
**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): June 25, 2009

FULL HOUSE RESORTS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

1-32583

(Commission File Number)

13-3391527

(IRS 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**

(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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Section 1 – Registrant’s Business and Operations

Item 1.01 Entry into a Material Definitive Agreement.

On July 25, 2009, Full House Resorts, Inc. (the “Company”) entered into an agreement to amend the Company’s existing credit facility (the “Facility Amendment”) and related reducing revolving promissory note (the “Note Amendment”) with Nevada State Bank. The amendment increased the available borrowings under the facility from \$8,110,000 to \$8,860,000.

The foregoing summary of the Facility Amendment and the Note Amendment is subject to, and qualified in its entirety by, the full text of the same which are included in Exhibit 10.1 and Exhibit 10.2 and incorporated herein by reference. A press release issued by the Company in connection with the Facility Amendment and the Note Amendment is included in Exhibit 99.1 and incorporated herein by reference.

Section 2 – Financial Information

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

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

SECTION 9 – Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

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|------|---|
| 10.1 | Amendment to Reducing Revolving Loan Agreement dated as of the 25 th day of June, 2009, by and between the Company and Nevada State Bank. |
| 10.2 | Amendment to Reducing Revolving Promissory Note dated as of the 25 th day of June, 2009, by and between the Company and Nevada State Bank. |
| 99.1 | Press release issued by the Company on July 1, 2009. |

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: June 30, 2009

/s/ MARK MILLER

Mark Miller

Chief Financial Officer / Chief Operating Officer

EXHIBIT INDEX

Exhibit No.	Description
10.1	Amendment to Reducing Revolving Loan Agreement dated as of the 25th day of June, 2009, by and between the Company and Nevada State Bank.
10.2	Amendment to Reducing Revolving Promissory Note dated as of the 25th day of June, 2009, by and between the Company and Nevada State Bank.
99.1	Press release issued by the Company on July 1, 2009.

AMENDMENT TO
REDUCING REVOLVING LOAN AGREEMENT

THIS AGREEMENT is made as of the 25th day of June, 2009, by and between **FULL HOUSE RESORTS, INC.**, a Delaware corporation (the "Borrower"), and **NEVADA STATE BANK** (the "Lender").

WITNESSETH:

WHEREAS, the parties executed a Reducing Revolving Loan Agreement dated January 31, 2007 (as heretofore amended, the "Loan Agreement"), wherein Lender agreed to lend to Borrower certain funds on a reducing revolving basis, not to exceed the principal amount of \$16,000,000.00, for the purpose of assisting the Borrower in purchasing all of the issued and outstanding shares in Stockman's Casino, a Nevada corporation, and to provide the Borrower with working capital;

WHEREAS, the maximum committed amount under the Loan has heretofore been reduced to \$8,110,000.00;

WHEREAS, at Borrower's request, Lender has agreed to increase the maximum committed amount under the Loan and otherwise amend the terms of the Loan; and

WHEREAS, the parties desire to amend the Loan Agreement as hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the parties hereby agree as follows:

1. Any capitalized words or terms used but not otherwise defined herein shall have the meanings given to such words or terms in the Loan Agreement.

2. The maximum committed amount under the Loan is hereby increased from \$8,110,000.00 to \$8,860,000.00.

3. Section A.3 of the Loan Agreement is hereby amended to provide as follows:

A.3 Reductions in Commitment. The maximum committed amount under the Loan shall be reduced by the following amounts: (a) \$533,000.00 semi-annually on the first day of January and July of each year commencing on the first day of July, 2007, until the first day of July, 2008; (b) \$312,000.00 semi-annually on the first day of January and July of each year commencing on the first day of July, 2008, until the first day of January, 2010; and (c) \$329,000.00 on the first day of January and July of each year commencing on the first day of January, 2010.

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Reno, Nevada

4. Section B.4(c) of the Loan Agreement is hereby amended to provide as follows:

(c) maintain a Minimum Tangible Net Worth (defined as net worth minus all intangible assets, including without limitation, shareholder loans, affiliate loans and investments, goodwill, and financing costs) as determined at the close of acquisition of the Shares, to be increased annually by an amount equal to twenty percent (20%) of Stockman's Casino's net income (minus distributions for applicable income tax liability and interest expenses) each fiscal year end commencing with the fiscal year ending on December 31, 2007, to be measured annually by Lender;

5. To induce Lender to enter into this Agreement, Borrower hereby represents, covenants and warrants as follows;

(a) As of the date of this Agreement, each and every representation, covenant and warranty of Borrower contained in the Loan Agreement is, to the best of Borrower's knowledge, true and correct in all material respects;

(b) As of the date of this Agreement, to the best of Borrower's knowledge, there exists no Event of Default, or event which, with notice and/or the passage of time, would constitute an Event of Default under the Loan Agreement; and

(c) As of the date of this Agreement, Borrower is aware of no facts or circumstances which would constitute a defense to the performance of Borrower's or the Guarantor's obligations under the Loan Documents.

6. This Agreement is conditioned upon the following:

(a) The execution of this Agreement and such other documents and instruments as Lender may reasonably require to amend or modify the terms of the Loan and to insure the continued perfection of Lender's lien upon the Property and any other security for the Loan;

(b) The receipt by Lender of evidence acceptable to Lender that the Subordinated Debt has been paid in full;

(c) The receipt by Lender of an endorsement to Lender's policy of title insurance, in all respects acceptable to Lender, insuring that the Deed of Trust, as modified to evidence this Agreement and that certain Amendment to Reducing Revolving Promissory Note, of even date herewith, continues to be a first lien upon the Property subject only to exceptions to title as Lender may approve; and

(d) Borrower shall promptly pay upon demand by Lender any and all costs and fees incurred by Lender in connection with the subject matter of this Agreement, including, without limitation, reasonable attorneys' fees and costs, title insurance premiums, and a loan fee in the amount of \$1,000.00.

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Reno, Nevada

7. Except as hereby amended, the Loan Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

**FULL HOUSE RESORTS, INC., a
Delaware corporation**

By: /s/ Mark J. Miller

Its: CFO and COO

“Borrower”

NEVADA STATE BANK

By: /s/ Richard Thomas

RICHARD THOMAS

Its: Vice President

“Lender”

Holland & Hart LLP
Reno, Nevada

CONSENT

The undersigned Guarantor hereby consents to the foregoing Amendment To Reducing Revolving Loan Agreement and acknowledges and agrees that its obligations under that certain Guarantee dated January 31, 2007, executed in connection with the Loan remain in full force and effect and include the increase in the maximum committed amount thereunder.

STOCKMAN'S CASINO, a Nevada corporation

By: /s/ Mark J. Miller

Its: CFO and COO

Holland & Hart LLP
Reno, Nevada

**AMENDMENT TO REDUCING REVOLVING
PROMISSORY NOTE**

THIS AGREEMENT is made as of the 25th day of June, 2009, by and between FULL HOUSE RESORTS, INC., a Delaware corporation (the "Borrower"), and NEVADA STATE BANK (the "Lender").

WITNESSETH:

WHEREAS, Borrower executed and delivered its Reducing Revolving Promissory Note to Lender dated January 31, 2007, in the original principal amount of \$16,000,000.00 (as heretofore amended, the "Note");

WHEREAS, the payment of Borrower's obligations under the Note has been guaranteed by Stockman's Casino, a Nevada corporation (the "Guarantor"), pursuant to the terms of a Guarantee dated January 31, 2007, executed by Guarantor in favor of Lender (the "Guarantee");

WHEREAS, the Guarantor's obligations under the Guarantee are secured by a Deed of Trust and Security Agreement and Fixture Filing with Assignment of Rents (as heretofore, modified, the "Deed of Trust") dated January 31, 2007, and recorded January 31, 2007, as Document No. 389089, Official Records of Churchill County, Nevada, encumbering certain real property described therein;

WHEREAS, the maximum committed amount under the Note has heretofore been reduced to \$8,110,000.00;

WHEREAS, there is presently due on account of the Note the principal sum of \$8,110,000.00 with interest paid to June, 01, 2009;

WHEREAS, at Borrower's request, Lender has agreed to increase the maximum committed amount under the Note and otherwise amend the terms of the Note; and

WHEREAS, it is appropriate to modify the terms of the Note.

NOW, THEREFORE, for valuable consideration, Borrower and Lender agree as follows:

1. Any capitalized words or terms used but not otherwise defined herein shall have the meanings given to such words or terms in the Note.
2. The maximum committed amount under the Note is hereby increased from \$8,110,000.00 to \$8,860,000.00.

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Reno, Nevada

3. The provisions in the Note for the payment of principal and interest are hereby amended to provide as follows:

During the term of the Loan, principal and interest shall be due as follows:

(i) interest only on the first day of each and every month commencing on the first day of March, 2007;

(ii) principal in the amount required, if any, to reduce the outstanding principal balance consistent with Borrower's obligation under the Loan Agreement to reduce the maximum committed amount under the Loan by the amount of: (a) Five Hundred Thirty Three Thousand and No/100ths Dollars (\$533,000.00) semi-annually on the first day of January and July of each year commencing on the first day of July, 2007, until the first day of July, 2008; (b) Three Hundred Twelve Thousand and No/100ths Dollars (\$312,000.00) semi-annually on the first day of January and July of each year commencing on the first day of July, 2008, until the first day of January, 2010; and (c) Three Hundred Twenty Nine Thousand and No/100ths Dollars (\$329,000.00) semi-annually on the first day of January and July of each year commencing on the first day of January 2010; and.

(iii) any balance of principal and accrued and unpaid interest shall be due and payable in full on January 31, 2022 (the "Maturity Date").

4. Except as hereby amended, the Note remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

FULL HOUSE RESORTS, INC., a Delaware corporation

By: /s/ Mark J. Miller
Its: COO & CFO

"Borrower"

Holland & Hart LLP
Reno, Nevada

NEVADA STATE BANK

By: /s/ Richard Thomas _____
RICHARD THOMAS
Its: Vice President

“Lender”

CONSENT

The undersigned hereby consents to the foregoing Amendment To Reducing Revolving Promissory Note and acknowledges and agrees that its obligations under that certain Guarantee dated January 31, 2007, executed in connection with the Loan remain in full force and effect and include the increase in the maximum committed amount thereunder.

STOCKMAN’S CASINO, a Nevada corporation

By: /s/ Mark J. Miller _____
Its: Treasurer

Holland & Hart LLP
Reno, Nevada

For Immediate Release

FULL HOUSE RESORTS AMENDS NEVADA STATE BANK CREDIT FACILITY

Las Vegas, Nevada – July 1, 2009 – Full House Resorts (NYSE Amex US: FLL) announced today that it has amended its Nevada State Bank Credit Facility to increase the size of the facility by \$750,000. The expanded facility size has been used to repay in full the Peters' Family Trust promissory note. Overall debt outstanding and availability on the credit facility remain approximately the same and terms of the Nevada State Bank credit facility also remain substantially unchanged. The Company did not incur any significant cost to obtain the amendment.

“The amendment is not expected to impact the financial performance of the Company and does not affect near-term liquidity; however, it does improve the Company’s financial flexibility,” said Mark Miller, Chief Financial Officer and Chief Operating Officer of Full House.

About Full House Resorts, Inc.

Full House owns, develops and manages gaming facilities. Full House owns the Stockman’s Casino in Fallon, Nevada which has 8,400 square feet of gaming space with approximately 260 gaming machines, four table games and a keno game. The casino has a bar, a fine dining restaurant and a coffee shop. Full House also receives a guaranteed fee from the operation of Harrington Raceway and Casino at the Delaware State Fairgrounds in Harrington, Delaware. Harrington Raceway and Casino has a total of approximately 2,100 gaming devices, a buffet, gourmet steakhouse, other food and beverage outlets and an entertainment lounge. Full House also has a management agreement with the Nottawaseppi Huron Band of Potawatomi Indians for the development and management of a first-class casino/resort with 2,680 gaming devices, 78 table games and 12 poker tables in the Battle Creek, Michigan area, which is currently under construction and scheduled to open in early August 2009. In addition, Full House has been working with the Northern Cheyenne Nation of Montana for the development and management of a gaming facility on tribal land. Further information about Full House Resorts can be viewed on its web site at www.fullhouserestorts.com.

Forward-looking Statements

Some of the statements made in this release are forward-looking statements. These forward-looking statements are based upon Full House's current expectations and projections about future events and generally relate to Full House's plans, objectives and expectations for Full House's business. Although Full House's management believes that the plans and objectives expressed in these forward-looking statements are reasonable, the outcome of such plans, objectives and expectations involve risks and uncertainties including without limitation, regulatory approvals, financing sources and terms, integration of acquisitions, competition and business conditions in the gaming industry. Additional information concerning potential factors that could affect Full House's financial condition and results of operations is included in the reports Full House files with the Securities and Exchange Commission, including, but not limited to, its Form 10-K for the most recently ended fiscal year.

For the foregoing reasons, readers and investors are cautioned that there also can be no assurance that the outcomes expressed in Full House's forward-looking statements included in this release and otherwise will prove to be accurate. In light of the significant uncertainties inherent in such forward-looking statements, the inclusion of such information should not be regarded as a representation or warranty by Full House or any other person that Full House's objectives and plans will be achieved in any specified time frame, if at all. Full House does not undertake any obligation to update any forward-looking statements or to announce revisions to any forward-looking statements.

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For further information, contact:

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