

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): February 13, 2023

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, \$0.0001 par value per share	FLL	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company 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 February 13, 2023, Full House Resorts, Inc.'s wholly-owned subsidiary Gaming Entertainment (Nevada) LLC entered into a Sixth Amendment to Casino Operations Lease (the "Amendment") with Incline Hotel LLC amending the terms of that certain Casino Operations Lease dated June 28, 2011, as amended (the "Lease"). The Amendment extends the initial term of the Lease until 11:59 p.m. on December 31, 2024 and makes certain other conforming changes. Except as set forth in the Amendment, all other terms of the Lease remain in full force and effect.

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

No.	Description
10.1	Sixth Amendment to Casino Operations Lease dated February 13, 2023 by and between Incline Hotel LLC, as landlord, and Gaming Entertainment (Nevada) LLC, as tenant.
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document

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: February 16, 2023

/s/ Lewis A. Fanger

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

SIXTH AMENDMENT TO CASINO OPERATIONS LEASE

THIS SIXTH AMENDMENT TO THE CASINO OPERATIONS LEASE (the "Sixth Amendment") is made as of the 13 day of February 2023, by and between Incline Hotel LLC (hereinafter "Landlord") and Gaming Entertainment (Nevada) LLC, a Nevada limited liability company (hereinafter called "Tenant").

WITNESSETH

WHEREAS, Hyatt Equities LLC ("Hyatt") and Tenant entered into that certain Casino Operations Lease, effective as of June 28, 2011 (the "Original Lease"), as amended by that certain First Amendment to Casino Operations Lease dated April 8, 2013 (the "First Amendment"), as amended by that certain Second Amendment to Casino Operations Lease dated November 25, 2015 (the "Second Amendment"), as amended by that certain Third Amendment to Casino Operations Lease dated August 29, 2016 (the "Third Amendment"), as amended by that Fourth Amendment to Casino Operations Lease dated November, 13, 2019 (the "Fourth Amendment"), as assigned by Hyatt to HR Lake Tahoe Owner LLC ("Lake Tahoe Owner") by that certain by that certain Assignment and Assumption of Casino Lease and Security Agreement dated April 1, 2020 (the "First Assignment"); and as further amended by that Fifth Amendment to the Casino Operations Lease dated July 31, 2020 (the "Fifth Amendment"), and as subsequently assigned by Lake Tahoe Owner to Incline Hotel LLC by that certain Assignment of Casino Lease and Security Agreement dated September 1, 2021; (the "Second Assignment"; collectively, the Original Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the First Assignment, the Fifth Amendment and the Second Assignment shall be referred to herein as the "Original Amended Lease");

WHEREAS, Landlord (by way of assignment), and Tenant are parties to that certain Second Lien Security Agreement dated June 29, 2011, as amended by that certain First Amendment to the Second Lien Security Agreement dated April 8, 2013 and that Second Amendment to the 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 Original Amended Lease and the Security Agreement, as described therein; and

WHEREAS, the parties hereto have agreed to amend the Original Amended 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 agree as follows:

1. Recitals. The foregoing recitals shall constitute an integral part of this Sixth Amendment, and this Sixth 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 Original Amended Lease.

2. Initial Term. Section 3.1 of the Original Amended Lease is hereby deleted in its entirety and replaced with the following:

3.1 Initial Term. The term of this Lease shall begin ("Commencement Date") at such time as Tenant commences its Gaming Operations at the Project, and, unless extended as provided below, shall end at 11:59 pm on December 31, 2024. Landlord and Tenant hereby acknowledge and agree that the Commencement Date under the Casino Lease is September 1, 2011, and that the Initial Term ends at 11:59 pm on December 31, 2024.

3. Notice. Section 20.12 of the Original Amended Lease is hereby amended to reflect the following:

If to Landlord: Incline Hotel LLC c/o
c/o Hyatt Regency
Lake Tahoe Resort Spa & Casino
111 Country Club Drive
Incline Village, NV 89451

If to Tenant: Gaming Entertainment (Nevada) LLC
c/o Full House Resorts, Inc.
1980 Festival Plaza Drive
Suite 680
Las Vegas, NV 89135
Attn: General Counsel

[Signature Page to Follow]

IN WITNESS WHEREOF, this Sixth Amendment has been executed by Landlord and Tenant as of the day and year first written above.

Incline Hotel, LLC
A Delaware limited liability Company

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

By: /s/ Michael Murphy
Its: General Manager

By: /s/ Lewis Fanger
Its: Manager