the Administrative Agent, the L/C Issuer and the Swing Line Lender have caused this Agreement to be executed as of the day and year first above written.

BORROWER:

FULL HOUSE RESORTS, INC.,  
a Delaware corporation

By: /s/ Daniel Lee \_\_\_\_\_  
Name: Daniel Lee  
Title: President and Chief Executive Officer

ADMINISTRATIVE AGENT,  
COLLATERAL TRUSTEE, L/C  
ISSUER. SWING LINE LENDER  
AND LENDER:

CAPITAL ONE, NATIONAL ASSOCIATION,

By: /s/ Ross S. Wales

Name: Ross S. Wales

Title: Senior Vice President



LENDERS:

NEVADA STATE BANK

By: /s/ Troy Morris  
Name: Troy Morris  
Title: Vice President

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FIRST TENNESSEE BANK  
NATIONAL ASSOCIATION

By: /s/ James M. Hennigan  
Name: James M. Hennigan  
Title: Senior Vice President

TRUSTMARK NATIONAL BANK

By: /s/ Craig E. Sosebee

Name: Craig E. Sosebee

Title: First Vice President

Western Alliance Bank, an Arizona corporation, as  
successor-in-interest to Bank of Nevada

By: /s/ Anthony J. Stelluto

Name: Anthony J. Stelluto

Title: Senior Vice President