SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934 (Amendment No.)*

Full House Resorts, Inc.

(Name of Issuer)

Common Stock, par value \$0.0001 per share

(Title of Class of Securities)

359678103

(CUSIP Number)

David E. Rosewater Schulte Roth & Zabel LLP 919 Third Avenue New York, New York 10022 (212) 756-2000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

September 29, 2014

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), Rule 13d-1(f) or Rule 13d-1(g), check the following box.

(Page 1 of 12 Pages)

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

^{*} The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

1	NAME OF REPORTING PERSON Craig W. Thomas					
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) ⊠ (b) □				
3	SEC USE ONLY					
4	SOURCE OF FUNDS PF					
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) □					
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States					
NUMBER OF	7 SOLE VOTING POWER 464,081 shares of Common Stock					
SHARES BENEFICIALLY	8 SHARED VOTING POWER 0					
OWNED BY EACH REPORTING	9 SOLE DISPOSITIVE POWER 464,081 shares of Common Stock					
PERSON WITH:	10 SHARED DISPOSITIVE POWER 0					
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 464,081 shares of Common Stock					
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES ☐ CERTAIN SHARES					
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.5%					
14	TYPE OF REPORTING PERSON IN					

1	NAME OF REPORTING PERSON Bradley M. Tirpak					
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) ⊠ (b) □				
3	SEC USE ONLY					
4	SOURCE OF FUNDS PF					
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) □					
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States					
NUMBER OF	7 SOLE VOTING POWER 463,982 shares of Common Stock					
SHARES BENEFICIALLY	8 SHARED VOTING POWER 0					
OWNED BY EACH REPORTING	9 SOLE DISPOSITIVE POWER 463,982 shares of Common Stock					
PERSON WITH:	10 SHARED DISPOSITIVE POWER 0					
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 463,982 shares of Common Stock					
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES ☐ CERTAIN SHARES					
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.5%					
14	TYPE OF REPORTING PERSON IN					

1	NAME OF REPORTING PERSON Daniel R. Lee					
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) \square (b) \square					
3	SEC USE ONLY					
4	SOURCE OF FUNDS PF					
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDING IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e)					
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States					
NUMBER OF	7 SOLE VOTING POWER 233,369 shares of Common Stock					
SHARES BENEFICIALLY	8 SHARED VOTING POWER 0					
OWNED BY EACH REPORTING	9 SOLE DISPOSITIVE POWER 233,369 shares of Common Stock					
PERSON WITH:	10 SHARED DISPOSITIVE POWER 0					
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH PERSON 233,369 shares of Common Stock					
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES					
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.2%					
14	TYPE OF REPORTING PERSON IN					

Item 1. SECURITY AND ISSUER

This statement on Schedule 13D (this "Schedule 13D") relates to the common stock, par value \$0.0001 per share (the "Common Stock"), of Full House Resorts, Inc., a Delaware corporation (the "Issuer"). The address of the Issuer's principal executive office is 4670 S. Fort Apache, Ste. 190, Las Vegas, Nevada 89147.

Item 2. IDENTITY AND BACKGROUND

- (a) This Schedule 13D is filed by: (i) Craig W. Thomas ("Mr. Thomas"); (ii) Bradley M. Tirpak ("Mr. Tirpak" and together with Mr. Thomas, the "Concerned Stockholders"); and (iii) Daniel R. Lee ("Mr. Lee" and together with the Concerned Stockholders, the "Reporting Persons").
- (b) The principal business address of Mr. Thomas is 2100 Crescent Avenue, Suite 100, Charlotte, NC 28207. The principal business address of Mr. Tirpak is 27a Pembridge Villas, Studio 6, London, W11 3EP United Kingdom. The principal business address of Mr. Lee is 9811 West Charleston Blvd., Suite 2-53, Las Vegas NV 89117.
- (c) The principal businesses of Mr. Thomas and Mr. Tirpak is to serve as co-managing members of Locke Partners Investment Management, LLC, SAVE Partners III, LLC and SAVE Partners IV, LLC. The principal business of Mr. Lee is to develop and operate, as well as invest in, casino hotels and to serve as the managing partner of Creative II, LLC, a developer of casinos.
- (d) None of the Reporting Persons has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) None of the Reporting Persons has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceedings was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Each of the Reporting Persons is a citizen of the United States.

Item 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Mr. Thomas used approximately \$583,000 (including brokerage commissions) in the aggregate to purchase the Common Stock beneficially owned by him and reported in this Schedule 13D. The source of the funds used to acquire the Common Stock reported herein as beneficially owned by Mr. Thomas is the personal funds of Mr. Thomas and none of the funds used to purchase such Common Stock were provided through borrowings of any nature.

Mr. Tirpak used approximately \$606,000 (including brokerage commissions) in the aggregate to purchase the Common Stock beneficially owned by him and reported in this Schedule 13D. The source of the funds used to acquire the Common Stock reported herein as beneficially owned by Mr. Tirpak is the personal funds of Mr. Tirpak and none of the funds used to purchase such Common Stock were provided through borrowings of any nature.

Mr. Lee used approximately \$245,000 (including brokerage commissions) in the aggregate to purchase the Common Stock beneficially owned by him and reported in this Schedule 13D. The source of the funds used to acquire the Common Stock reported herein as beneficially owned by Mr. Lee is the personal funds of Mr. Lee and none of the funds used to purchase such Common Stock were provided through borrowings of any nature.

Item 4. PURPOSE OF TRANSACTION

The Reporting Persons initially acquired beneficial ownership of the Common Stock of the Issuer for investment purposes because they believed the Issuer's Common Stock represented an attractive investment opportunity. The Reporting Persons believe that the Common Stock at current market prices is undervalued.

The Reporting Persons have, from time to time, engaged in discussions and correspondence with management and the board of directors of the Issuer (the "Board") regarding the Issuer's business, management, strategic direction, board composition and related matters. The Reporting Persons may continue to discuss such matters with the Issuer's management and the Board as well as other stockholders of the Issuer and third parties.

On October 8, 2014, Mr. Thomas and Mr. Tirpak filed with the Securities and Exchange Commission (the "SEC") a preliminary consent statement in connection with their solicitation of written requests (the "Solicitation") from the stockholders of the Issuer for the purpose of calling a Special Meeting of the Issuer's stockholders (the "Special Meeting"). In the event that the Special Meeting is called, the Reporting Persons intend to present proposals to (a) amend the Issuer's Amended and Restated By-Laws (the "Bylaws") to allow vacancies on the Board to be filled by stockholders, (b) amend the Bylaws to allow stockholders to fix the size of the Board, (c) amend the Bylaws to provide that directors shall be elected by a plurality of the votes cast by holders of shares present in person or represented by proxy and entitled to vote on the election of directors in a contested election, (d) fix the size of the Board at 10 members, (e) elect Mr. Tirpak, Mr. Lee, W.H. Baird Garret ("Mr. Garret"), Ellis Landau ("Mr. Landau") and Ray Hemmig ("Mr. Hemmig") (each a "Group Nominee" and collectively, the "Group Nominees") as directors of the Board to fill the vacancies resulting from the increase in the size of the Board, and (f) adopt a resolution that would repeal any provision or amendment of the Bylaws in effect at the time of the Special Meeting that was not included in the Bylaws publicly filed with the SEC on June 4, 2008 and is inconsistent with or disadvantageous to the election of the Group Nominees or the presentation of the proposals at the Special Meeting (the "Proposals").

On October 9, 2014, the Reporting Persons issued a press release (the "October 9 Press Release") announcing that the Reporting Persons initiated the Solicitation to call a Special Meeting. In the October 9 Press Release, the Reporting Persons indicated that they have attempted to engage quietly and constructively with management of the Issuer and the Board over the past nine months and expressed their belief that the existing Board has destroyed, and will continue to destroy, stockholder value. The October 9 Press Release also included a letter to stockholders (the "October 9 Letter"), in which the Reporting Persons announced their intention to call the Special Meeting for the purposes described in this Item 4. In addition, the letter conveyed the Reporting Persons' concern that stockholders of the Issuer have lost almost 60% of their investment over the past year, that executive compensation has increased by almost 60% in the past five years, and that the Issuer's operations have performed poorly, among other things. The foregoing summary of the October 9 Press Release and October 9 Letter is qualified in its entirety by the full text of the October 9 Press Release and October 9 Letter, copies of which are attached hereto as Exhibit 1 and are incorporated by reference herein.

The Reporting Persons intend to discuss their Proposals with other stockholders, the Issuer, the Board and current or prospective lenders regarding the refinancing of some or all of the Issuer's debt.

Except as set forth herein, the Reporting Persons have no present plan or proposal that would relate to or result in any of the matters set forth in subparagraphs (a) - (j) of Item 4 of Schedule 13D. The Reporting Persons intend to review their investment in the Issuer on a continuing basis. Depending on various factors including, without limitation, the Issuer's financial position and strategic direction, actions taken by the Board, price levels of the Common Stock, other investment opportunities available to the Reporting Persons, conditions in the securities market and general economic and industry conditions, the Reporting Persons may in the future take such actions with respect to their investment in the Issuer as they deem appropriate including, without limitation, abandoning the Solicitation, changing their intention regarding their Proposals, including the number of directors, selling some or all of their shares of Common Stock, purchasing additional shares of Common Stock, and/or otherwise changing their intention with respect to any and all matters referred to in subparagraphs (a) - (j) of Item 4 of Schedule 13D.

Item 5. INTEREST IN SECURITIES OF THE ISSUER

(a) – (b) The aggregate number and percentage of shares of Common Stock to which this Schedule 13D relates is 1,161,432 shares of Common Stock, constituting approximately 6.2% of the Issuer's currently outstanding Common Stock. The aggregate number and percentage of shares of Common Stock reported herein are based upon the 18,876,681 shares of Common Stock outstanding as of August 6, 2014, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2014, filed with the Securities and Exchange Commission on August 7, 2014.

- (i) Mr. Thomas:
 - (a) As of the date hereof, Mr. Thomas may be deemed the beneficial owner of 464,081 shares of Common Stock. Percentage: Approximately 2.5% as of the date hereof.
 - (b) 1. Sole power to vote or direct vote: 464,081 shares of Common Stock
 - 2. Shared power to vote or direct vote: 0
 - 3. Sole power to dispose or direct the disposition: 464,081 shares of Common Stock
 - 4. Shared power to dispose or direct the disposition: 0

- (ii) Mr. Tirpak
 - (a) As of the date hereof, Mr. Tirpak may be deemed the beneficial owner of 463,982 shares of Common Stock. Percentage: Approximately 2.5% as of the date hereof.
 - (b): 1. Sole power to vote or direct vote: 463,982 shares of Common Stock
 - 2. Shared power to vote or direct vote: 0
 - 3. Sole power to dispose or direct the disposition: 463,982 shares of Common Stock
 - 4. Shared power to dispose or direct the disposition: 0
- (iii) Mr. Lee:
 - (a) As of the date hereof, Mr. Lee may be deemed the beneficial owner of 233,369 shares of Common Stock. Percentage: Approximately 1.2% as of the date hereof.
 - (b) 1. Sole power to vote or direct vote: 233,369 shares of Common Stock
 - 2. Shared power to vote or direct vote: 0
 - 3. Sole power to dispose or direct the disposition: 233,369 shares of Common Stock
 - 4. Shared power to dispose or direct the disposition: 0

The Reporting Persons may be deemed to have formed a "group," within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Collectively, the group (and each member thereof) may be deemed to have beneficial ownership of a combined 1,161,432 shares of Common Stock, constituting approximately 6.2% of the Issuer's outstanding shares of Common Stock. Each of the Reporting Persons disclaims beneficial ownership of any shares of Common Stock beneficially owned by any other Reporting Person.

- (c) Information concerning transactions in the Common Stock effected by the Reporting Persons during the past sixty days is set forth in Appendix A hereto and is incorporated herein by reference. Unless otherwise indicated, all of such transactions were effected in the open market.
- (d) Certain of the shares of Common Stock beneficially owned by Mr. Lee are held in a joint account with his wife or in a trust account for his children with a co-trustee. Other than as described herein, no person (other than the Reporting Persons) is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the shares of Common Stock reported herein.
- (e) Not applicable.

Item 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

The Reporting Persons entered into a group agreement on September 29, 2014, which was confirmed in a written agreement dated October 7, 2014 (the "Group Agreement"). Pursuant to the Group Agreement, each of the Reporting Persons agreed to (i) solicit written requests from the stockholders of the Issuer to take certain actions or to call the Special Meeting and to file a consent statement in connection therewith, and (ii) obtain approval by each of Messrs. Lee, Tirpak and Thomas of any filing required by Section 13(d), Section 14 or Section 16 of the Exchange Act, press release, white paper, stockholder communication or other public communication. In addition, pursuant to the Group Agreement, Mr. Tirpak and Mr. Thomas agreed to defend and indemnify Mr. Lee against, and with respect to, any losses that may be incurred by him in connection with his role as a member of the group created pursuant to the Group Agreement and otherwise arising from or relating to the Solicitation or the related solicitation of proxies from the stockholders of the Issuer in connection with the Special Meeting, but not including losses that he may incur on shares of Common Stock he has purchased. Any party to the Group Agreement has a right to terminate its obligations thereunder immediately upon written notice to all other parties. The foregoing summary of the Group Agreement is qualified in its entirety by the full text of the Group Agreement, a copy of which is attached hereto as Exhibit 2 and is incorporated by reference herein.

Mr. Garret, Mr. Landau, and Mr. Hemmig have each entered into a nominee agreement (a "Nominee Agreement") with Mr. Tirpak and Mr. Thomas, pursuant to which each has agreed to stand for election to the Board and to serve as a director if elected. Pursuant to the Nominee Agreements, Mr. Tirpak and Mr. Thomas have agreed to pay the costs of soliciting proxies in connection with the Special Meeting and indemnify such Nominees for claims arising from their role as a nominee for director. The foregoing summary of the Nominee Agreements is qualified in its entirety by reference to the full text of the Form of Nominee Agreement, a copy of which is attached as Exhibit 3 hereto and is incorporated by reference herein.

The Reporting Persons are parties to an agreement with respect to the joint filing of this Schedule 13D and any amendments thereto. A copy of such agreement is attached as Exhibit 4 to this Schedule 13D and is incorporated by reference herein.

Other than the Group Agreement, the Nominee Agreements and the joint filing agreement, there are no contracts, arrangements, understandings or relationships among the Reporting Persons or between the Reporting Persons and any other person with respect to securities of the Issuer.

Item 7. MATERIAL TO BE FILED AS EXHIBITS

Exhibit Description

- 1 Press Release and Letter to Stockholders, dated October 9, 2014
- 2 Group Agreement, dated October 7, 2014
- 3 Form of Nominee Agreement
- 4 Joint Filing Agreement, dated October 8, 2014

SIGNATURES

After reasonable inquiry and to the best of his or its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: October 8, 2014

CRAIG W. THOMAS

/s/ Craig W. Thomas

Name: Craig W. Thomas

BRADLEY M. TIRPAK

/s/ Bradley M. Tirpak

Name: Bradley M. Tirpak

DANIEL R. LEE

/s/ Daniel R. Lee

Name: Daniel R. Lee

TRANSACTIONS IN THE ISSUER'S SHARES OF COMMON STOCK BY THE REPORTING PERSONS DURING THE PAST SIXTY DAYS

The following table sets forth all transactions with respect to the shares of Common Stock effected during the past sixty days by any of the Reporting Persons. Except as otherwise noted, all such transactions in the table were effected in the open market through a broker.

Mr. Lee

Trade Date	Shares Purchased (Sold)	Price Per Share (\$)
9/4/2014	725	1.0110
9/5/2014	5,000	1.0116
9/5/2014	100	1.0995
9/8/2014	1,300	1.0160
9/8/2014	330	1.0100
9/8/2014	1,406	1.0157
9/8/2014	594	1.0096
9/9/2014	300	1.0264
9/9/2014	500	1.0157
9/9/2014	200	1.0297
9/10/2014	3,118	0.9725
9/11/2014	1,700	1.0045
9/11/2014	300	0.9999
9/11/2014	6,000	0.9926
9/12/2014	2,000	1.0040
9/12/2014	2,000	0.9740
9/15/2014	3,000	0.9626
9/15/2014	3,000	0.9726
9/16/2014	2,000	1.0037
9/16/2014	12,000	1.0018
9/16/2014	150	1.0528
9/16/2014	100	0.9999
9/16/2014	4,750	1.0000
9/16/2014	4,700	0.9917
9/16/2014	4,000	1.0020
9/16/2014	10,000	1.0008
9/17/2014	292	1.0172
9/17/2014	1,900	1.0142
9/18/2014	40	1.2288
9/18/2014	160	1.0897
9/18/2014	300	1.0765
9/18/2014	960	1.0482
9/18/2014	1,340	1.0558
9/18/2014	1,500	1.0453
9/19/2014	566	1.0740
9/19/2014	934	1.0500
9/19/2014	1,000	1.0680

9/22/2014	1,000	1.0578
9/22/2014	1,497	1.0653
9/22/2014	2,525	1.0631
9/22/2014	5,000	1.0515
9/22/2014	8,503	1.0600
9/22/2014	10,000	1.0608
9/30/2014	300	1.0501
9/30/2014	2,700	1.0599
10/1/2014	1,000	1.1299
10/1/2014	5,000	1.1500
10/1/2014	5,473	1.1300
10/2/2014	2,300	1.1100
10/2/2014	600	1.1200
10/2/2014	3,900	1.1400
10/2/2014	9,200	1.1099
10/3/2014	2,400	1.0650
10/3/2014	7,600	1.0700
10/6/2014	20,000	1.0900
10/7/2014	5,000	1.1300
10/7/2014	2,500	1.1100
10/7/2014	4,420	1.1200
10/7/2014	8,080	1.1300
10/7/2014	2,200	1.1293
10/7/2014	2,800	1.1299

Full House Stockholders Seek to Call a Special Meeting to Add Five Highly Qualified Individuals to the Board of Directors

The Group of Concerned Stockholders Is Led by Dan Lee, Former CEO of Pinnacle Entertainment

Shares in Full House are Down 60% Year to Date

The Concerned Stockholders Believe it is Urgent to Call a Special Meeting Before Existing Board Destroys More Value

NEW YORK, October 9, 2014

Three Concerned Stockholders of Full House Resorts Inc. (NASDAQ:FLL) today sent a letter to their fellow stockholders in the Company. The Concerned Stockholders own approximately 1,161,482 shares of common stock in the aggregate, which represents approximately 6.2% of the shares outstanding. In the letter, the Concerned Stockholders announced their intentions to call a Special Meeting to add five highly qualified individuals to the Board of Directors.

"This Board has failed stockholders in our view," said group member and gaming industry veteran Daniel R. Lee, the former Chairman and CEO of Pinnacle Entertainment and the former CFO of Mirage Resorts. "The Company has gone on a reckless buying binge, overpaying for three shrinking casinos and pursuing two hotel additions that have marginal returns. It is time for stockholders to put in place a Board that will work diligently to fix the damage, repair and grow the Company's existing properties, and earnestly consider the Company's strategic alternatives. More of the same is simply not an option that Full House stockholders can afford."

"Over the past nine months, we have attempted to engage quietly and constructively with management and the Board," added one of the group's stockholders Bradley Tirpak. "We see great value and potential for the Company, but the stock price reflects our belief that the market has lost faith in this management team. The shares are down nearly 60% in 2014 and we believe an upgraded Board is desperately needed to improve the Company's performance."

Craig Thomas, another one of the group's stockholders added, "In the past five fiscal years, the total compensation of the long-tenured Chairman and CEO Andre Hilliou has risen 59%. Over this time, he has been paid total compensation in excess of \$4,400,000. We believe adding new members to the Board will bring accountability to the management team and help align executive compensation with the size and performance of the Company."

"It is hard to imagine a more irresponsible stewardship of shareholder money than we have seen at Full House Resorts," Daniel R. Lee concluded. "The Company was debt-free only two years ago, but it borrowed recklessly and has not invested the money well. Now, it has breached its debt covenants in each of the past two quarters, yet continues to operate as if that hasn't happened. We intend, of course, to work with the existing board to safeguard the shareholders' investment and build value, but the need for change is urgent. The Company needs more experience and independence on its Board. Shareholders could lose more or all of their investment if the Company continues on its recent course."

The full text of the letter follows:

Dear Fellow Stockholder,

We are three Concerned Stockholders ("Concerned Stockholders" or "we") of Full House Resorts Inc. (NASDAQ: FLL) ("Full House" or the "Company"). Today we announced our intentions to seek to call a Special Meeting of the stockholders of the Company.

At the Special Meeting, we plan to propose that shareholders expand the Board of Directors (the "Board") to ten Directors and name five new, highly qualified and independent individuals to the Board. As Concerned Stockholders, we believe these new independent professionals will help the Board improve capital allocation, operations, and corporate governance at the Company. We currently own 1,161,482 shares of stock in the aggregate, which represents approximately 6.2% of the shares outstanding.

Given their high compensation, the long-tenured management team and incumbent Board will, we believe, inevitably ask for more time and deny that change is needed. We believe, however, that urgency is important. As you have probably seen, the Company's share price has plummeted, the operating results have declined, and the compensation of the management team has climbed without any apparent tie to shareholder returns. The Company has required either a waiver or loan modification in each of the past two quarters from its lenders because it has breached its debt covenants, yet has continued to spend money foolishly. If improved oversight and governance is not implemented soon, shareholders could lose more or all of their investment.

We are writing to you today to explain why we are attempting to call the Special Meeting and hope you will join us in our effort to improve the Board.

We would like you to consider the following:

Stockholders have lost almost 60% of their investment in the past year

On September 30, 2013, the Company's shares closed at \$2.78. On September 30, 2014, the Company's shares closed at \$1.15, a decline of 58.6%.

Executive compensation is up close to 60% in the past five years

Over the past five fiscal years between 2009 and 2013, Andre Hilliou, the Chairman and CEO of the Company has been paid total compensation of \$4,446,279 and Mark Miller, COO of the Company, has been paid total compensation of \$4,430,372. Between 2009 and 2013, the total compensation for the Chairman and CEO increased 59% and the total compensation of the COO increased 78%. We believe that these levels of compensation are irresponsible given the size and performance of the Company and note that almost 37% of the shares voted at last year's Annual Meeting voted against the proposal to approve executive compensation.

The Company's operations have performed poorly and it has lost valuable business

In the Company's Northern Nevada segment, which includes the Stockman's Casino and the Grand Lodge Casino, gross gaming revenues have declined 10.6% YTD through Q2 2014. The significant decline in gross gaming revenues YTD in 2014 follows a smaller full year decline in 2013.

At the Rising Star Casino, gross gaming revenues have declined 27.1% YTD in through August 2014, despite opening a new 104 guest room hotel in November of 2013. The decline in gross gaming revenues YTD in 2014 follows a full year decline of 21.2% in 2013. The property was acquired in April of 2011 and its gaming revenues in the first half of 2014 were 47% below what they were in the first half of 2011.

At the Silver Slipper Casino, gross gaming revenues have declined 8.5% YTD in 2014 through Q2. During the same time period, the Gulf Coast Mississippi market was up 0.8%.

The Company lost its management contract at the Buffalo Thunder Resort & Casino in September 2014.

The Management and Board approved a proposal to dilute stockholders by 90%

On January 8, 2014, the Company filed a Registration Statement with the Securities and Exchange Commission (the "SEC") in connection with the proposed sale of \$46 million worth of Common Stock. On January 8, the price of the Common Stock closed at \$2.65 and there were approximately 18.75 million shares outstanding. If the proposed offering had occurred at that price, the Company would have sold approximately 17.3 million shares of Common Stock and existing stockholders would have been diluted by more than 90%.

We believe that the proposed offering was a poor capital allocation decision. Furthermore, we believe that any company proposing to nearly double the share count should tell shareholders clearly what the company intends to do with the funds.

Despite three poorly performing acquisitions, management pursued another large acquisition in March 2014

On March 24, 2014, the Company announced that it had entered into agreements (the "Purchase Agreements") to acquire the Fitzgerald's Casino in Tunica, Mississippi ("Fitz Tunica"). The Company agreed to pay \$63.0 million, exclusive of working capital and expenses, and indicated that it would fund an additional \$7.0 million in required renovations. Inclusive of working capital and expenses, this acquisition required an investment of over \$70 million, at a time when the Company was in imminent default under its existing First Lien Credit Agreement and Second Lien Credit Agreement (together, the "Credit Agreements").

We believe that the Board and management failed to manage risks appropriately in the Fitz Tunica transaction and the Company lost 97% of its escrow deposit

When the Company entered into the Purchase Agreements to acquire the Fitz Tunica, it deposited \$1.75 million into escrow to secure the transaction. On March 31, 2014, just seven days after announcing the acquisition, the Company was required to obtain waivers on its Credit Agreements.

Despite breaching the Credit Agreements and requiring waivers of such breaches, the Board approved a contract to purchase the Fitz Tunica and the contract did not include a clear clause that the purchase was contingent on the Company's ability to obtain financing for the transaction and allowing the deposit to be returned if the financing could not be obtained.

On August 8, 2014, when the Company was unable to complete the purchase, the seller of Fitz Tunica Casino filed a complaint against the Company in the Circuit Court of Tunica County, Mississippi, alleging damages for breaches of the Purchase Agreements by the Company. On August 21, 2014, the seller and the Company entered into a settlement agreement under which the seller received \$1.7 million of the funds held in escrow and the Company received only \$50,000.

In addition to losing more than 97% of the \$1.75 million escrow, the Company incurred approximately \$300,000 in professional fees associated with the failed transaction.

We believe this Board needs additional experience and independence

The proxy advisory firm Glass, Lewis & Co. noted that two of the seats on the five member Board were held by the senior executives of the Company and recommended against the election of Chief Operating Officer Mark Miller at the 2014 Annual Meeting. We agree with Glass Lewis and do not believe insiders should hold 40% of the seats on the board of a public company.

We think even greater independence and commitment is necessary. We note that the two senior executives worked together at the Showboat casino in Atlantic City in the 1990s, which recently closed. Two of the other so-called "independent" directors also worked or consulted at Showboat. After 23 years of combined service on the Board, the three independent directors own less than 60,000 shares of common stock.

Our independent nominees will bring valuable business experience to the Board. Their careers have spanned gaming, lodging, hospitality, finance, governance, capital allocation, technology and legal. We believe our nominees will bring significant additional experience and independence to the Board.

We believe immediate action is needed to prevent further erosion of stockholder value

The Company has commenced or announced five new projects: 1) the construction of a \$17.7 million hotel at the Silver Slipper Casino, 2) a 75% joint venture to purchase a racetrack in Prestonsburg, Kentucky and transfer the racing license to a yet to be built quarter horse racetrack near Corbin, Kentucky, 3) the operation of a property in Lexington, Kentucky, 4) the operation of a casino at the Howe Caverns Resort and Casino in New York, and 5) the operation of a casino at the Grand Hudson Casino and Resort in New York.

The legality of gaming machines in Kentucky is still very much in doubt and there are numerous competing proposals for casinos in New York. Were gaming machines to be found legal in Kentucky or the company's projects to be selected in New York, the Company might incur financial obligations beyond its means or ability to raise capital. Meanwhile, the Company has invested significant equity funds into the hotel being built adjoining the Silver Slipper casino and it is relying on its Credit Agreements to fund its completion. The bank group's obligation to fund the completion of construction is contingent on continued compliance with the covenants in the bank agreement. The Company has breached its covenants in the past two quarters and while the Company's creditors waived these breaches upon payments of additional fees and interest, there can be no certainty that creditors will waive any future defaults and provide funds for completion.

Given the history at Full House Resorts of poor capital allocation and fiscal management, we believe that management's pursuit of new projects requiring capital and attention could represent a tremendous risk to stockholders under the direction of the current management and Board. We are seeking to call a Special Meeting to elect new, qualified independent directors before some of these projects commence and to provide experienced and independent oversight of those projects that are already underway.

Conclusion

As Concerned Stockholders, we have made a preliminary filing with the United States Securities and Exchange Commission ("SEC") of a solicitation statement to be used to solicit consents to call a Special Meeting of the stockholders.

If we are successful in calling the Special Meeting, we plan to nominate these individuals to the Board, all of whom bring significant independence and experience to the Company:

Daniel Lee is the Managing Partner of Creative Casinos and Creative II. He was previously Chairman and Chief Executive Officer of Pinnacle Entertainment from 2002 to 2009. In the 1990s, he was Chief Financial Officer, Treasurer and Sr. Vice President of Finance and Development at Mirage Resorts, reporting to Mirage CEO Steve Wynn. During the 1980s, Mr. Lee was a securities analyst for Drexel Burnham Lambert and CS First Boston, specializing in the lodging and gaming industries. He serves as an independent director

of Myers Industries and a member of its Audit Committee. He also serves as an independent director of Gabelli Securities, Inc. and ICTC Corporation and previously served as an independent director of LICT Corporation. He recently renewed his gaming license in the State of Nevada and has been licensed previously in Indiana and Mississippi, which are the three jurisdictions where the Company operates. While working as a securities analyst, he was a Chartered Financial Analyst. Mr. Lee earned his M.B.A. in finance and a B.S. degree in Hotel Administration, both from Cornell University.

Ellis Landau is a private investor who serves on various for-profit and non-profit boards. In 2006, Mr. Landau retired as Executive Vice President and Chief Financial Officer of Boyd Gaming Corporation, a position he held since he joined the company in 1990. Mr. Landau previously worked for Ramada Inc., later known as Aztar Corporation, where he served as Vice President and Treasurer, as well as U-Haul

International and the Securities and Exchange Commission. Mr. Landau is President, Treasurer and Director of ALST Casino Holdco, LLC, the holding company of Aliante Gaming, LLC, which owns and operates Aliante Casino + Hotel in Las Vegas, Nevada. From 2007 to 2011, Mr. Landau was a member of the Board of Directors of Pinnacle Entertainment, Inc., a leading gaming company, where he served as chairman of the Audit Committee and as a member of its Nominating and Governance Committee and its compliance committee. Mr. Landau served as a director of Spectrum Group International from 2012 until March 2014. Mr. Landau has served as a director of A-Mark Precious Metals since March 2014 and is Chairman of the Audit Committee and a member of the Compensation Committee. Mr. Landau is a member of the board of directors of Data Driven Delivery Systems, a rapidly growing medical service company and serves as the chairman of its audit committee. He currently holds a gaming license in the State of Nevada and has previously been licensed in Indiana and Mississippi, which are the three jurisdictions where the Company operates. Mr. Landau earned his B.A. in economics from Brandeis University and his M.B.A. in finance from Columbia University Business School.

Raymond Hemmig is founder and Managing Partner of Retail and Restaurant Growth Capital. Mr. Hemmig has extensive experience as an investor, director and CEO of numerous companies. He was the CEO of Ace Cash Express, Inc. from 1988 to 1994 and Chairman of the Board from 1988 to 2006. He has served on multiple public company boards, including Communications World; Party City; On the Border; and Restoration Hardware. He has also served on numerous other privately held company boards in the United States and internationally. He is an active member of the North Texas Chapter of the National Association of Corporate Directors (NACD) and holds their Certified Director status. He is a past director of the Institute for Excellence in Corporate Governance and he is currently on the Advisory and Development boards of the Jindal School of Management at the University of Texas at Dallas (UTD).

W.H. Baird Garret is an attorney at VLP Law Group and the Chair of its Technology Transactions practice group. Mr. Garret has extensive experience in corporate law, having represented clients as diverse as The Walt Disney Company and the venture capital firm of Kleiner, Perkins, Caufield and Byers. He specializes in the negotiation of complex commercial transactions, particularly those involving new technology and intellectual property, such as the purchase and licensing of gaming devices and on-line gaming software. Mr. Garrett previously practiced law at the law firm of Wilson, Sonsini, Goodrich and Rosati in Palo Alto, CA and Seattle, WA. Prior to entering private practice, he clerked for the Delaware Court of Chancery. Mr. Garret earned a B.A. degree from Pennsylvania State University, an M.A. degree from the University of Chicago and a J.D. degree from the University of Virginia School of Law.

Bradley Tirpak is a professional investor with twenty years of investing experience who has been a portfolio manager at Credit Suisse First Boston, Caxton Associates, and Sigma Capital Management. He is currently the co-founder of Shareholder Advocates for Value Enhancement (SAVE) and Managing Member of various investment partnerships. Between 1993 and 1996, he was the founder and CEO of Access Telecom, Inc. an international telecommunications company doing business in Mexico. Mr. Tirpak is a former director of USA Technologies, Inc. Mr. Tirpak earned a B.S.M.E. from Tufts University and earned his M.B.A. from Georgetown University.

Sincerely,
Concerned Stockholders of Full House
Daniel Lee
Bradley Tirpak

Craig Thomas

CONTACT:

Tom Ball
Michael Verrechia
Morrow & Co., LLC
203-658-9400
tomball@ morrowco.com
mverrechia@ morrowco.com

BRADLEY M. TIRPAK, CRAIG W. THOMAS AND DANIEL R. LEE (COLLECTIVELY, THE 'CONCERNED STOCKHOLDERS'') INTEND TO FILE WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") A DEFINITIVE CONSENT STATEMENT AND ACCOMPANYING CONSENT CARD TO BE USED TO SOLICIT WRITTEN CONSENTS FROM THE STOCKHOLDERS OF FULL HOUSE RESORTS, INC. IN CONNECTION WITH THE CONCERNED STOCKHOLDERS' INTENT TO TAKE CORPORATE ACTION BY WRITTEN CONSENT TO CALL A SPECIAL MEETING. ALL STOCKHOLDERS OF FULL HOUSE RESORTS, INC. ARE ADVISED TO READ THE DEFINITIVE CONSENT STATEMENT AND OTHER DOCUMENTS RELATED TO THE SOLICITATION OF WRITTEN CONSENTS BY THE CONCERNED STOCKHOLDERS, W.H. BAIRD GARRET, RAY HEMMIG AND ELLIS LANDAU (COLLECTIVELY, THE "PARTICIPANTS"), WHEN THEY BECOME AVAILABLE, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION, INCLUDING ADDITIONAL INFORMATION RELATED TO THE PARTICIPANTS. WHEN COMPLETED, THE DEFINITIVE CONSENT STATEMENT AND FORM OF WRITTEN CONSENT WILL BE FURNISHED TO SOME OR ALL OF THE STOCKHOLDERS OF FULL HOUSE RESORTS, INC. AND WILL, ALONG WITH OTHER RELEVANT DOCUMENTS, BE AVAILABLE AT NO CHARGE ON THE SEC'S WEB SITE AT HTTP://www.sec.gov. In Addition, Morrow & Co., LLC, WHICH IS ASSISTING THE CONCERNED STOCKHOLDERS IN THIS SOLICITATION, WILL PROVIDE COPIES OF THE DEFINITIVE CONSENT STATEMENT AND ACCOMPANYING CONSENT CARD (WHEN AVAILABLE) WITHOUT CHARGE UPON REQUEST BY CALLING (203) 658-9400 OR TOLL-FREE AT (800) 662-5200.

INFORMATION ABOUT THE CURRENT PARTICIPANTS AND A DESCRIPTION OF THEIR DIRECT OR INDIRECT INTERESTS BY SECURITY HOLDINGS IS CONTAINED IN THE PRELIMINARY CONSENT STATEMENT ON SCHEDULE 14A FILED BY THE CONCERNED STOCKHOLDERS WITH THE SEC ON OCTOBER 8, 2014. THIS DOCUMENT CAN BE OBTAINED FREE OF CHARGE FROM THE SOURCES INDICATED ABOVE.

GROUP AGREEMENT

This GROUP AGREEMENT is made as of October 7, 2014 (this "<u>Agreement</u>"), by and between (i) Daniel Lee ("Mr. Lee") (ii) Bradley Tirpak ("<u>Mr. Tirpak</u>"), and (iii) Craig Thomas ("<u>Mr. Thomas</u>" and, together with Mr. Lee and Mr. Tirpak, the "<u>Group</u>" and individually a "<u>Group Member</u>").

WHEREAS, the Group Members are record and beneficial holders of common stock, \$0.0001 par value per share (the "Common Stock") of Full House Resorts, Inc., a Delaware corporation (the "Company"); and

WHEREAS, the Group wishes to enter into this Agreement pertaining to their investments in, and activities related to, the Company and its Securities (as defined below), including but not limited to the solicitation of written requests (the "Consent Solicitation") to take certain actions or to call a special meeting of stockholders of the Company (the "Special Meeting") and the potential nominations of individuals for election as directors pursuant to such Consent Solicitation or at the Special Meeting and the potential solicitation of proxies or consents in connection therewith (the "Proxy Solicitation") (all such activities collectively, the "Proxy Contest").

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

- 1. Mr. Tirpak represents to each of Mr. Thomas and Mr. Lee that he is the beneficial owner of 463,982 equity Securities of the Company and is the record holder of 100 shares of Common Stock, Mr. Thomas represents to each of Mr. Tirpak and Mr. Lee that he is the beneficial owner of 463,931 equity Securities of the Company and is the record holder of 100 shares of Common Stock, and Mr. Lee represents to each of Mr. Tirpak and Mr. Thomas that he is the beneficial owner of 233,369 equity Securities of the Company, in each case as of the date hereof. "Securities" shall mean equity securities of the Company (including any securities or instruments exchangeable for or convertible into equity securities of the Company), options to purchase or sell equity securities of the Company, and swaps, synthetics and other derivative securities or instruments, the value of which is solely and directly related to equity securities of the Company.
- 2. The Group Members agree to solicit written requests from the stockholders of the Company to take certain actions or to call the Special Meeting and to file a consent statement in connection therewith pursuant to Section 14 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). If required, following the Consent Solicitation, the Group Members shall mutually agree on further actions to be taken with respect to the Proxy Contest.

3. If a Group Member elects to sell or dispose of Securities at any time there is an active Proxy Solicitation or Proxy Contest underway, he must offer the other Group Members a Right of First Refusal to purchase the Securities for sale at market for a period of fourteen (14) days from notice of such intent to sell. Each surviving group member will have the right to buy 50% of the selling Group Member's shares. The Right of First Refusal includes the voting rights attached to such securities including those voting rights whose record date has passed but the vote has not yet occurred. If the surviving group does not exercise the right to buy the securities, but the seller still has the right to vote, the seller agrees to vote for all proposals made by the group in connection with the Special Meeting or Proxy Contest. For as long as there is an active Proxy Solicitation of Proxy contest underway, all Group Members agree to vote all of their votes in favor of the Group's recommendations. For the avoidance of doubt, this clause survives the termination of the Group Agreement by a Group Member if there remains an active Proxy Solicitation or Proxy Contest.

Each Group Member also agrees that if he receives any bids which would enable him to sell, he will make this bid available to all Group members to participate. For the avoidance of doubt, if the Company or another third party submits a bid to one Group Member, the Group Member will make the bid available to all Group members.

Nothing in this Agreement shall restrict any party's right to purchase Securities, as it deems appropriate, in its sole discretion, provided that all such purchases or sales are made in compliance with all applicable securities laws and gaming regulations. Each Group Member agrees to vote his shares in favor of the Group's proposals as presented in all materials filed with the SEC as part of the Proxy Solicitation and Proxy Contest. Each Group Member shall advise the others within 24 hours of the date that its ownership of Securities has increased.

- 4. Mr. Tirpak agrees to pay 50% and Mr. Thomas agrees to pay 50% of all expenses, including legal and financial advisory expenses, incurred by the Group in the conduct of the Proxy Contest.
- 5. Each Group Member agrees that any filing with the Securities and Exchange Commission (including without limitation any filing required by Section 13(d), Section 14 or Section 16 of the Exchange Act), press release, white paper, stockholder communication or other public communication proposed to be made or issued by the Group or any of the Group Members in connection with the Group's activities shall be made or issued with the unanimous agreement of Mr. Thomas, Mr. Tirpak and Mr. Lee. Each Group Member agrees that any Schedule 13D (including any amendment thereto) under the Exchange Act with respect to the Company ("Schedule 13D") shall be filed jointly by the Group Members. Each of the Group Members agrees that it shall be responsible for the completeness and accuracy of the information concerning it contained in any filing pursuant to Section 13(d), Section 14 or Section 16 of the Exchange Act or any filing pursuant to the Hart-Scott-Rodino Act Antitrust Improvements Act of 1976, but shall not be responsible for the completeness and accuracy of the information concerning the other contained in such filings, except to the extent that it knows or has reason to believe that such information is inaccurate.
- 6. The relationship of the parties pursuant to this Agreement shall be limited to carrying on the activities of the Group in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such activities as described herein. Nothing herein shall be construed to authorize any party to act as an agent for any other party, or to create a joint venture or partnership, or to constitute an indemnification, except as set forth in Section 7 of this Agreement.

- 7. Each of Mr. Tirpak and Mr. Thomas (the "Indemnifying Parties") agree to defend, indemnify and hold Mr. Lee harmless from and against any and all losses, claims, damages, penalties, judgments, awards, settlements, liabilities, costs, expenses and disbursements (including, without limitation, reasonable attorneys' fees, costs, expenses and disbursements) incurred by him in the event that he becomes a party, or is threatened to be made a party, to any civil, criminal, administrative or arbitrative action, suit or proceeding, and any appeal thereof, (i) relating to Mr. Lee's role as a member of the Group, or (ii) otherwise arising from or in connection with or relating to the Proxy Contest. Mr. Lee's right of indemnification hereunder shall continue after the Proxy Contest has taken place but only for events that occurred prior to the Proxy Contest and subsequent to the date hereof. Anything to the contrary herein notwithstanding, the Indemnifying Parties are not indemnifying Mr. Lee for any action taken by Mr. Lee or on Mr. Lee's behalf that occurs prior to the date hereof or subsequent to the conclusion of the Proxy Contest or such earlier time as Mr. Lee is no longer a member of the Group or for any actions taken by Mr. Lee as a director of the Company, if Mr. Lee is elected. Nothing herein shall be construed to provide Mr. Lee with indemnification (i) if Mr. Lee is found to have engaged in a violation of any provision of state or federal law in connection with the Proxy Contest, unless Mr. Lee demonstrates that his action was taken in good faith and in a manner Mr. Lee reasonably believed to be in or not opposed to the best interests of the Proxy Contest; (ii) if Mr. Lee acted in a manner that constitutes gross negligence or willful misconduct; (iii) if Mr. Lee provided false or misleading information, or omitted material information, in connection with the Proxy Contest; or (iv) if Mr. Lee has otherwise violated any law or regulation which forms the basis or is an element of the cause of action or claim made against Mr. Lee or any material provision of this Agreement. Mr. Lee shall promptly notify the Indemnifying Parties in writing in the event of any third-party claims actually made against Mr. Lee or known by Mr. Lee to be threatened if Mr. Lee intends to seek indemnification hereunder in respect of such claims. In addition, upon Mr. Lee's delivery of notice with respect to any such claim, the Indemnifying Parties shall promptly assume control of the defense of such claim with counsel chosen by the Indemnifying Parties. The Indemnifying Parties shall not be responsible for any settlement of any claim against Mr. Lee covered by this indemnity without the prior written consent of the Indemnifying Parties. However, the Indemnifying Parties may not enter into any settlement of any such claim without Mr. Lee's consent unless such settlement includes (i) no admission of liability or guilt by Mr. Lee, and (ii) an unconditional release of Mr. Lee from any and all liability or obligation in respect of such claim. If Mr. Lee is required to enforce the obligations of the Indemnifying Parties in this Agreement in a court of competent jurisdiction, or to recover damages for breach of this Paragraph 7, the Indemnifying Parties will pay on Mr. Lee's behalf, in advance, any and all expenses (including, without limitation, reasonable attorneys' fees, costs, expenses and disbursements) actually and reasonably incurred by Mr. Lee in such action, regardless of whether Mr. Lee is ultimately determined to be entitled to such indemnification or advancement of expenses.
- 8. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.
- 9. This Agreement shall be interpreted in accordance with and governed by the laws of the State of New York. If any provision of this Agreement would be invalid under applicable law, then such provision shall be deemed modified to the extent necessary to render it valid while most nearly preserving its original intent. In the event of any dispute among the parties hereto arising out of the provisions of this Agreement or their investment in the Company, the parties hereto consent and submit to the exclusive jurisdiction of the Federal and State Courts in the State of New York.

- 10. Any of the parties may terminate this Agreement and his obligations hereunder, and thereby terminate the group formed hereby, immediately upon written notice to the other parties. Upon termination, the terminating individual will be responsible for his proportionate share of expenses incurred in connection with the Proxy Contest through the date of such termination but will not be responsible for expenses incurred in connection with the Proxy Contest after the date of such termination. This Agreement will automatically terminate on the date that is the earliest of (i) 30 days after the date that no Group Member owns any Securities of the Company, (ii) the termination of the Proxy Solicitation or (iii) the completion of the Proxy Contest, and upon termination pursuant to this sentence all obligations provided for in this Agreement shall terminate.
- 11. Except as otherwise set forth in this Agreement, this Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Neither party hereto may assign any of its rights or obligations under this Agreement to any person without the prior written consent of the other party hereto.
- 12. Each party represents that he owns less than 5% of the outstanding equity of the Company. Each party acknowledges that he will be responsible for complying with applicable gaming regulatory requirements in those jurisdictions in which state gaming commissions have jurisdiction over the Company ("Relevant Gaming Commission"). In the event that any party has actual knowledge of, or is notified by a Relevant Gaming Commission of, any requirement that the party, any other party or the Group is required to register with, submit to licensing or other approval by or provide any personal information about themselves, any other party or the Group to a Relevant Gaming Commission, that party shall immediately notify the other parties with a copy of any written notice or demand from the Relevant Gaming Commission and, unless otherwise agreed to by the parties at the time of receipt of such notice or demand, shall be individually liable for the costs of any filing with or investigation by any Relevant Gaming Commission. Each party shall be responsible for providing the requested or required information, filing or submission about themselves to the Relevant Gaming Commission and all parties shall be responsible for and cooperate with each other to provide the requested or required information, filing or submission about the Relevant Gaming Commission.
- 13. Each party acknowledges that Schulte Roth & Zabel LLP ("SRZ") shall act as legal counsel for each of Mr. Tirpak and Mr. Thomas in connection with the Proxy Contest, and each hereby waives any conflicts in connection with such representation. Each party further agrees that, if any dispute should arise between Mr. Tirpak and Mr. Thomas and SRZ actively represents both parties at the time of such dispute, then SRZ shall withdraw from representing either party with respect to the dispute.

14. Mr. Lee agrees that SRZ may continue to represent Mr. Tirpak and Mr. Thomas in all matters relating to this Agreement or otherwise, including matters that are or may be directly adverse to Mr. Lee or that involve or may involve a dispute, disagreement, claim or litigation by or between Mr. Tirpak and Mr. Thomas, on the one hand, and Mr. Lee, on the other hand, whether under this Agreement or otherwise. Mr. Lee agrees that he is aware of his right to obtain independent legal counsel of his choice and is strongly encouraged by Mr. Tirpak and Mr. Thomas to consult with and review this Agreement with such independent legal counsel prior to execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

	IN WITNESS	WHEREOF,	each of the	parties	hereto 1	has ca	aused t	this G	Group 2	Agreement	to be	executed	as c	of the	date	first
written above.																

Bradley Tirpak	
/-/ D 41 T:1-	

/s/ Bradley Tirpak
Name: Bradley Tirpak

Craig Thomas

/s/ Craig Thomas

Name: Craig Thomas

Daniel Lee

/s/ Daniel Lee

Name: Daniel Lee

EXHIBIT 3

From the Desk of Bradley Tirpak and Craig Thomas

October [], 2014

[Nominee]
[Business Address]

Dear [Nominee]:

This will confirm our understanding as follows:

You agree that you are willing, should we so elect, to become a member of a slate of nominees (the "Slate") of the undersigned (each a "Nominating Party", and together, the "Nominating Parties"), to stand for election as a director of Full House Resorts, Inc., a Delaware corporation (the "Company") in connection with a proxy solicitation (the "Proxy Solicitation") to be conducted by the Nominating Parties and certain other parties in respect of a special meeting of stockholders of the Company expected to be called by a group of stockholders including the Nominating Parties (including any adjournment or postponement thereof, the "Special Meeting") or appointment or election by other means. You further agree to serve as a director of the Company if so elected or appointed. The Nominating Parties agree to pay the costs of the Proxy Solicitation.

You understand that it may be difficult, if not impossible, to replace a nominee who, such as yourself, has agreed to serve on the Slate and, if elected, as a director of the Company if such nominee later changes his mind and determines not to serve on the Slate or, if elected, as a director of the Company. Accordingly, the Nominating Parties are relying upon your agreement to serve on the Slate and, if elected, as a director of the Company. In that regard, you are being supplied with a questionnaire (the "Questionnaire") in which you will provide the Nominating Parties with information necessary for the them to make appropriate disclosure to the Company and to use in creating the proxy solicitation materials to be sent to stockholders of the Company and filed with the Securities and Exchange Commission in connection with the Proxy Solicitation. Notwithstanding anything to the contrary contained in this Agreement, you may resign as a nominee upon 20 days' written notice to the Nominating Parties and, if elected, as a director of the Company upon five days' written notice to the Chairman and Secretary of the board of directors of the Company, or, in both cases, with lesser notice if required by a governmental, regulatory or judicial order or request.

You agree that (i) you will promptly complete and sign the Questionnaire and return a hardcopy version to the person indicated in the Questionnaire, (ii) your responses in the Questionnaire will be true, complete and correct in all respects, and (iii) you will provide any additional information as may be requested by the Nominating Parties. In addition, you agree that, concurrently with your execution of this letter, you will execute and return to the person indicated in the Questionnaire the attached instrument confirming that you consent to being nominated for election as a director of the Company and, if elected, consent to serving as a director of the Company. Upon being notified that we have chosen you, we may forward your

consent and your completed Questionnaire (or summary thereof) to the Company, and we may at any time, in our discretion, disclose such information, as well as the existence and contents of this letter.

The Nominating Parties agree that each of them will defend, indemnify and hold you harmless from and against any and all losses, claims, damages, penalties, judgments, awards, settlements, liabilities, costs, expenses and disbursements (including, without limitation, attorneys' fees, costs, expenses and disbursements) incurred by you in the event that you become a party, or are threatened to be made a party, to any civil, criminal, administrative or arbitrative action, suit or proceeding, and any appeal thereof, (i) relating to your role as a nominee for director of the Company on the Slate, or (ii) otherwise arising from or in connection with or relating to the Proxy Solicitation. The Nominating Parties further agree to advance to you on your behalf any and all expenses (including, without limitation, attorneys' fees, costs, expenses and disbursements) actually incurred by you in connection with such action, suit or proceeding, it being understood that, in the event that you are ultimately determined by a court of competent jurisdiction to not be entitled to such indemnification or advancement of expenses, you agree to promptly repay such amounts to the Nominating Parties. Your right of indemnification hereunder shall continue after the Special Meeting has taken place but only for events that occurred prior to the Special Meeting and subsequent to the date hereof. Anything to the contrary herein notwithstanding, the Nominating Parties are not indemnifying you for any action taken by you or on your behalf that occurs prior to the date hereof or subsequent to the conclusion of the Proxy Solicitation or such earlier time as you are no longer a nominee on the Slate or for any actions taken by you as a director of the Company, if you are elected. Nothing herein shall be construed to provide you with indemnification (i) if you are found to have engaged in a violation of any provision of state or federal law in connection with the Proxy Solicitation, unless you demonstrate that your action was taken in good faith and in a manner you reasonably believed to be in or not opposed to the best interests of electing the Slate; (ii) if you acted in a manner that constitutes gross negligence or willful misconduct; or (iii) if you provided false or misleading information, or omitted material information, in the Questionnaire or otherwise in connection with the Proxy Solicitation. You shall promptly notify the Nominating Parties in writing in the event of any third-party claims actually made against you or known by you to be threatened if you intend to seek indemnification hereunder in respect of such claims. In addition, upon your delivery of notice with respect to any such claim, the Nominating Parties shall promptly assume control of the defense of such claim with counsel chosen by the Nominating Parties. The Nominating Parties shall not be responsible for any settlement of any claim against you covered by this indemnity without its prior written consent. However, the Nominating Parties may not enter into any settlement of any such claim without your consent unless such settlement includes (i) no admission of liability or guilt by you, and (ii) an unconditional release of you from any and all liability or obligation in respect of such claim. If you are required to enforce the obligations of the Nominating Parties in this letter in a court of competent jurisdiction, or to recover damages for breach of this letter, the Nominating Parties will pay on your behalf, in advance, any and all expenses (including, without limitation, attorneys' fees, costs, expenses and disbursements) actually incurred by you in such action, regardless of whether you are ultimately determined to be entitled to such indemnification or advancement of expenses.

As a Nominee, you may purchase Securities of the Company in the open market. Upon the purchase of Securities, you are to notify the Nominating Parties by the close of

business on the day of any such purchase. You hereby agree that during the Proxy Solicitation period if requested in writing by any Nominating Party you will cease buying Securities of the Company. You also agree that during the Proxy Solicitation period you will not sell any acquired shares.

Each of us recognizes that should you be elected to the Board of Directors of the Company all of your activities and decisions as a director will be governed by applicable law and subject to your fiduciary duties, as applicable, to the Company and to the stockholders of the Company and, as a result, that there is, and can be, no agreement between you and the Nominating Parties that governs the decisions which you will make as a director of the Company.

This letter sets forth the entire agreement between the Nominating Parties and you as to the subject matter contained herein, and cannot be amended, modified or terminated except by a writing executed by the Nominating Parties and you. This letter shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of law.

Should the foregoing agree with your understanding, please so indicate in the space provided below, whereupon this letter will become a binding agreement between us.

ecome a binding agreement between us.		
	Very truly yours,	
	Bradley Tirpak and Craig Thomas	
	Name: Bradley M. Tirpak	
	Name: Craig W. Thomas	
Agreed to and accepted as of the date first written above:		
Name: [Nominee]		

JOINT FILING AGREEMENT PURSUANT TO RULE 13d-1(k)

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of each of the undersigned without the necessity of filing additional joint filing agreements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning him or it contained herein and therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

DATE: October 8, 2014

CRAIG W. THOMAS

/s/ Craig W. Thomas

Name: Craig W. Thomas

BRADLEY M. TIRPAK

/s/ Bradley M. Tirpak

Name: Bradley M. Tirpak

DANIEL R. LEE

/s/ Daniel R. Lee

Name: Daniel Lee