
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): August 29, 2016

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.)

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

On August 29, 2016, Full House Resorts, Inc. (“Full House”) amended its lease through which it operates the Grand Lodge Casino at the Hyatt Regency Lake Tahoe Resort, Spa & Casino in Incline Village, Nevada.

Through Full House’s wholly-owned subsidiary, Gaming Entertainment (Nevada) LLC, a Nevada limited liability company (the “Company”), it entered into the Third Amendment to Casino Operations Lease (the “Amendment”) with Hyatt Equities, L.L.C. (“Hyatt”), amending the terms of that certain Casino Operations Lease dated June 28, 2011 (as amended April 8, 2013, and further amended November 25, 2015, the “Lease”).

Pursuant to the terms of the Lease, Hyatt and the Company previously agreed to renovate the casino, with Hyatt investing up to \$3.5 million at its sole cost and expense and the Company purchasing up to \$1.5 million of new gaming devices and equipment. The Amendment extends the date by which each party must complete its respective obligations to June 30, 2017, subject to force majeure events or delays caused by the other party. In addition, the Amendment corrects a typographical error relating to the description of the annual rent amount.

Except as set forth in the Amendment, all other terms of the Lease remain unchanged.

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 as Exhibit 10.1 to this Report and which is hereby incorporated by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit 10.1	Third Amendment to Casino Operations Lease, effective August 29, 2016, between Hyatt Equities, L.L.C. and Gaming Entertainment (Nevada) LLC
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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: August 30, 2016

/s/ Lewis A. Fanger

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

EXHIBIT INDEX

Exhibit No.	Description
10.1	Third Amendment to Casino Operations Lease effective as of August 29, 2016, by and between Gaming Entertainment (Nevada) LLC, a Nevada limited liability company, and Hyatt Equities, L.L.C., a Delaware limited liability company

EXECUTION VERSION

THIRD AMENDMENT TO CASINO OPERATIONS LEASE

THIS THIRD AMENDMENT TO CASINO OPERATIONS LEASE (“Amendment”) is made as of the 29th day of August, 2016 (the “Effective Date”), by and between Hyatt Equities, L.L.C., a Delaware limited liability company (“Landlord”) and Gaming Entertainment (Nevada) LLC, a Nevada limited liability company (“Tenant”).

WITNESSETH

WHEREAS, Landlord and Tenant are parties to that certain Casino Operations Lease dated June 28, 2011, as amended by that certain First Amendment to Casino Operations Lease dated April 8, 2013 and that certain Second Amendment to Casino Operations Lease dated November 25, 2015 (the “Second Amendment”) (collectively, and as the same may be further amended, restated, exchanged, substituted, extended or otherwise modified from time to time, the “Casino Lease”);

WHEREAS, Landlord and Tenant are parties to that certain Second Lien Security Agreement dated June 29, 2011, as amended by that certain First Amendment to Second Lien Security Agreement dated April 8, 2013 and that certain Second Amendment to Second Lien Security Agreement dated May 12, 2016 (as the same may be further amended, restated, exchanged, substituted, extended or otherwise modified from time to time, the “Security Agreement”) pursuant to which Tenant has provided Landlord with a security interest in all of Tenant’s interest in the Casino Lease, the Premises and the personal property all as described in the Security Agreement, as security for the full and prompt payment and performance of all of Tenant’s obligations under the Casino Lease and the Security Agreement, as described therein; and

WHEREAS, the parties hereto have agreed to amend the Casino Lease as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The foregoing recitals shall constitute an integral part of this Amendment, and this Amendment shall be construed in consideration thereof. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Casino Lease.

2. Rent. Section 4.1 of the Casino Lease is hereby deleted in its entirety and replaced with the following:

4 . 1 Rent. Tenant shall pay to Landlord rent in the amount of (i) One Million Five Hundred Thousand US Dollars (US\$1,500,000) per year starting on the Commencement Date through December 31, 2016 in equal monthly installments of One Hundred Twenty-Five Thousand and 00/100 US Dollars (US\$125,000.00), (ii) One Million Seven Hundred Fifty Thousand US Dollars (US\$1,750,000.00) per year starting on January 1, 2017 (or the date upon which Landlord’s Work (defined below) is completed, whichever occurs later) through December 31, 2017 in equal monthly installments of One Hundred Forty-Five Thousand Eight Hundred Thirty Three and 33/100 US Dollars (US\$145,833.33) and (iii) Two Million US Dollars (US\$2,000,000.00) per year starting on January 1, 2018 through the remainder of the Initial Term in equal monthly installments of One Hundred Sixty-Six Thousand Six Hundred Sixty-Six and 67/100 US Dollars (US\$166,666.67), payable in

advance, in the manner prescribed in Section 4.4 ((i), (ii) and (iii) are collectively referred to herein as “ Initial Rent”).

3. Landlord Capital Improvements. Section 5 of the Second Amendment is hereby amended to provide that Landlord shall complete Landlord’s Work on or before June 30, 2017, except in the event that Landlord’s Work is delayed due to Force Majeure Events or any delays caused Tenant.

4. Tenant Improvements. Section 6 of the Second Amendment is hereby amended to provide that Tenant shall complete Tenant’s Work on or before June 30, 2017, except in the event that Tenant’s Work is delayed due to Force Majeure Events or any delays caused by Landlord.

5. No Other Changes. Except as otherwise herein expressly provided, the Casino Lease shall continue in full force and effect, as amended by this Amendment.

6. Authority. Subject to the preceding paragraph, Landlord and Tenant hereby covenant and warrant that they have full right and authority to enter into this Amendment.

7. Recording. This Amendment or any memorandum thereof may not be recorded by Tenant without the consent of Landlord, in its sole discretion.

8. Tenant Estoppel. Tenant hereby represents and warrants to Landlord that as of the date hereof that neither Tenant, nor Landlord, is in default under any of the terms, covenants or provisions of the Casino Lease or the Security Agreement. As of the date hereof, Tenant has no knowledge of any event which, but for the passage of time or the giving of notice or both, would constitute an event of default by either Landlord or Tenant under the Casino Lease or Security Agreement.

9. Ratification. Except as otherwise expressly modified by the terms of this Amendment, the Casino Lease and Security Agreement remain unchanged and shall continue in full force and effect. All terms, covenants, and conditions of the Casino Lease (not expressly modified herein) and the Security Agreement are hereby confirmed and ratified and remain in full force and effect, and constitute valid and binding obligations of Tenant and Landlord enforceable according to the terms thereof.

10. Successors. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

11. Counterparts: Facsimile/Electronic Signatures. This Amendment may be executed in counterparts and each such counterpart shall be deemed an original and all of which together shall constitute a single Amendment. The parties agree that signatures to this Amendment may be delivered by facsimile or by electronic transmission in lieu of an original signature, and such facsimile or electronic signature page that shall be deemed to be originals and may be relied on to the same extent as the originals.

Signatures on following page.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first written above.

LANDLORD:

HYATT EQUITIES, L.L.C., a Delaware limited liability company

By: /s/ Stephen M. Sokal
Name: Stephen M. Sokal
Title: Vice President

GAMING ENTERTAINMENT (NEVADA) LLC,
a Nevada limited liability company

By: /s/ Daniel R. Lee
Name: Daniel R. Lee
Title: Manager