

Item 1.01 Entry into a Material Definitive Agreement

Amendment to First Lien Credit Agreement

On January 9, 2015, Full House Resorts, Inc. (the “Company”) entered into a Third Amendment to First Lien Credit Agreement (the “First Lien Amendment”), which amends certain provisions of the First Lien Credit Agreement dated as of June 29, 2012 (as amended, the “First Lien Credit Agreement”) by and among the Company, as borrower, the financial institutions from time to time listed therein (the “Lenders”) and Capital One, National Association as administrative agent for the Lenders, as L/C Issuer and Swing Line Lender (each as defined in the First Lien Credit Agreement).

The First Lien Amendment generally provides changes and other modifications to the First Lien Credit Agreement to modify, among other things, certain financial covenants effective as of December 31, 2014 and going forward through the term of the loan. The First Lien Amendment also extends the time period for draws against the \$10 million term loan associated with the hotel construction at Silver Slipper Casino to May 31, 2015.

A copy of the First Lien Amendment is attached as Exhibit 10.1 to this Form 8K and incorporated herein by reference.

Amendment to Second Lien Credit Agreement

On January 9, 2015 the Company entered into an Amendment No. 3 to Second Lien Credit Agreement (the “Second Lien Amendment”), which amends certain provisions of the Second Lien Credit Agreement dated as of October 1, 2012 (as amended, the “Second Lien Credit Agreement”) by and among the Company, as borrower, the financial institutions from time to time listed therein (the “Second Lien Lenders”) and ABC Funding, LLC as administrative agent for the Second Lien Lenders.

The Second Lien Amendment generally provides changes and other modifications to the Second Lien Credit Agreement to, among other things, (i) modify certain financial covenants effective as of December 31, 2014 and going forward through the term of the loan, and (ii) extend the maturity date to April 1, 2017.

The Company’s affiliates are parties to the Second Lien Amendment as guarantors.

A copy of the Second Lien Amendment is attached as Exhibit 10.2 to this Form 8K and incorporated herein by reference.

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

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

Item 8.01 Other Events

On December 15, 2014, the Board of Directors (the “Board”) of the Company elected director Bradley Tirpak to serve as the Chairman of the Board.

On December 15, 2014, the Board scheduled the Company’s 2015 Annual Meeting of Stockholders (the “Annual Meeting”) to be held on May 5, 2015 in Las Vegas, Nevada. The Company’s common stockholders at the close of business on March 23, 2015, the record date, will be entitled to vote at the Annual Meeting.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit 10.1 Third Amendment to First Lien Credit Agreement dated as of January 9, 2015 and effective as of December 31, 2014, by and among Full House Resorts, Inc., as borrower, the Lenders named therein and Capital One, National Association, as administrative agent for the Lenders, as L/C Issuer and as Swing Line Lender.

Exhibit 10.2 Amendment No. 3 to Second Lien Credit Agreement dated as of January 9, 2015 and effective as of December 31, 2014, by and among Full House Resorts, Inc., as borrower, the Lenders named therein, ABC Funding, LLC as administrative agent, and solely for the purposes of Section IV thereof, the Guarantors listed on the signature pages thereto.

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: January 14, 2015

/s/ Elaine L. Guidroz

Elaine L. Guidroz

Secretary

**THIRD AMENDMENT TO
FIRST LIEN CREDIT AGREEMENT**

THIS THIRD AMENDMENT TO FIRST LIEN CREDIT AGREEMENT (this "Amendment"), dated as of January __, 2015 and effective as of December 31, 2014 (the "Effective Date"), is entered into by and among FULL HOUSE RESORTS, INC., a Delaware corporation (the "Borrower"); each of the undersigned financial institutions (collectively, the "Lenders"); and CAPITAL ONE, NATIONAL ASSOCIATION ("Capital One"), as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), as L/C Issuer and as Swing Line Lender (as such terms are defined in the Credit Agreement referenced below).

RECITALS

A. The Borrower, Administrative Agent and Lenders have executed a First Lien Credit Agreement, dated as of June 29, 2012 (as amended, the "Credit Agreement") providing for a Revolving Loan in the maximum aggregate principal amount of \$5,000,000, a Term Loan in the original principal amount of \$50,000,000, a Term Loan (Hotel) in the maximum principal amount of \$10,000,000 and a Swing Line Loan in the maximum principal amount of \$1,000,000. Capitalized terms used herein and not otherwise defined herein shall have the meanings defined in the Credit Agreement.

B. The Borrower has also requested that (i) certain of the financial covenants be modified; and (ii) the drawdown deadline for the Term Loan (Hotel) be extended and to make certain other modifications to the First Lien Credit Agreement. The Administrative Agent and Lenders are willing to accept such requests on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants herein contained, the parties hereto hereby agree as follows:

I. AMENDMENTS TO CREDIT AGREEMENT

1. Section 1.01 (Definitions) of the Credit Agreement is hereby amended to add or modify the following definitions:

"Adjusted EBITDA" shall mean, for any four fiscal quarter period, (a) Net Income for such period, plus (b) to the extent deducted in determining Net Income of the Borrower Parties for such period, the sum of the following for such period (without duplication): (i) Interest Expense, (ii) provisions for income taxes, (iii) depreciation and amortization expenses, (iv) extraordinary losses (including non-cash impairment charges), (v) stock compensation expense, (vi) acquisition costs related to the Fitz Casino in Tunica, Mississippi that are required to be expensed in accordance with GAAP for any fiscal quarter in fiscal year 2014 in an aggregate amount not to exceed \$325,000; (vii) costs related to the Borrower's S-1 2014 Registration Statement filing that are required to be expensed in accordance with GAAP for any quarter in fiscal year 2014 in an aggregate amount not to exceed \$650,000, and (viii) Management Transition Expenses in an aggregate amount not to exceed \$2,500,000 over the life of this Agreement, minus (c) to the extent added in determining Net Income of the Borrower Parties for such period, extraordinary gains, minus (d) the portion of Net Income for such period attributable to any Joint Venture or any other Person (other than a Subsidiary) in which any Borrower Party has ownership interest, except to the extent that any such Net Income has been actually received by such Borrower Party in the form of cash dividends or distributions.

Pro forma credit shall be given for an Acquired Person's Adjusted EBITDA as if owned on the first day of the applicable period; companies (or identifiable business units or divisions) sold, transferred or otherwise disposed of during any period will be treated as if not owned during the entire applicable period.

Pro forma credit for the Indiana gaming tax reductions shall be also be given for the following periods in the amounts indicated: for the four fiscal quarters ending June 30, 2014, \$2,500,000; for the four fiscal quarters ending September 30, 2014, \$1,875,000; for the four fiscal quarters ending December 31, 2014, \$1,250,000; and for the four fiscal quarters ending March 31, 2015, \$625,000.

* * * * *

"Management Transition Expenses" shall mean costs incurred in 2014 and 2015 in an aggregate amount not to exceed \$2,500,000 over the life of this Agreement related to the transition of senior management personnel and members of the board of directors that took place on November 28, 2014, including the following: (i) legal expenses of shareholders and Borrower incurred in connection with a proposal to call a special meeting of shareholders of the Borrower, settlement agreement, termination agreement, employment agreement, new stock option agreement, SEC filings, S-8 filing, and all other legal fees associated with negotiations with shareholder group and the transition of management (ii) severance costs incurred by the Borrower for departing senior management personnel of the Borrower, and (iii) expenses associated with public relations and printing costs for filings, (iv) expenses incurred by the Borrower in connection with licensing of senior management personnel and members of the board of directors of the Borrower.

2. Sections 2.01(g)(iii) (Loan Facilities, Scheduled Payments: Schedule Principal Payments – Term Loans); 2.01(h)(iii) (Loan Facilities, Term Loan (Hotel)), 2.04(b)(ii) (Amount Limitations, Commitment Reductions, Etc.; Mandatory Reductions of Commitments), and 2.05(c) (Fees: Commitment Fees) of the Credit Agreement are hereby amended to substitute May 31, 2015 for March 31, 2015, and June 1, 2015 for April 1, 2015.

3. Except as specifically amended hereby, all of the remaining terms and conditions of the Credit Agreement shall remain in full force and effect.

II. MISCELLANEOUS

1. Representations and Warranties. Borrower represents to the Administrative Agent and the Lenders as follows:

(a) The representations and warranties of the Loan Parties set forth in Article IV of the Credit Agreement and in the other Credit Documents are true and correct in all material respects (except to the extent that such representation and warranty is qualified by materiality, in which case such representation and warranty must be true in all respects) as if made on such date (except for representations and warranties expressly made as of a specified date, which shall be true and correct in all material respects (except to the extent that such representation and warranty is qualified by materiality, in which case such representation and warranty must be true in all respects) as of such date);

(b) No Default has occurred and is continuing; and

(c) No material adverse change in the business, operations, condition (financial or otherwise), assets or liabilities (whether actual or contingent) of the Borrower Parties taken as a whole has occurred since September 30, 2014.

2. Conditions Precedent. Upon the satisfaction of all of the following conditions precedent, this Amendment shall, retroactively as of the Effective Date, become effective: (i) the Borrower shall have paid or caused to be paid all costs and expenses incurred by the Agent and the Lenders through the Effective Date and (ii) the Agent and the Lenders shall have received the following, all of which shall be in form and substance satisfactory to the Agent and in sufficient counterparts:

(a) Duly executed counterparts of this Amendment signed by all of the Loan Parties.

(b) Acknowledgment of First Lien Guarantors to this Amendment.

(c) Acknowledgment of Second Lien Lenders to this Amendment, and execution of Amendment No. 3 to Second Lien Credit Agreement to be consistent with this Amendment.

(d) Flood hazard determination certificates for Silver Slipper Casino property, if required by Administrative Agent.

(e) Certificate of Borrower stating that (i) all material consents necessary or advisable in connection with the transactions contemplated by this Amendment, including the consent of the Indiana Gaming Commission, which will be ratified at the next meeting of the Indiana Gaming Commission, have been obtained, (ii) all of the foregoing conditions precedent have been satisfied and (iii) the Effective Date has occurred; provided that if such certificate is not received by December 31, 2014 (unless such date is extended by the Administrative Agent), this Amendment shall become null and void.

(f) Opinion of counsel to Borrower regarding the due authorization, execution and enforceability of this Amendment.

(g) Such other documents as the Administrative Agent may reasonably request.

3 . Counterparts. This Amendment may be executed in any number of identical counterparts, any set of which signed by all the parties hereto shall be deemed to constitute a complete, executed original for all purposes. Transmission by facsimile, "pdf" or similar electronic copy of an executed counterpart of this Amendment shall be deemed to constitute due and sufficient delivery of such counterpart. Any party hereto may request an original counterpart of any party delivering such electronic counterpart.

4 . Effective Date. Upon the satisfaction of the conditions precedent set forth in Section 2 of this Article II, this Amendment shall become effective as of the Effective Date (defined above).

IN WITNESS WHEREOF, the Borrower, the Lenders, the Administrative Agent, the L/C Issuer and the Swing Line Lender have caused this Agreement to be executed as of the day and year first above written.

BORROWER:

FULL HOUSE RESORTS, INC.,
a Delaware corporation

By: /s/ Daniel R. Lee

Name: Daniel R. Lee

Title: President and Chief Executive Officer,
Interim Chief Financial Officer and
Treasurer

ADMINISTRATIVE AGENT,
COLLATERAL TRUSTEE, L/C
ISSUER. SWING LINE LENDER
AND LENDER:

CAPITAL ONE, NATIONAL ASSOCIATION,

By: /s/ Ross S. Wales

Name: Ross S. Wales

Title: Sr. Vice President

LENDERS:

NEVADA STATE BANK

By: /s/ Jamie Gazza

Name: Jamie Gazza

Title: Vice President

FIRST TENNESSEE BANK
NATIONAL ASSOCIATION

By: /s/ James H. Moore, Jr
Name: James H. Moore, Jr
Title: Senior Vice President

TRUSTMARK NATIONAL BANK

By: /s/ Craig E. Sosebee

Name: Craig E. Sosebee

Title: First Vice President

BANK OF NEVADA

By: /s/ Doron Joseph

Name: Doron Joseph

Title: Senior Vice President

AMENDMENT NO. 3 TO SECOND LIEN CREDIT AGREEMENT

This AMENDMENT NO. 3 TO SECOND LIEN CREDIT AGREEMENT (this "Amendment") is dated as of January 9, 2015 and effective as of December 31, 2014 (the "Amendment No. 3 Effective Date") and is entered into by and among FULL HOUSE RESORTS, INC., a Delaware corporation ("Borrower"), the parties to the Second Lien Credit Agreement as lenders (the "Lenders") and ABC FUNDING, LLC, as administrative agent (in such capacity, the "Administrative Agent"), and, solely for purposes of Section IV hereof, the Guarantors listed on the signature pages hereto, and is made with reference to that SECOND LIEN CREDIT AGREEMENT, dated as of October 1, 2012 (as amended by Amendment No. 1 to Second Lien Credit Agreement dated as of August 26, 2013 and by Amendment No. 2 to Second Lien Credit Agreement dated as of July 18, 2014, the "Credit Agreement"), by and among Borrower, the Lenders and the Administrative Agent. Capitalized terms used herein without definition shall have the meanings given such terms in the Credit Agreement after giving effect to this Amendment.

RECITALS

WHEREAS, the Borrower requested that the Required Lenders agree to amend certain provisions of the Credit Agreement as provided for herein;

WHEREAS, subject to the conditions set forth herein, the Required Lenders are willing to agree to such amendment relating to the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

SECTION I. AMENDMENTS TO CREDIT AGREEMENT

1.1. Amendments to Section 1.01: Defined Terms.

(a) Effective as of the Amendment No. 3 Effective Date, the definition of "Adjusted EBITDA" set forth in Section 1.01 of the Credit Agreement is hereby amended in its entirety to read as follows:

“Adjusted EBITDA” shall mean, for any four fiscal quarter period, (a) Net Income for such period, plus (b) to the extent deducted in determining Net Income of the Borrower Parties for such period, the sum of the following for such period (without duplication): (i) Interest Expense, (ii) provisions for income taxes, (iii) depreciation and amortization expenses, (iv) extraordinary losses (including non-cash impairment charges), (v) stock compensation expense, (vi) acquisition costs related to the Fitz Casino in Tunica, Mississippi that are required to be expensed in accordance with GAAP for any fiscal quarter in fiscal year 2014 in an aggregate amount not to exceed \$325,000; (vii) costs related to the Borrower’s S-1 2014 Registration Statement filing that are required to be expensed in accordance with GAAP for any quarter in fiscal year 2014 in an aggregate amount not to exceed \$650,000, and (viii) Management Transition Expenses in an aggregate amount not to exceed \$2,500,000 over the life of this Agreement, minus (c) to the extent added in determining Net Income of the Borrower Parties for such period, extraordinary gains, minus (d) the portion of Net Income for such period attributable to any Joint Venture or any other Person (other than a Subsidiary) in which any Borrower Party has ownership interest, except to the extent that any such Net Income has been actually received by such Borrower Party in the form of cash dividends or distributions.

Pro forma credit shall be given for an Acquired Person's Adjusted EBITDA as if owned on the first day of the applicable period; companies (or identifiable business units or divisions) sold, transferred or otherwise disposed of during any period will be treated as if not owned during the entire applicable period.

Pro forma credit for the Indiana gaming tax reductions shall be also be given for the following periods in the amounts indicated: for the four fiscal quarters ending June 30, 2014, \$2,500,000; for the four fiscal quarters ending September 30, 2014, \$1,875,000; for the four fiscal quarters ending December 31, 2014, \$1,250,000; and for the four fiscal quarters ending March 31, 2015, \$625,000."

(b) Effective as of the Amendment No. 3 Effective Date, the definition of "Maturity Date" set forth in Section 1.01 of the Credit Agreement is hereby amended in its entirety to read as follows:

"Maturity Date" means April 1, 2017."

(c) Effective as of the Amendment No. 3 Effective Date, a new defined term "Management Transition Expenses" is hereby added to Section 1.01 of the Credit Agreement in appropriate alphabetical order.

"Management Transition Expenses" shall mean costs incurred in 2014 or 2015, in an aggregate amount not to exceed \$2,500,000 over the life of this Agreement, related to the transition of senior management personnel and members of the board of directors that took place on November 28, 2014, including the following: (i) legal expenses of shareholders and Borrower incurred in connection with a proposal to call a special meeting of shareholders of the Borrower, settlement agreement, termination agreement, employment agreement, new stock option agreement, SEC filings, S-8 filing, and all other legal fees associated with negotiations with shareholder group and the transition of management (ii) severance costs incurred by the Borrower for departing senior management personnel of the Borrower, and (iii) expenses associated with public relations and printing costs for filings, (iv) expenses incurred by the Borrower in connection with licensing of senior management personnel and members of the board of directors of the Borrower."

SECTION II. CONDITIONS TO EFFECTIVENESS

Upon the satisfaction of all of the following conditions precedent, the amendment shall, retroactively as of the Amendment No. 3 Effective Date, become effective:

A. Execution. Administrative Agent shall have received counterpart signature pages of this Amendment duly executed by the Borrower, the Guarantors and the Required Lenders.

B. First Lien Credit Documents. Administrative Agent shall have received an acknowledgment of First Lien Lenders to this Amendment and an executed copy of Amendment No. 3 to First Lien Credit Agreement, in each case in form and substance satisfactory to the Required Lenders.

C. Fees. The Administrative Agent shall have received an amendment fee equal to 1.625% of the outstanding amount of Term Loans (the "Amendment Fee"). The Amendment Fee will be fully earned and due and payable on the Amendment No. 3 Effective Date and shall not be refundable under any circumstances; provided that \$125,000 thereof may be credited against any fees incurred by the Borrower in a refinancing of all outstanding Term Loans only to the extent that such refinancing is provided by the Lenders or their affiliated funds.

D. Other Amounts. The Administrative Agent shall have received all other amounts relating to the Amendment due and payable on or prior to the Amendment No. 3 Effective Date (including, without limitation, to the extent invoiced reasonable fees, disbursements and other charges of counsel to the Administrative Agent).

E. Representations and Warranties. The representations and warranties of the Borrower and each other Loan Party set forth in the Credit Documents and each other agreement to be executed and delivered by the Borrower or the other Loan Parties in connection herewith (collectively, together with this Amendment, the "Amendment Documents") shall be true and correct in all material respects on and as of the Amendment No. 3 Effective Date (both before and after giving effect thereto), except (i) to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date and (ii) to the extent that such representations and warranties are qualified by materiality, in which case such representations and warranties must be true in all respects.

F. No Default. No Default or Event of Default shall have occurred and be continuing.

G. Necessary Consents. Each Loan Party shall have obtained all material consents necessary or advisable in connection with the transactions contemplated by this Amendment, including the consent of the Indiana Gaming Commission, which will be ratified at the next meeting of the Indiana Gaming Commission.

H. Closing Certificate. Administrative Agent shall have received a certificate of the Borrower, dated as of the Amendment No. 3 Effective Date, stating that the conditions set forth in this Section II have been satisfied.

I. Flood Hazard Certificates. Administrative Agent shall have received flood hazard determination certificates for Silver Slipper Casino property, if required by Administrative Agent.

J. Opinion of Counsel. Administrative Agent shall have received opinion of counsel to Borrower regarding the due authorization, execution and enforceability of this Amendment.

K. Other Documents. Administrative Agent and Lenders shall have received such other documents, information or agreements regarding Loan Parties as Administrative Agent may reasonably request.

SECTION III. REPRESENTATIONS AND WARRANTIES

In order to induce the Lenders to enter into this Amendment and to amend the Credit Agreement in the manner provided herein, each Loan Party which is a party hereto represents and warrants to each Lender that the following statements are true and correct:

A. Corporate Power and Authority. Each Loan Party, which is party hereto, has all requisite power and authority to enter into this Amendment and to carry out the transactions contemplated by, and perform its obligations under, the Credit Agreement as amended by this Amendment (the “Amended Agreement”) and the other Credit Documents.

B. Authorization; No Conflict. The execution, delivery and performance by each Loan Party of the Amendment Documents to which such Person is or is to be a party have been duly authorized by all necessary corporate or other organizational action and do not and will not (a) contravene the terms of any of such Person’s Organization Documents; (b) conflict with or result in any breach or contravention of, or the creation of any Lien under (i) any Contractual Obligation to which such Person is a party or affecting such Person or the properties of such Person or any of its Subsidiaries, or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Person or its property is subject; or (c) violate any law or regulation. The resolutions of the board of directors or managers of each Borrower and Guarantor delivered to Administrative Agent by such Borrower or Guarantor on the date of the effectiveness of the Credit Agreement have not been revoked and are in full force and effect.

C. Governmental Consents. No action, consent or approval of, registration or filing with or any other action by any Governmental Authority is or will be required in connection with the execution and delivery by each Loan Party of this Amendment and the performance by Borrower of the Amended Agreement and the other Credit Documents, except for such actions, consents and approvals which have been obtained or are scheduled to be ratified and, in each case, are in full force and effect on the date hereof.

D. Binding Obligation. The Amendment Documents have been duly executed and delivered by each of the Loan Parties party thereto and each constitutes a legal, valid and binding obligation of such Loan Party, enforceable against each Loan Party that is party thereto in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors’ rights and by equitable principles (regardless of whether enforcement is sought in equity or at law).

E. Absence of Default. No event has occurred and is continuing or will result from the consummation of the transactions contemplated by this Amendment that would constitute an Event of Default or a Default.

SECTION IV. ACKNOWLEDGMENT AND CONSENT

Each Guarantor hereby acknowledges that it has reviewed the terms and provisions of the Credit Agreement and this Amendment and consents to the amendment of the Credit Agreement effected pursuant to this Amendment. Each Guarantor hereby confirms that each Loan Document to which it is a party or otherwise bound and all Collateral encumbered thereby will continue to guarantee or secure, as the case may be, to the fullest extent possible in accordance with the Credit Documents the payment and performance of all "Obligations" under each of the Credit Documents to which it is a party (in each case as such terms are defined in the applicable Credit Document).

Each Guarantor acknowledges and agrees that any of the Credit Documents to which it is a party or otherwise bound shall continue in full force and effect and that all of its obligations thereunder shall be valid and enforceable and shall not be impaired or limited by the execution or effectiveness of this Amendment. Each Guarantor represents and warrants that all representations and warranties contained in the Amended Agreement and the Credit Documents to which it is a party or otherwise bound are true and correct in all material respects on and as of the Amendment No. 3 Effective Date to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case they were true and correct in all material respects on and as of such earlier date.

Each Guarantor acknowledges and agrees that (i) notwithstanding the conditions to effectiveness set forth in this Amendment, such Guarantor is not required by the terms of the Credit Agreement or any other Loan Document to consent to the amendments to the Credit Agreement effected pursuant to this Amendment and (ii) nothing in the Credit Agreement, this Amendment or any other Loan Document shall be deemed to require the consent of such Guarantor to any future amendments to the Credit Agreement.

SECTION V. MISCELLANEOUS

A. Reference to and Effect on the Credit Agreement and the Other Credit Documents

(i) On and after the Amendment No. 3 Effective Date, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import referring to the Credit Agreement, and each reference in the other Credit Documents to the "Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement shall mean and be a reference to the Credit Agreement as amended by this Amendment.

(ii) Except as specifically amended by this Amendment, the Credit Agreement and the other Credit Documents shall remain in full force and effect and are hereby ratified and confirmed.

(iii) The execution, delivery and performance of this Amendment shall not constitute a waiver of any provision of, or operate as a waiver of any right, power or remedy of the Administrative Agent or Lender under, the Credit Agreement or any of the other Credit Documents.

(iv) This Amendment shall be deemed a “Loan Document” for all purposes under the Credit Agreement and the other Credit Documents.

B. Headings. Section and Subsection headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose or be given any substantive effect.

C. Applicable Law. **THIS AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

D. Counterparts. This Amendment may be executed in any number of counterparts (including by .pdf or other electronic format) and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

FULL HOUSE RESORTS, INC.

By: /s/ Daniel R. Lee

Name: Daniel R. Lee

Title: President and Chief Executive Officer,
Interim Chief Financial Officer and
Treasurer

GUARANTORS:

FULL HOUSE SUBSIDIARY, INC.

By: /s/ Daniel R. Lee

Name: Daniel R. Lee

Title: President and Chief Executive Officer,
Interim Chief Financial Officer and
Treasurer

FULL HOUSE SUBSIDIARY II, INC.

By: /s/ Daniel R. Lee

Name: Daniel R. Lee

Title: President and Chief Executive Officer,
Interim Chief Financial Officer and
Treasurer

GAMING ENTERTAINMENT (INDIANA) LLC

By: Full House Resorts, Inc.,
a Delaware corporation,
its Manager

By: /s/ Daniel R. Lee

Name: Daniel R. Lee

Title: President and Chief Executive
Officer, Interim Chief Financial
Officer and Treasurer

GAMING ENTERTAINMENT (NEVADA) LLC

By: /s/ Daniel R. Lee

Name: Daniel R. Lee

Title: President and Chief Executive Officer,
Interim Chief Financial Officer and
Treasurer

STOCKMAN'S CASINO

By: /s/ Daniel R. Lee

Name: Daniel R. Lee

Title: President and Chief Executive Officer,
Interim Chief Financial Officer and
Treasurer

SLIPPER CASINO VENTURE LLC

By: Full House Resorts, Inc.,
a Delaware corporation,
its Manager

By: /s/ Daniel R. Lee

Name: Daniel R. Lee

Title: President and Chief Executive
Officer, Interim Chief Financial
Officer and Treasurer

ABC FUNDING, LLC,
as Administrative Agent

By: /s/ James Freeland

Name: James Freeland

Title: Authorized Signatory

SUMMIT PARTNERS CREDIT FUND, L.P.,
as a Lender

By: Summit Partners Credit GP, L.P.
Its: General Partner

By: Summit Partners Credit GP, LLC
Its: General Partner

By: /s/ James Freeland
Name: James Freeland
Title: Authorized Signatory

SUMMIT PARTNERS CREDIT FUND, A-1, L.P.,
as a Lender

By: Summit Partners Credit GP A-1, L.P.
Its: General Partner

By: Summit Partners Credit GP A-1, LLC
Its: General Partner

By: /s/ James Freeland
Name: James Freeland
Title: Authorized Signatory

SUMMIT INVESTORS I, LLC,
as a Lender

By: Summit Investors Management, LLC
Its: Manager

By: Summit Partners, L.P.
Its: Manager

By: Summit Master Company, LLC
Its: General Partner

By: /s/ James Freeland
Name: James Freeland
Title: Authorized Signatory

SUMMIT INVESTORS I (UK), L.P.,
as a Lender

By: Summit Investors Management, LLC
Its: Manager

By: Summit Partners, L.P.
Its: Manager

By: Summit Master Company, LLC
Its: General Partner

By: /s/ James Freeland

Name: James Freeland
Title: Authorized Signatory

SUMMIT PARTNERS CREDIT OFFSHORE INTERMEDIATE FUND, L.P.,
as a Lender

By: Summit Partners Credit GP, L.P.
Its: General Partner

By: Summit Partners Credit GP, LLC
Its: General Partner

By: /s/ James Freeland

Name: James Freeland
Title: Authorized Signatory
