

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

Filing Date: **2013-06-10** | Period of Report: **2013-06-10**
SEC Accession No. [0000911147-13-000019](#)

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FILER

CENTURY CASINOS INC /CO/

CIK:[911147](#) | IRS No.: **841271317** | State of Incorpor.:**DE** | Fiscal Year End: **1231**
Type: **8-K** | Act: **34** | File No.: **000-22900** | Film No.: **13902867**
SIC: **7011** Hotels & motels

Mailing Address

*2860 SOUTH CIRCLE DRIVE
SUITE 350
COLORADO SPRINGS CO
80906*

Business Address

*2860 SOUTH CIRCLE DRIVE
SUITE 350
COLORADO SPRINGS CO
80906
719-527-8300*

**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 6, 2013

CENTURY CASINOS, INC.

(Exact Name of Registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation)	0-22290 (Commission File Number)	84-1271317 (I.R.S. Employer Identification Number)
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2860 South Circle Drive, Suite 350, Colorado Springs, CO (Address of principal executive offices)	80906 (Zip Code)
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Registrant's telephone number, including area code:	719-527-8300
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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 communication 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 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 June 10, 2013, Century Casinos, Inc. announced that the Company applied for a casino license at Hotel InterContinental in Vienna, Austria. In addition, on June 6, 2013 Century Casinos, Inc. subsidiary Century Casinos Europe GmbH purchased a contingent 26% share in the newly established “Century Betriebs AG”, which would own and operate the casino. The purchase price for the shares sale is 5.7 million EUR (approximately \$7.5 million USD based on the exchange rate in effect on June 5, 2013), and the purchase is contingent on the Company being granted the casino license.

A copy of the agreement is filed herewith as Exhibit 10.7.

The Company is one of at least four companies applying for the 15-year license. The Company expects the Austrian Minister of Finance to reach a decision during the fourth quarter of 2013. There is no assurance that the Austrian Minister of Finance will grant the license to the Company.

The Company expects Century Betriebs AG to invest approximately \$18 million if the casino license is granted. Century Betriebs AG would develop the casino in the InterContinental, Vienna. After an anticipated nine-month construction period, the casino would offer approximately 300 slot machines and 25 gaming tables on a 16,000 square feet gaming floor. Hotel InterContinental is located in the city center of Vienna.

Item 7.01 Regulation FD Disclosure.

On June 10, 2013, the Company issued a press release announcing the casino license application. A copy of the press release is furnished herewith as Exhibit 99.1

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits

10.7

Share Sale Agreement by and between EK Middle Class Financing AG and Century Casinos Europe GmbH dated June 6, 2013.

99.1

Century Casinos, Inc. press release announcing the casino license application.

SIGNATURE

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 thereunto duly authorized.

Century Casinos, Inc.
(Registrant)

Date: June 10, 2013

By : /s/ Margaret Stapleton
Margaret Stapleton
Executive Vice President and Principal
Financial/Accounting Officer



SHARE SALES CONTRACT

completed on today's date between

1.EK Mittelstandsfinanzierungs AG (FN 226436 w)

Operngasse 6, 1010 Vienna

(the "**Seller** ")

as a Seller

and

2.Century Casino Europe GmbH (FN 30856 b)

Untere Viaduktgasse 2, 1030 Vienna

(the "**Buyer** ")

as Buyers

as follows:

1.PREAMBLE

1.1.**Company.** The Centoris Beteiligungs AG is a registered company in the company register of the Commercial Court Vienna (FN 397337 w) with a place of business in Vienna. The Company business address is MariahilferstraBe 1/ Getreidemarkt 17, 1060 Vienna ("**Company** ").

1.2.**Capital Stock.** The Capital Stock of the Company consists of EUR 22.000.000 and is divided in 22.000.000 Piece Shares.

1.3.**Shareholding Seller.** The Seller holds 10.780.000 piece shares of the Company (this corresponds 49% of the capital stock of the Company). The Seller intends to sell 5.720.000 piece Shares of the Company (this corresponds to 26% of the capital stock of the Company) to the Buyer and the Buyer intends to buy these piece shares of the Company from the Seller.

2.OBJECT OF THE PURCHASE, PURCHASE AGREEMENT

2.1. **Object Of The Purchase.** The Seller holds among other things 5.720.000 piece shares at the Company (this corresponds to 26% of the capital stock of the Compa

ny), with exhibit serial numbers 13420001 – 19140000 (the “**Purchase-Representational Shares**”).

2.2.**Purchase Agreement.** The Seller sells and transfers hereby to the Buyer in accordance with the Condition of the Provisions defined in this Sales Contract the Purchase-Representational Shares including all associated Rights and Obligations and commits themselves to hand these over immediately after signing this sales contract to the Buyer and to transfer the share certificates to the Buyer accordingly endorsed.

3.PURCHASE PRICE, MATURITY, PROVISION OF SECURITY

3.1.**Purchase Price.** The Purchase Price for the Purchase-Representational Shares consists of altogether EUR 5.720.000.

3.2.**Maturity.** The Purchase Price is due within fourteen working days (excluding Saturday) on an account which is to be made available from the Seller for Payment after Final Licensing. Interest on the Purchase Price pursuant to point 3.1 is not due during the period between the day of the signing of the present agreement and the day of the maturity of the Purchase Price. For purposes of this agreement “**Final Licensing**” is defined as the distribution of the (the “**Casino License**”) for the Location Vienna “south-west” to the Company through formal right by public complaint to the Courts Of Justice opposable or in a pending procedure before the public Courts Of Justice

3.3.**Restitution Obligation.** If by 30 June 2015; (i) formally valid Licensing to the Company was not affected; (ii) the Casino License is issued to a Competitor of the Company and no formal valid complaint against the licensing to the competitor is given out to the Courts Of Justice of public Right and no such complaint is pending or (iii) the Company withdraws their application for the Casino License; the Buyer commits to transfer the Purchase-Representational Shares within 10 Days to the Seller at a value of EUR 5.720.000 and to make or to arrange the transfer of the Purchase-Representational Shares to the Seller for the Purchase Price pursuant to Point 3,1. In case of a complaint issued pursuant to this Point 3,3 (ii) no Payments between Seller and Buyer are to be completed. It is held that the costs carrying rules of the underwriting contract remain untouched by it from today's date concerning the application phase. If the Casino License should have been formally validly given by 30 June 2015 to the Company, by official decision, the Contracting Parties will agree upon a new due date (“**long stop DATE**”), starting from which the shares must return. Pursuant to Point 3,3 (iii) all accounts receivable and demands of the Seller are finally satisfied in connection with the present agreement opposite the Buyer, no further demands exist of the Seller opposite the Buyer from or in connection with the present agreement. The Buyer is liable pursuant to this

Point 3,3 opposite the Seller only for the fact that the Purchase-Representational Shares are located in his exclusive, unrestricted and unencumbered Property.

3.4. **Provision Of Security.** For the guarantee of the Purchase Price pursuant to Point 3,1. the Buyer pledges the Purchase-Representational Shares in a separate agreement.

4. **GUARANTEE**

4.1. **Guarantees.** The Seller is liable and exclusively guarantees at the time of this Sales Contract

(a)(i) it is the exclusive and unrestricted Owner of the Purchase-Representational Shares is, (ii) the Purchase-Representational Shares are free from charges and rights of a third party (particularly freely of Pledge, Benefit, Pre-emption, Take Up-s, Transformation, Option or other, this economically or legally equaling Rights as well as Voting proxies) iii) is valid also regarding with the Purchase-Representational Shares for connected Rights (as for example the Qualification For Dividend);

(b)the Company since establishment - however constituted - did not make other obligations. Paid-in capital at date of establishment was at a value of EUR 22.000.000 (less the foundation charges up to an amount of EUR 7,000) did not pay to the governing body of the Company and the governing body is not limited in the order over it, in particular by counterclaims;

(c)the Seller had no restrictions during the order over the Purchase-Representational Shares and the transfer of the Purchase-Representational Shares not conditional to third party approval;

(d)the Purchase-Representational Shares or the Company have no sub-participations or other third participation, which grant a portion of the property or profit of the Company, in particular also no quiet associates, as well as no profit and/or loss participation agreements, whatever exist; and

(e)the Purchase-Representational Shares are not caught in controversy.

5.1. **Exclusion.** The Seller is not responsible in particular for a certain value or a certain yield capacity of the Purchase-Representational Shares.

5. **DEADLINE**

The Rights and Obligations connected with the Purchase-Representational Shares go into effect on the date of this Sales Contract on the Buyer. For the Purchase-Representational Shares, the buyer is entitled to an appropriate portion of the economic result of the Company for the current financial

year. The same is valid for all and if necessary not referred dividend payments which were allotted to the Purchase-Representational Shares, Amounts Of Capital Impairment, Liquidation Proceeds.

6.COSTS

The Buyer carries possible fees or taxes (with the exception of the personal taxes of the Seller) as well as other expenses and costs from or in connection with the deal or the execution of this agreement. In all other respects, each party bears their personal costs, fees or displays and those of their advisers themselves.

7.FINAL CLAUSES

7.1.**Contestation Renouncement.** The parties do without the contestation of the present agreement from each conceivable argument, in particular because of shortening over half of the true value, because of mistake or because of omission of the implicit basis of contracts.

7.2.**Writing Requirement.** All amendments and supplementations of this contract require writing to its validity and the signing of both parties.

7.3.**Safeguarding Clause.** If individual provisions of this agreement, for any reason, should become totally or partly legally ineffective or invalid, then thereby the legal enforcement of the remaining provisions of this agreement is not affected. In case of a any inefficacy of individual Provisions the invalid Provision is valid automatically by that new valid provision as substituted, with economic consideration of the outline of objectives of this agreement.

7.4.**Right Succession.** The rights and obligations of parties in connection with this agreement ignore on their legal successors and if necessary the parties on possible single and total legal successors to be transferred.

7.5.**Right Election, Area Of Jurisdiction.** This agreement is subject to Austrian Right under Exclusion of the Collision Regulations of international Private Law and UN-Sale of Goods. For all resulting Law Cases from this Sales Contract, including which question of coming off, which validity or dissolution, the material competent tribunal competent for Vienna Internal City are exclusively declared.

Vienna, June 6, 2013

By: /s/ Dr. Michael Pistauer
EK Mittelstandsfinanzierungs AG

By:/s/ Nikolaus Strohriegel
Century Casinos Europe GmbH

June 10, 2013

PRESS RELEASE

Century Casinos Applies for Casino License in Vienna, Austria

Colorado Springs, Colorado, June 10, 2013 – Century Casinos, Inc. (NASDAQ Capital Market® and Vienna Stock Exchange: CNTY) announced today that the company applied for a Casino license at Hotel InterContinental in Vienna, Austria.

As one of at least four companies applying for the license, Century Casinos is managing a consortium of Austrian individuals, entrepreneurs and investors. A 26% share in and a management agreement with the newly established “Century Betriebs AG” makes Century the leader of the group. A decision to grant the 15-year license is expected in Q4 of this year. There is no assurance that the company will be granted the concession by the Austrian Minister of Finance.

The company expects “Century Betriebs AG” to invest approx. \$18 million if the casino concession will be granted. The casino would be developed in an elegant retro 1960’s style at the 450-room hotel InterContinental, Vienna and target domestic and international tourists, business travellers, congress and convention guests as well as affluent domestic and European casino visitors. After a nine months construction period, the casino would offer approx. 300 slot machines and 25 gaming tables on a 16,000 square feet gaming floor.

Hotel InterContinental is located in the city center of Vienna, within walking distance to famous places of interest and other luxurious hotels.

About Century Casinos, Inc.:

Century Casinos, Inc. is an international casino entertainment company that owns and operates Century Casino & Hotels in Cripple Creek and Central City, Colorado, and in Edmonton, Alberta, Canada and the Century Casino in Calgary, Alberta, Canada. The Company also operates casinos aboard twelve luxury cruise vessels (Regatta, Nautica, Marina, Riviera, Mein Schiff 1, Mein Schiff 2, Wind Surf, Wind Star, Wind Spirit, Seven Seas Voyager, Seven Seas Mariner and Seven Seas Navigator). Through its Austrian subsidiary, Century Casinos Europe GmbH, the Company holds a 66.6% ownership interest in Casinos Poland Ltd, the owner and operator of nine casinos in Poland. The Company also manages the operations of the casino at the Radisson Aruba Resort, Casino & Spa in Aruba, Caribbean. Century Casinos, Inc. continues to pursue other international projects in various stages of development.

For more information about Century Casinos, visit our website at www.centurycasinos.com. Century Casinos’ common stock trades on The NASDAQ Capital Market® and the Vienna Stock Exchange under the symbol CNTY.

This release may contain “forward-looking statements” within the meaning of Section 27A of the Security Act of 1933, as amended, Section 21E of the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995. These statements are based on the beliefs and assumptions of the management of Century Casinos based on information currently available to management. Such forward-looking statements include, but are not limited to, pending license applications in Austria, statements regarding Casinos Poland Ltd., future results of operations, operating efficiencies, synergies and operational performance, and plans for our casinos and our Company. Such forward-looking statements are subject to risks, uncertainties and other factors that could cause actual results to differ materially from future results expressed or implied by such forward-looking statements. Important factors that could cause actual results to differ materially from the forward-looking

statements include, among others, the risks described in the section entitled "Risk Factors" under Item 1A in our Annual Report on Form 10-K for the year ended December 31, 2012. Century Casinos disclaims any obligation to revise or update any forward-looking statement that may be made from time to time by it or on its behalf.