
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): September 19, 2017

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 September 19, 2017, Full House Resorts, Inc., through its wholly-owned subsidiary Gaming Entertainment (Indiana) LLC (the "Company"), entered into the Second Amendment to Hotel Lease/Purchase Agreement (the "Second Amendment") with Rising Sun/Ohio County First, Inc., an Indiana non-profit corporation ("Landlord"), amending terms of the Hotel Lease/Purchase Agreement dated August 15, 2013, as amended on March 16, 2016 (the "Lease"), in order to facilitate certain capital improvements by the Company at the Rising Star Casino Resort (the "Resort"). The Second Amendment allows the Company to use, operate and modify the area surrounding the hotel at the Resort for vehicular and pedestrian ingress and egress, walkways, parking, utilities, landscaping, and other site improvements as necessary or desirable in the Company's reasonable discretion to accommodate amenities and services for the adjacent Resort, including the Company's recreational vehicle park.

Except as described above, all other material terms of the Lease remain unchanged. The foregoing description of the Second Amendment is qualified in its entirety by reference to the full text of such agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1 Second Amendment to Hotel Lease/Purchase Agreement dated September 19, 2017, by and between Rising Sun/Ohio County First, Inc. and Gaming Entertainment (Indiana) LLC

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: September 21, 2017

/s/ Lewis A. Fanger

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

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Second Amendment to Hotel Lease/Purchase Agreement dated September 19, 2017, by and between Rising Sun/Ohio County First, Inc. and Gaming Entertainment (Indiana) LLC</u>

SECOND AMENDMENT TO HOTEL LEASE / PURCHASE AGREEMENT

This Second Amendment to Hotel Lease / Purchase Agreement (the "Amendment") is entered into as of the 19th day of September, 2017 (the "Effective Date") by and between Rising Sun/Ohio County First, Inc., an Indiana non-profit corporation ("Landlord" or "Owner") and Gaming Entertainment (Indiana) LLC, a Nevada limited liability company ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant entered into that certain Hotel Lease / Purchase Agreement, dated as of August 15, 2013, which was previously amended on March 16, 2016, (the "Lease") concerning the Tenant's lease of certain real property located on 776 Rising Star Drive, located in Rising Sun, Indiana as more particularly depicted in the Lease (the "Premises");

WHEREAS, Tenant desires to make certain capital improvements to the Rising Star Casino Resort ("Resort") and the parties have determined to amend the Lease to accommodate such improvements to the Resort as set forth below.

NOW, THEREFORE, in consideration of the covenants and agreements herein undertaken to be kept and performed and for other good and valuable consideration, the receipt of which is hereby confirmed, it is agreed as follows:

1. Use of Premises. Section 5.1 of the Lease is hereby amended by adding the following sentence to the end of this Section:

"Tenant may use, operate, and modify the area of the Premises surrounding the Hotel building for vehicular and pedestrian ingress and egress, walkways, parking, utilities, landscaping, and other site improvements as necessary or desirable in Tenant's reasonable discretion to accommodate amenities and services for the adjacent Resort, including Tenant's planned recreational vehicle park."
2. Effect of this Amendment. This Amendment shall not change, modify, amend or revise the terms, conditions and provisions of the Lease which are not expressly modified herein and agreed upon by the parties hereto. Landlord and Tenant each hereby confirm and ratify all of the terms, conditions and covenants of the Lease, as modified by this Amendment.
3. Definitions. Terms defined in the Lease that are used in this Amendment shall have the meaning as set forth in the Lease, unless otherwise expressly specified herein or the context expressly provides otherwise.
4. Miscellaneous.
 - a. This Agreement has been executed and delivered and is intended to be performed in the State of Indiana and shall be governed, construed and enforced in all respects in accordance with the substantive laws of the State of Indiana, without regard to its conflict of law provisions.
 - b. This Amendment may be amended, modified, renewed or extended only by written instrument executed in the manner of its original execution.
 - c. This Amendment contains the entire agreement between the parties hereto with regard to this subject matter and no representations, inducements or agreements, oral or otherwise, between the parties not contained or embodied in this Amendment shall be of any force or effect.
 - d. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one (1) instrument representing this Amendment between the parties. Furthermore, either party may execute this Amendment by means of a facsimile or other electronic signature, and such signature shall be deemed authentic and valid, if such facsimile or other electronic signature is actually received by the other party.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the respective dates shown below the signatures of Landlord and Tenant to be effective as of the Effective Date.

LANDLORD:

Rising Sun/Ohio County First, Inc.
an Indiana non-profit corporation

By: /s/ Brent Bascom
Printed: Brent Bascom
Title: President
Date: September 13, 2017

TENANT:

Gaming Entertainment (Indiana) LLC,
a Nevada limited liability company

By: /s/ Daniel R. Lee
Printed: Daniel R. Lee
Title: President
Date: September 19, 2017