

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): April 8, 2013

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
(I.R.S. Employer
Identification No.)

4670 S. Fort Apache Road, Suite 190
Las Vegas, Nevada
(Address of principal executive offices)

89147
(Zip Code)

Registrant's telephone number, including area code: 702-221-7800

(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 (17CFR 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))

Item 1.01 Entry into a Material Definitive Agreement.

On April 8, 2013, Full House Resorts, Inc.'s wholly-owned subsidiary Gaming Entertainment (Nevada) LLC entered into a First Amendment to Casino Operations Lease (the "Amendment") with Hyatt Equities, L.L.C. amending the terms of that certain Casino Operations Lease dated June 28, 2011 (the "Lease"). The Amendment extends the initial term of the Lease until 11:59 p.m. on August 31, 2018 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

Exhibit 10.1 First Amendment to Casino Operations Lease dated April 8, 2013 by and between Hyatt Equities, L.L.C. and Gaming Entertainment (Nevada) LLC.

Exhibit 99.1 Press release dated April 11, 2013.

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.

Date: April 11, 2013

Full House Resorts, Inc.

/s/ Deborah J. Pierce
Deborah J. Pierce
Chief Financial Officer

FIRST AMENDMENT TO CASINO OPERATIONS LEASE

THIS FIRST AMENDMENT TO CASINO OPERATIONS LEASE ("Amendment") is made as of the 8th day of April, 2013, by and between Hyatt Equities, L.L.C., a Delaware limited liability company ("Landlord") and Gaming Entertainment (Nevada) LLC, a Nevada limited liability company ("Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant are parties to that certain Casino Operations Lease dated June 28, 2011 (as the same may be further amended, restated, exchanged, substituted, extended or otherwise modified from time to time, the "Casino Lease");

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

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

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

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

2. Initial Term. Section 3.1 of the Casino 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 p.m. on the date immediately preceding the seventh (7th) anniversary of the Commencement Date ("Initial Term").

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 p.m. on August 31, 2018.

3. Additional Term. Section 3.2 of the Casino Lease is hereby amended as follows. In the first sentence of Section 3.2, "initial Term" is deleted and replaced with "Initial Term" and "or Additional Term" following "initial Term" is hereby deleted.

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

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

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

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

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

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

Signatures on following page.

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

LANDLORD

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

By: /s/ Steve Sokal

Its: Sr. Vice President

TENANT

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

By: /s/ Mark J. Miller

Its: Chief Operating Officer

End of document.

For Immediate Release

FULL HOUSE RESORTS ANNOUNCES EXTENSION OF THE GRAND LODGE CASINO LEASE

Las Vegas, Nevada – April 11, 2013 – Full House Resorts (NASDAQ: FLL) today announced that its lease with an affiliate of Hyatt Hotels Corporation for the Grand Lodge Casino at Hyatt Regency Lake Tahoe Resort, Spa and Casino in Incline Village, Nevada has been extended and is now scheduled to expire on August 31, 2018. All other terms of the lease remain unchanged.

“We are very appreciative of the strong working relationship we have developed with the Hyatt organization and thank them for this extension,” said Andre Hilliou, Chairman and Chief Executive Officer of Full House Resorts. “The extension will allow us to invest in a much-needed new casino management system for the Grand Lodge Casino.”

About Full House Resorts, Inc.

Full House owns, develops and manages gaming facilities. The Company owns the Rising Star Casino Resort in Rising Sun, Indiana. The Rising Star Casino has 40,000 square feet of gaming space with almost 1,300 slot and video poker machines and 37 table games. The property includes a 190-room hotel, a pavilion with five food and beverage outlets, an 18-hole Scottish links golf course and a large, multi-purpose Grand Theater for concerts and performance events as well as meetings and conventions. The Company acquired the Silver Slipper Casino in Hancock County, Mississippi on October 1, 2012, which has 37,000 square feet of gaming space with almost 1,000 slot and video poker machines, 26 table games, a poker room and the only live Keno game on the Gulf Coast. The property includes a fine dining restaurant, buffet, quick service restaurant and two casino bars. Full House also owns Stockman’s Casino in Fallon, Nevada and operates the Grand Lodge Casino at Hyatt Regency Lake Tahoe Resort, Spa and Casino in Incline Village, Nevada on the north shore of Lake Tahoe under a lease agreement (expiring on August 31, 2018) with an affiliate of Hyatt Hotels Corporation. In addition, the Company has a management agreement with the Pueblo of Pojoaque for the operations of the Buffalo Thunder Casino and Resort in Santa Fe, New Mexico along with the Pueblo’s Cities of Gold and Sports Bar casino facilities.

Further information about Full House Resorts can be viewed on its website 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, including the ability to maintain a gaming license in Indiana, Nevada and Mississippi, financing sources and terms, integration of acquisitions, competition and business conditions in the gaming industry, including competition from Ohio casinos and any possible authorization of gaming in Kentucky. 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.

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For further information, contact:
Mark Miller, Chief Operating Officer
Full House Resorts, Inc.
702-221-7800
www.fullhouserestorts.com

Or

William R. Schmitt
Integrated Corporate Relations
203-682-8200
investors@fullhouserestorts.com