
**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 21, 2019

WAITR HOLDINGS INC.

(Exact name of registrant as specified in charter)

Delaware
(State or other jurisdiction
of incorporation)

001-37788
(Commission
File Number)

26-3828008
(IRS Employer
Identification No.)

844 Ryan Street, Suite 300, Lake Charles, Louisiana 70601
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **1-337-534-6881**

Not Applicable
(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))

Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, Par Value \$0.0001 Per Share	WTRH	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

On May 21, 2019, in connection with the underwritten follow-on public offering (the “Offering”) of common stock, par value \$0.0001 per share (“common stock”), of Waitr Holdings Inc. (the “Company”) that closed on May 21, 2019, the Company entered into that certain Amendment No. 2 to Credit Agreement (the “Convertible Notes Amendment”), which amends that certain Credit Agreement, dated as of November 15, 2018 (as amended or otherwise modified from time to time, the “Convertible Notes Agreement”), by and among the Company, Luxor Capital Group, LP (“Luxor”), as administrative agent thereunder, and the lenders from time to time party thereto.

In addition, Waitr Inc. (“Waitr”) and Waitr Intermediate Holdings, LLC (“Intermediate Holdings”), each a wholly-owned subsidiary of the Company, entered into that certain Amendment No. 2 to Credit and Guaranty Agreement (the “Credit Agreement Amendment” and together with the Convertible Notes Amendment, the “Amendments”), which amends that certain Credit and Guaranty Agreement, dated as of November 15, 2018 (as amended or otherwise modified from time to time, the “Credit Agreement”), by and among Waitr, Intermediate Holdings, the guarantors party thereto, Luxor, as administrative agent and collateral agent thereunder, and the lenders from time to time party thereto.

Pursuant to the Convertible Notes Amendment, the Convertible Notes Agreement has been amended to (i) revise the interest rate on the convertible promissory notes issued under the Convertible Notes Agreement (the “Convertible Notes”) to 6% (half payable in cash and half as a payment-in-kind) and (ii) remove the minimum liquidity covenant under the Convertible Notes Agreement.

Pursuant to the Credit Agreement Amendment, (i) the Credit Agreement has been amended to (x) change the prepayment expiration date for the senior secured first priority term loan facility provided for under the Credit Agreement to August 31, 2019 and (y) remove the minimum liquidity covenant under the Credit Agreement, and (ii) Luxor has waived any prepayment requirement under the Credit Agreement solely with respect to the proceeds from the issuance of common stock in the Offering.

As of April 26, 2019, Luxor beneficially owned approximately 7.8% of the outstanding common stock of the Company. In addition, pursuant to the Convertible Notes Agreement, Luxor has nomination rights with respect to one member of the Company’s board of directors for so long as Luxor satisfies a minimum ownership threshold as agreed by the parties thereto.

The foregoing descriptions of the Amendments are qualified in their entirety by reference to the Amendments, copies of which are attached as Exhibit 1.1 and Exhibit 1.2 to this Current Report on Form 8-K and are 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 disclosure set forth above under Item 1.01 is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
1.1	<u>Amendment No. 2 to Credit Agreement, dated as of May 21, 2019, by and among the Company, Luxor Capital, LLC, as a Lender, and Luxor Capital Group, LP, as administrative agent for Lenders.</u>
1.2	<u>Amendment No. 2 to Credit and Guaranty Agreement, dated as of May 21, 2019, by and among Waitr Inc., Waitr Intermediate Holdings, LLC, Luxor Capital, LLC, as a Lender, and Luxor Capital Group, LP, as administrative agent and collateral agent for the Lenders.</u>

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 hereunto duly authorized.

WAITR HOLDINGS INC.

By: /s/ Damon Schramm

Name: Damon Schramm

Title: Chief Legal Officer

Dated: May 24, 2019

AMENDMENT NO. 2

to

CREDIT AGREEMENT

This AMENDMENT NO. 2 TO CREDIT AGREEMENT (this “Amendment”) is made as of May 21, 2019, by and among WAITR HOLDINGS INC., a Delaware corporation (“Borrower”), LUXOR CAPITAL, LLC, as a Lender (as hereinafter defined) and LUXOR CAPITAL GROUP, LP, as administrative agent for Lenders (in such capacity, the “Administrative Agent”).

WHEREAS, Borrower, Administrative Agent, and the lenders from time to time party thereto (the “Lenders”) are parties to that certain Credit Agreement dated as of November 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof (including as amended pursuant to that certain Amendment No. 1 to Credit Agreement dated as of January 17, 2019), the “Existing Credit Agreement”; and the Existing Credit Agreement, as amended by this Amendment being referred to herein as the “Amended Credit Agreement”).

WHEREAS, Borrower has informed Administrative Agent and Lenders that Borrower conducted a public offering of Capital Stock of Borrower consisting of 6,757,000 shares of common stock plus up to an additional 1,013,550 shares of common stock pursuant to an option to purchase additional shares to be issued and sold by the Borrower (the “Amendment No. 2 Equity Issuance”).

WHEREAS, Borrower has requested that Lenders amend the Existing Credit Agreement so as to effectuate the amendments contemplated by Section 2 hereof.

WHEREAS, Borrower, Administrative Agent, and Lenders have agreed to such amendments upon and subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Administrative Agent, and Lenders hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to such terms in the Amended Credit Agreement.

SECTION 2. Amendments to Existing Credit Agreement. The Existing Credit Agreement is hereby amended, effective as of the Amendment No. 2 Effective Date (as defined below), as follows:

(a) Section 1.1 of the Existing Credit Agreement is hereby amended to insert the following new defined term in the appropriate alphabetical order:

“**PIK Portion**” has the meaning set forth in Section 2.5(d).”

(b) Section 1.1 of the Existing Credit Agreement is hereby amended by deleting the defined term “Consolidated Liquidity” therefrom.

(c) Section 1.1 of the Existing Credit Agreement is hereby amended by amending the definition of “Permitted Acquisition” by replacing clause (vii) thereof with “[reserved]”.

(d) The first sentence of Section 2.5(a) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

“Except as otherwise set forth herein, the Term Loan shall bear interest on the unpaid principal amount thereof (x) from the date made to (but not including) the Amendment No. 2 Effective Date at the rate of 1.0% per annum and, thereafter, (y) from (and including) the Amendment No. 2 Effective Date through the earlier to occur of the repayment (whether by acceleration or otherwise) thereof or conversion thereof into Capital Stock of the Company at the rate of 6.0% per annum.”

(e) Section 2.5(c) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

“Except as otherwise set forth herein, interest on the Term Loan shall be payable in arrears, and, in Cash or in-kind, as described more fully in Section 2.5(d) below, on and to (i) each Interest Payment Date applicable to the Term Loan; (ii) upon any prepayment of the Term Loan to the extent accrued on the amount being prepaid; and (iii) at maturity, including final maturity.”

(f) Section 2.5 of the Existing Credit Agreement is hereby amended by inserting the following new clause (d) therein:

“(d) For each Interest Payment Date (other than an Interest Payment Date due to final maturity of the Term Loan), the Borrower may elect, by written notice delivered to the Administrative Agent at least five (5) Business Days prior to any such Interest Payment Date, to pay the interest due on the Term Loan on such Interest Payment Date as follows: (i) a portion of the interest accrued from the immediately preceding Interest Payment Date (or, if no interest has been paid, the Closing Date) at the interest rate set forth in Section 2.5(a) above, in an amount not to exceed 3.0% per annum (the “**PIK Portion**”), which shall be added to the outstanding principal amount of the Term Loan (and thereafter bear interest at the interest rate set forth in Section 2.5(a) above and, if applicable, the Default Rate and otherwise be treated as Term Loan for purposes of this Agreement) and (ii) the remaining portion of interest accrued from the immediately preceding Interest Payment Date on which interest was paid (or, if no interest has been paid, the Closing Date) in Cash. Any such written notice from the Borrower shall be accompanied by a certificate of a responsible officer of the Borrower specifying the percentage of interest that will constitute the PIK Portion, which shall not exceed 3.0% per annum; provided, that if no such notice is provided, 3.0% per annum of such interest shall be paid in Cash and 3.0% per annum shall constitute the PIK Portion.”

(g) Section 2.7(b)(ii) of the Existing Credit Agreement is hereby amended by inserting the text “(including any PIK Portion added to the outstanding principal amount of the Term Loan from time to time)” immediately after each reference to “Term Loan” occurring in clauses (i) and (ii) therein.

(h) Section 6.20 of the Existing Credit Agreement is hereby amended by deleting such Section 6.20 in its entirety.

SECTION 3. [Reserved].

SECTION 4. Representations and Warranties of Borrower. By its execution and delivery of this Amendment, Borrower hereby represents and warrants that each of the representations and

warranties contained in Section 4 of the Amended Credit Agreement (which are incorporated herein by this reference, *mutatis mutandis*) are true and correct in all material respects on and as of the Amendment No. 2 Effective Date (except for those representations and warranties that are conditioned by materiality, which are true and correct in all respects) to the same extent as though made on and as of such date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true and correct in all material respects (except for those representations and warranties that are conditioned by materiality, which were true and correct in all respects) on and as of such earlier date.

SECTION 5. Conditions of Effectiveness. This Amendment shall become effective on and as of the date (such date, the “Amendment No. 2 Effective Date”) upon which all of the following conditions set forth in this Section 5 shall have been satisfied:

(a) Receipt by Administrative Agent of counterparts of this Amendment duly executed by Borrower, Lenders constituting the Required Lenders and Administrative Agent.

(b) On the Amendment No. 2 Effective Date after giving effect to this Amendment, (i) each of the representations and warranties contained in Section 4 of the Existing Credit Agreement are true and correct in all material respects on and as of the Amendment No. 2 Effective Date (except for those representations and warranties that are conditioned by materiality, which are true and correct in all respects) to the same extent as though made on and as of such date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true and correct in all material respects (except for those representations and warranties that are conditioned by materiality, which were true and correct in all respects) on and as of such earlier date, (ii) no event shall have occurred and be continuing or would result from the consummation of this Amendment or the Amendment No. 2 Equity Issuance that would constitute an Event of Default under the Existing Credit Agreement.

(c) Prior to or simultaneously with the effectiveness of this Amendment, the Amendment No. 2 Equity Issuance shall be consummated.

(d) Holdings, OpCo, Administrative Agent and Lenders party to the Credit and Guaranty Agreement will have executed and delivered an amendment to the Credit and Guaranty Agreement in form and substance reasonably satisfactory to Administrative Agent.

SECTION 6. Credit Document. This Amendment constitutes a Credit Document in all respects.

SECTION 7. Reference to and Effect on the Credit Agreement.

(a) Upon the Amendment No. 2 Effective Date, each reference in the Existing Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import shall mean and be a reference to the Amended Credit Agreement and each reference in any other Credit Document to “the Credit Agreement” shall mean and be a reference to the Amended Credit Agreement.

(b) Except as specifically amended hereby, the Credit Documents shall remain in full force and effect and are hereby ratified and confirmed. Other than as expressly set forth herein, nothing in this Amendment shall be deemed to constitute a waiver by Administrative Agent or any Lender of any Default or Event of Default, nor constitute a waiver of any provision of the Existing Credit Agreement, this Amendment, the Amended Credit Agreement, any Credit Document or any other documents, instruments

or agreements executed and/or delivered in connection herewith or therewith, whether now existing or hereafter arising, or of any right, power or remedy that Administrative Agent or Lenders may have under any of the Credit Documents or applicable law. Upon the Amendment No. 2 Effective Date, this Amendment, the Amended Credit Agreement and the other Credit Documents constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties hereto with respect to the subject matter hereof.

(c) Borrower and the other parties hereto acknowledge and agree that, on and after the Amendment No. 2 Effective Date, this Amendment shall constitute a Credit Document for all purposes of the Amended Credit Agreement.

SECTION 8. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

SECTION 9. Headings. Section 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.

SECTION 10. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 11. Reaffirmation. Borrower hereby ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Credit Documents to which it is a party (after giving effect hereto). Borrower hereby consents to this Amendment and each of the transactions contemplated hereby and acknowledges that each of the Credit Documents (as amended through and including the date hereof) remains in full force and effect and is hereby ratified and reaffirmed.

SECTION 12. No Novation. Neither this Amendment nor the Amended Credit Agreement shall extinguish the obligations for the payment of money outstanding under the Existing Credit Agreement. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Existing Credit Agreement, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith. Nothing implied by this Amendment, the Amended Credit Agreement or in any other document contemplated hereby or thereby shall be construed as a release or other discharge of Borrower under the Existing Credit Agreement, the Amended Credit Agreement or any other Credit Document. Each of the Existing Credit Agreement and the other Credit Documents shall remain in full force and effect, except to the extent specifically modified hereby or in connection herewith. It is the intention of the parties hereto that neither this Amendment nor the Amended Credit Agreement constitute a novation of the Obligations outstanding under the Existing Credit Agreement, all of which shall remain in full force and effect after the date hereof, as amended by this Amendment.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

WAITR HOLDINGS INC.

By: /s/ Christopher Meaux
Name: Christopher Meaux
Title: Chief Executive Officer

Signature Page to
Amendment No. 2 to Credit Agreement

LUXOR CAPITAL GROUP, LP
as Administrative Agent and Lead Arranger

By: /s/ Norris Nissim

Name: Norris Nissim

Title: General Counsel

Signature Page to
Amendment No. 2 to Credit Agreement

LUXOR CAPITAL PARTNERS, LP,
as Lender

By: Luxor Capital Group, LP,
its Investment Manager

By: /s/ Norris Nissim

Name: Norris Nissim

Title: General Counsel

LUXOR CAPITAL PARTNERS OFFSHORE MASTER
FUND, LP,
as Lender

By: Luxor Capital Group, LP,
its Investment Manager

By: /s/ Norris Nissim

Name: Norris Nissim

Title: General Counsel

Signature Page to
Amendment No. 2 to Credit Agreement

LUXOR WAVEFRONT, LP,
as Lender

By: Luxor Capital Group, LP,
its Investment Manager

By: /s/ Norris Nissim

Name: Norris Nissim

Title: General Counsel

LUGARD ROAD CAPITAL MASTER FUND, LP
as Lender

By: Luxor Capital Group, LP,
its Investment Manager

By: /s/ Norris Nissim

Name: Norris Nissim

Title: General Counsel

Signature Page to
Amendment No. 2 to Credit Agreement

AMENDMENT NO. 2
to
CREDIT AND GUARANTY AGREEMENT

This AMENDMENT NO. 2 TO CREDIT AND GUARANTY AGREEMENT (this “Amendment”) is made as of May 21, 2019, by and among WAITR INC., a Delaware corporation (“Borrower”), WAITR INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), LUXOR CAPITAL, LLC, as a Lender (as hereinafter defined) and LUXOR CAPITAL GROUP, LP, as administrative agent (in such capacity, the “Administrative Agent”) and collateral agent (in such capacity, the “Collateral Agent”) for the Lenders.

WHEREAS, Borrower, Holdings, Administrative Agent, and the lenders from time to time party thereto (the “Lenders”) are parties to that certain Credit and Guaranty Agreement dated as of November 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof (including as amended pursuant to that certain Amendment No. 1 to Credit and Guaranty Agreement dated as of January 17, 2019), the “Existing Credit Agreement”; and the Existing Credit Agreement, as amended by this Amendment being referred to herein as the “Amended Credit Agreement”).

WHEREAS, Borrower has informed Administrative Agent and Lenders that Parent conducted a public offering of Capital Stock of Parent consisting of 6,757,000 shares of common stock plus up to an additional 1,013,550 shares of common stock pursuant to an option to purchase additional shares to be issued and sold by Parent (the “Amendment No. 2 Equity Issuance”).

WHEREAS, Borrower has requested that Lenders (i) amend the Existing Credit Agreement so as to effectuate the amendments contemplated by Section 2 hereof and (ii) waive any requirements to prepay the Term Loan under Section 2.9(c) of the Existing Credit Agreement solely with respect to and arising directly as a result of the Amendment No. 2 Equity Issuance.

WHEREAS, Borrower, Holdings, Administrative Agent, and Lenders have agreed to such amendments and waiver upon and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Holdings, Administrative Agent, and Lenders hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to such terms in the Amended Credit Agreement.

SECTION 2. Amendments to Existing Credit Agreement. The Existing Credit Agreement is hereby amended, effective as of the Amendment No. 2 Effective Date (as defined below), as follows:

(a) Section 1.1 of the Existing Credit Agreement is hereby amended by deleting the defined term “Consolidated Liquidity” therefrom.

(b) Section 1.1 of the Existing Credit Agreement is hereby amended by amending the definition of “Permitted Acquisition” by replacing clause (vii) thereof with “[reserved]”.

(c) The first sentence of Section 2.8(b) of the Existing Credit Agreement is hereby amended by deleting the text “the date that is twelve months after the Closing Date” and replacing it with “August 31, 2019”.

(d) Section 6.21 of the Existing Credit Agreement is hereby amended by deleting such Section 6.21 in its entirety.

SECTION 3. Limited Waiver. Subject to the satisfaction of all of the conditions set forth in Section 5 below, effective as of the Amendment No. 2 Effective Date (as defined below), the Agent and the Lenders party hereto constituting Required Lenders hereby waive any requirements to prepay the Term Loan pursuant to Section 2.9(c) of the Amended Credit Agreement solely with respect to and arising directly as a result of the Amendment No. 2 Equity Issuance and any related capital contributions to Holdings or any of its Subsidiaries. The waiver set forth in this Section 3 is a limited waiver, shall be limited precisely as written, and, except as expressly provided herein, shall not be deemed or otherwise construed to (i) constitute a waiver of any other term or provision of the Amended Credit Agreement or any of the other Credit Documents or (ii) operate as a waiver of any right, power or remedy of any Lender or any Agent under any of the Credit Documents.

SECTION 4. Representations and Warranties of the Credit Parties. By its execution and delivery of this Amendment, each Credit Party hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Amended Credit Agreement (which are incorporated herein by this reference, *mutatis mutandis*) are true and correct in all material respects on and as of the Amendment No. 2 Effective Date (except for those representations and warranties that are conditioned by materiality, which are true and correct in all respects) to the same extent as though made on and as of such date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true and correct in all material respects (except for those representations and warranties that are conditioned by materiality, which were true and correct in all respects) on and as of such earlier date.

SECTION 5. Conditions of Effectiveness. This Amendment shall become effective on and as of the date (such date, the “Amendment No. 2 Effective Date”) upon which all of the following conditions set forth in this Section 5 shall have been satisfied:

(a) Receipt by Administrative Agent of counterparts of this Amendment duly executed by each Credit Party, Lenders constituting the Required Lenders and Administrative Agent.

(b) On the Amendment No. 2 Effective Date after giving effect to this Amendment, (i) each of the representations and warranties contained in Section 4 of the Existing Credit Agreement are true and correct in all material respects on and as of the Amendment No. 2 Effective Date (except for those representations and warranties that are conditioned by materiality, which are true and correct in all respects) to the same extent as though made on and as of such date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true and correct in all material respects (except for those representations and warranties that are conditioned by materiality, which were true and correct in all respects) on and as of such earlier date, (ii) no event shall have occurred and be continuing or would result from the consummation of this Amendment or the Amendment No. 2 Equity Issuance that would constitute an Event of Default under the Existing Credit Agreement.

(c) Prior to or simultaneously with the effectiveness of this Amendment, the Amendment No. 2 Equity Issuance shall be consummated.

(d) Parent, Administrative Agent and Lenders (as defined therein) party to the Parent Convertible Notes Credit Agreement will have executed and delivered an amendment to the Parent Convertible Notes Credit Agreement in form and substance reasonably satisfactory to Administrative Agent.

SECTION 6. Credit Document. This Amendment constitutes a Credit Document in all respects.

SECTION 7. Reference to and Effect on the Credit Agreement.

(a) Upon the Amendment No. 2 Effective Date, each reference in the Existing Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import shall mean and be a reference to the Amended Credit Agreement and each reference in any other Credit Document to “the Credit Agreement” shall mean and be a reference to the Amended Credit Agreement.

(b) Except as specifically amended hereby, the Credit Documents shall remain in full force and effect and are hereby ratified and confirmed. Other than as expressly set forth herein, nothing in this Amendment shall be deemed to constitute a waiver by Administrative Agent or any Lender of any Default or Event of Default, nor constitute a waiver of any provision of the Existing Credit Agreement, this Amendment, the Amended Credit Agreement, any Credit Document or any other documents, instruments or agreements executed and/or delivered in connection herewith or therewith, whether now existing or hereafter arising, or of any right, power or remedy that Administrative Agent or Lenders may have under any of the Credit Documents or applicable law. Upon the Amendment No. 2 Effective Date, this Amendment, the Amended Credit Agreement and the other Credit Documents constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all other prior agreements and understandings, both written and verbal, among the parties hereto with respect to the subject matter hereof.

(c) Borrower and the other parties hereto acknowledge and agree that, on and after the Amendment No. 2 Effective Date, this Amendment shall constitute a Credit Document for all purposes of the Amended Credit Agreement.

SECTION 8. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

SECTION 9. Headings. Section 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.

SECTION 10. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by facsimile, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 11. Reaffirmation. Each of the Credit Parties as debtor, grantor, pledgor, guarantor, assignor, or in any other similar capacity in which such Credit Party grants liens or security interests in its property or otherwise acts as an accommodation party or guarantor, as the case may be, (a) hereby ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under

each of the Credit Documents to which it is a party (after giving effect hereto) and (b) to the extent such Credit Party granted liens on or security interests in any of its property pursuant to any Credit Document as security for or otherwise guaranteed the Obligations under or with respect to the Credit Documents, hereby ratifies and reaffirms such guarantee and grant of security interests and liens and confirms and agrees that such security interests and liens hereafter secure all of the Obligations as amended hereby. Each of the Credit Parties hereby consents to this Amendment and each of the transactions contemplated hereby and acknowledges that each of the Credit Documents (as amended through and including the date hereof) remains in full force and effect and is hereby ratified and reaffirmed.

SECTION 12. No Novation. Neither this Amendment nor the Amended Credit Agreement shall extinguish the obligations for the payment of money outstanding under the Existing Credit Agreement or discharge or release any Lien or priority of any Collateral Document or any Loan Guaranty or any other security therefor. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Existing Credit Agreement or any Collateral Document or instruments securing the same, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith. Nothing implied by this Amendment, the Amended Credit Agreement or in any other document contemplated hereby or thereby shall be construed as a release or other discharge of the Credit Parties under the Existing Credit Agreement, the Amended Credit Agreement or any other Credit Document. Each of the Existing Credit Agreement and the other Credit Documents shall remain in full force and effect, except to the extent specifically modified hereby or in connection herewith. It is the intention of the parties hereto that neither this Amendment nor the Amended Credit Agreement constitute a novation of the Obligations outstanding under the Existing Credit Agreement or any collateral securing the same, all of which shall remain in full force and effect after the date hereof, as amended by this Amendment.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the day and year first above written.

BORROWER:

WAITR INC.

By: /s/ Christopher Meaux
Name: Christopher Meaux
Title: Chief Executive Officer

HOLDINGS:

WAITR INTERMEDIATE HOLDINGS, LLC

By: /s/ Christopher Meaux
Name: Christopher Meaux
Title: President and Secretary

GUARANTORS:

BITESQUAD.COM, LLC

By: /s/ Christopher Meaux
Name: Christopher Meaux
Title: President and Treasurer

KASA DELIVERY CORPORATION

By: /s/ Joe Stough
Name: Joe Stough
Title: President

CDMX HOLDINGS, LLC

By: /s/ Joe Stough
Name: Joe Stough
Title: President

CATERING ON DEMAND LLC

By: /s/ Joe Stough

Name: Joe Stough

Title: President

KASA DELIVERY, LLC

By: /s/ Joe Stough

Name: Joe Stough

Title: President

DELIVERY LOGISTICS, LLC

By: /s/ Joe Stough

Name: Joe Stough

Title: President

Signature Page to
Amendment No. 2 to Credit and Guaranty Agreement

LUXOR CAPITAL GROUP, LP
as Administrative Agent, Lead Arranger and Collateral
Agent

By: /s/ Norris Nissim

Name: Norris Nissim

Title: General Counsel

Signature Page to
Amendment No. 2 to Credit and Guaranty Agreement

LUXOR CAPITAL, LLC,
as Lender

By: Luxor Capital Group, LP,
its Manager

By: /s/ Norris Nissim

Name: Norris Nissim

Title: General Counsel

Signature Page to
Amendment No. 2 to Credit and Guaranty Agreement