

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): May 31, 2015

FULL HOUSE RESORTS, INC.  
(Exact name of registrant as specified in its charter)

Delaware	1-32583	13-3391527
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)
4670 S. Fort Apache Road, Suite 190 Las Vegas, Nevada		89147
(Address of principal executive offices)		(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**

### ***Amendment to First Lien Credit Agreement***

Effective May 31, 2015, Full House Resorts, Inc. (the “Company”) entered into a Fourth 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 lenders from time to time parties thereto (the “First Lien Lenders”) and Capital One, National Association (“Capital One”) 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 (i) extends the period for draws against the \$10 million term loan associated with the hotel construction at Silver Slipper Casino and Hotel to August 31, 2015, and (ii) extends the time that the first payment is due for this term loan to October 1, 2015.

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

In connection with the First Lien Amendment:

- (i) The Company’s subsidiaries entered into an Acknowledgment of First Lien Guarantors (the “Acknowledgment of Guarantors”) dated May 31, 2015 by and between (i) Full House Subsidiary, Inc., Full House Subsidiary II, Inc., Gaming Entertainment (Indiana) LLC, Gaming Entertainment (Nevada) LLC, Stockman’s Casino, and Silver Sipper Casino Venture LLC, and (ii) Capital One as Administrative Agent and Collateral Trustee for the Lender Parties (each as defined in the First Lien Credit Agreement). The Acknowledgement of Guarantors is attached as Exhibit 10.2 to this Form 8-K and incorporated herein by reference.
- (ii) Pursuant to the requirements of (i) the Second Lien Credit Agreement dated as of October 1, 2012, as amended, by and among the Company as borrower, the lenders from time to parties thereto (the “Second Lien Lenders”) and ABC Funding, LLC (“ABC Funding”) as administrative agent for the Second Lien Lenders, and (ii) the Intercreditor Agreement by and among Capital One, ABC Funding, the Company and the Company’s subsidiaries identified therein dated October 1, 2012, ABC Funding (as Second Lien Collateral Trustee for the Second Lien Lenders), executed that certain Acknowledgment of Second Lien Lenders dated as of May 31, 2015 in favor of Capital One, as administrative agent and collateral trustee for the First Lien Lenders (the “Second Lien Acknowledgement”). The Second Lien Acknowledgment is attached as Exhibit 10.3 to this Form 8-K 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 9.01 Financial Statements and Exhibits**

(d) Exhibits

Exhibit 10.1	Fourth Amendment to First Lien Credit Agreement dated as of May 31, 2015, by and among Full House Resorts, Inc. as borrower, the lenders from time to time parties thereto and Capital One, National Association, as administrative agent for the Lenders, as L/C Issuer and as Swing Line Lender.
Exhibit 10.2	Acknowledgment of First Lien Guarantors dated May 31, 2015 by and between (i) Full House Subsidiary, Inc., Full House Subsidiary II, Inc., Gaming Entertainment (Indiana) LLC, Gaming Entertainment (Nevada) LLC, Stockman’s Casino, and Silver Sipper Casino Venture LLC, and (ii) Capital One, National Association, as Administrative Agent and Collateral Trustee for the Lender Parties.
Exhibit 10.3	Acknowledgment of Second Lien Lenders dated May 31, 2015 executed by ABC Funding, LLC as administrative agent and collateral trustee for the Second Lien Lenders (defined below) listed in that certain Second Lien Credit Agreement dated as of October 1, 2012, as amended, by and among the Company, as borrower, the lenders from time to time parties thereto (the “Second Lien Lenders”) and ABC Funding, LLC as administrative agent for the Second Lien Lenders.

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**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: June 4, 2015

**Full House Resorts, Inc.**

/s/ Elaine L. Guidroz

Elaine L. Guidroz

Secretary

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**FOURTH AMENDMENT TO  
FIRST LIEN CREDIT AGREEMENT**

THIS FOURTH AMENDMENT TO FIRST LIEN CREDIT AGREEMENT (this "Amendment"), dated as of May 31, 2015 (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 requested that the drawdown deadline for the Term Loan (Hotel) and the beginning of the amortization period for the Term Loan (Hotel) be extended. 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. 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 August 31, 2015 for May 31, 2015, and October 1, 2015 for June 1, 2015.

2. Section 4.02(a) (Construction, Covenants, Commencement and Completion of Improvements of the Construction Monitoring and Disbursement Agreement) is hereby amended to substitute August 31, 2015 for May 31, 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.

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## II. MISCELLANEOUS

1. Representations and Warranties. Borrower represents to the Administrative Agent and the Lenders, as of March 31, 2015, 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 March 31, 2015.

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.

(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 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 May 31, 2015 (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.

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 Lee  
Name: Daniel Lee  
Title: President and Chief Executive Officer

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: Senior Vice President

LENDERS:

NEVADA STATE BANK

By: /s/ Shannon Petersen

Name: Shannon Petersen

Title: Executive 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

**ACKNOWLEDGMENT OF  
FIRST LIEN GUARANTORS**

THIS ACKNOWLEDGMENT OF FIRST LIEN GUARANTORS (this "Acknowledgment"), dated as of May 31, 2015, is made by FULL HOUSE SUBSIDIARY, INC., a Delaware corporation, FULL HOUSE SUBSIDIARY II, INC., a Nevada corporation, GAMING ENTERTAINMENT (INDIANA) LLC, a Nevada limited liability company, GAMING ENTERTAINMENT (NEVADA), LLC, a Nevada limited liability company, STOCKMAN'S CASINO, a Nevada corporation, SILVER SLIPPER CASINO VENTURE, LLC, a Delaware limited liability company (each a "Guarantor" and collectively, the "Guarantors") in favor of CAPITAL ONE, NATIONAL ASSOCIATION, as Administrative Agent and Collateral Trustee for the Lender Parties (as defined in the Credit Agreement) (in such capacity, together with its successors in such capacity, the "Administrative Agent").

**RECITALS**

A. Each of the Guarantors is a direct or indirect wholly-owned subsidiary of the Borrower.

B. Full House Resorts, Inc., a Delaware corporation (the "Borrower") has entered into that certain First Lien Credit Agreement, dated as of June 29, 2012 (as supplemented, modified, amended, extended or restated from time to time, the "Credit Agreement"), among the Borrower, the Administrative Agent and the lenders party thereto from time to time (collectively, the "Lenders") pursuant to which the Lenders have agreed to extend loans and other financial accommodations to the Borrower for the purposes, and on the terms and subject to the conditions, set forth in the Credit Agreement. In addition, certain of the Lender Parties (as defined in the Credit Agreement) may, from time to time, enter into Rate Contracts with the Borrower. Capitalized terms used herein and not otherwise defined herein shall have the meanings defined in the Credit Agreement.

C. The Guarantors have entered into that certain First Lien Guaranty Agreement, dated as of June 29, 2012 (the "Guaranty Agreement") pursuant to which the Guarantors have agreed to guaranty all of the obligations of the Borrower pursuant to the First Lien Credit Agreement.

D. The Borrower and Lender Parties have entered into a Fourth Amendment to First Lien Credit Agreement, dated the date hereof (the "Credit Agreement Amendment") pursuant to which the Lenders have agreed to extend the drawdown deadline for the Term Loan (Hotel), and make certain other modifications to the Credit Agreement (collectively, the "Modifications").

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**ACKNOWLEDGMENT, CONSENT AND AGREEMENT**

NOW, THEREFORE, in consideration of the benefits to be obtained by the Borrower and Guarantors in connection with the Credit Agreement Amendment, the undersigned Guarantors hereby acknowledge, consent and agree as follows:

1 . Consent and Acknowledgment. The undersigned Guarantors hereby consent to the Modifications and the Borrower's execution of the Credit Agreement Amendment, and (ii) acknowledge that their Guaranty Agreement remains in full force and effect (as supplemented below), and (iii) agree that all of Guarantors' obligations under the Guaranty Agreement extend to all of the Guaranteed Obligations of the Borrower under and as defined in the Guaranty Agreement, as increased by the Credit Agreement Amendment.

[Signatures on following pages]

IN WITNESS WHEREOF, the undersigned have executed this Guaranty as of the date first above written.

GUARANTORS:

FULL HOUSE SUBSIDIARY, INC.,  
a Delaware corporation

By: /s/ Daniel Lee  
Name: Daniel Lee  
Title: President

FULL HOUSE SUBSIDIARY II, INC.,  
a Nevada corporation

By: /s/ Daniel Lee  
Name: Daniel Lee  
Title: President

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

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

By: /s/ Daniel Lee  
Name: Daniel Lee  
Title: President and Chief  
Executive Officer

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

By: /s/ Daniel Lee  
Name: Daniel Lee  
Title: Manager

STOCKMAN'S CASINO, a Nevada  
corporation

By: /s/ Daniel Lee  
Name: Daniel Lee  
Title: President

SILVER SLIPPER CASINO VENTURE, LLC  
a Delaware limited liability company

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

By: /s/ Daniel Lee  
Name: Daniel Lee  
Title: President and Chief  
Executive Officer

ACCEPTED AND AGREED TO:

CAPITAL ONE, NATIONAL ASSOCIATION, as  
Administrative Agent

By: /s/ Ross S. Wales  
Name: Ross S. Wales  
Title: Senior Vice President

## ACKNOWLEDGMENT OF SECOND LIEN LENDERS

THIS ACKNOWLEDGMENT OF SECOND LIEN LENDERS (this "Acknowledgment"), dated as of May 31, 2015, is made by ABC FUNDING, LLC, as administrative agent and as collateral trustee for the Second Lien Lenders (as defined below) (in such latter capacity, the "*Second Lien Collateral Trustee*") in favor of CAPITAL ONE, NATIONAL ASSOCIATION, as administrative agent and as collateral trustee for the First Lien Lenders (as defined below), in such latter capacity, the "*First Lien Collateral Trustee*").

RECITALS

A. Reference is made to (a) the First Lien Credit Agreement dated as of June 29, 2012 (as amended, restated, amended and restated, otherwise modified and/or Refinanced from time to time in accordance with the terms of the Intercreditor Agreement (as defined below), the "*First Lien Credit Agreement*"), among the Borrower, the lenders from time to time party thereto (the "*First Lien Lenders*") and Capital One, National Association, as administrative agent for the First Lien Lenders (in such capacity, including any successor thereto, the "*First Lien Administrative Agent*") and First Lien Collateral Trustee, (b) the Second Lien Credit Agreement dated as of October 1, 2012 (as amended, restated, amended and restated, otherwise modified and/or Refinanced from time to time in accordance with the terms of the Intercreditor Agreement, the "*Second Lien Credit Agreement*" and, together with the First Lien Credit Agreement, the "*Credit Agreements*"), among the Borrower, the lenders from time to time party thereto (the "*Second Lien Lenders*") and ABC Funding, LLC, as administrative agent for the Second Lien Lenders (in such capacity, including any successor thereto, the "*Second Lien Administrative Agent*") and Second Lien Collateral Trustee, (c) the First Lien Security Agreement dated as of October 1, 2012 (as amended, restated, amended and restated or otherwise modified from time to time in accordance with the terms of the Intercreditor Agreement, the "*First Lien Security Agreement*"), among the Borrower, the subsidiaries of the Borrower from time to time party thereto and Capital One, National Association, as First Lien Collateral Trustee, (d) the Second Lien Security Agreement dated as of October 1, 2012 (as amended, restated, amended and restated or otherwise modified from time to time in accordance with the terms of the Intercreditor Agreement, the "*Second Lien Security Agreement*"), among the Borrower, the subsidiaries of the Borrower from time to time party thereto and ABC Funding LLC, as Second Lien Collateral Trustee, and (e) the other Security Documents referred to in the Credit Agreements.

B. Reference is also made to that certain Intercreditor Agreement, dated as of October 1, 2012 (as amended, restated, amended and restated or otherwise modified from time to time in accordance with the terms of therein, the "*Intercreditor Agreement*"), among the First Lien Collateral Trustee, the Second Lien Collateral Trustee, the Borrower and its subsidiaries identified therein. Capitalized terms used herein and not otherwise defined herein shall have the meanings defined in the Intercreditor Agreement.

C. The Borrower and First Lien Lenders have entered into a Fourth Amendment to First Lien Credit Agreement and Second Amendment to Construction Monitoring and Disbursement Agreement, dated the date hereof pursuant to which the First Lien Lenders have agreed to extend the drawdown deadline for the Term Loan (Hotel), and to make certain other modifications to the First Lien Credit Agreement and the Construction Monitoring and Disbursement Agreement (collectively, the "Modifications").

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**ACKNOWLEDGMENT, CONSENT AND AGREEMENT**

NOW THEREFORE, for the same consideration as for the Intercreditor Agreement, the undersigned Second Lien Collateral Trustee, acting for itself and for the Second Lien Lenders, hereby acknowledges, consents and agrees to all of the Modifications.

IN WITNESS WHEREOF, the Second Lien Collateral Trustee has caused this Agreement to be duly executed by its authorized officer on behalf of itself and the Second Lien Lenders.

SECOND LIEN COLLATERAL TRUSTEE:

ABC FUNDING, LLC, as Second Lien  
Administrative Agent and Second Lien Collateral Trustee

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