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**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): August 21, 2018

**LANDCADIA HOLDINGS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-37788**  
(Commission  
File Number)

**26-3828008**  
(IRS Employer  
Identification No.)

**1510 West Loop South, Houston, Texas 77027**  
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **713-850-1010**

**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))

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.

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**Item 1.01 Entry into a Material Definitive Agreement.**

On August 21, 2018, Landcadia Holdings, Inc., a Delaware corporation (the “Company”), issued a convertible promissory note (the “Convertible Note”) to Fertitta Entertainment, Inc. (“FEI Sponsor”) that provides for FEI Sponsor to advance to the Company, from time to time, up to \$1,500,000 for ongoing expenses.

The Convertible Note is non-interest bearing and is payable on the earlier of (i) the completion of an initial business combination by the Company or (ii) December 14, 2018.

At the option of FEI Sponsor, any amounts outstanding under the Convertible Note may be converted into warrants to purchase Class A common stock, par value \$0.0001 per share, of the Company (“Class A common stock”) at a conversion price of \$0.50 per warrant. Each warrant will entitle FEI Sponsor to purchase one-half of one share of Class A common stock at an exercise price of \$5.75 per half share, commencing 30 days after the completion of an initial business combination by the Company. The warrants may be exercised only for a whole number of shares of Class A common stock. Each warrant will contain such other terms identical to the warrants purchased by FEI Sponsor and Jefferies Financial Group Inc. (f/k/a Leucadia National Corporation) in connection with the Company’s initial public offering.

As of August 21, 2018, the Company had drawn \$1,500,000 on the Convertible Note.

**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 in Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein.

**Item 3.02 Unregistered Shares of Equity Securities.**

The disclosure set forth above in Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein.

The issuance of the Convertible Note was made pursuant to the exemption from registration contained in Section 4(2) of the Securities Act of 1933, as amended.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Convertible Promissory Note, dated August 21, 2018, issued to Fertitta Entertainment, Inc.</a>

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**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.

**LANDCADIA HOLDINGS, INC.**

By: /s/ Richard H. Liem  
Name: Richard H. Liem  
Title: Vice President and Chief Financial Officer

Dated: August 23, 2018

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THIS NOTE AND THE SECURITIES INTO WHICH IT MAY BE CONVERTED HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THE ISSUER OF THIS NOTE AND THE SECURITIES INTO WHICH IT MAY BE CONVERTED MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS.

**LANDCADIA HOLDINGS, INC.  
CONVERTIBLE PROMISSORY NOTE**

Not to Exceed \$1,500,000.00

August 21, 2018

FOR VALUE RECEIVED and subject to the conversion features set forth herein, Landcadia Holdings, Inc., a Delaware corporation (the "**Company**"), promises to pay to Fertitta Entertainment Inc. ("**Holder**"), or its registered assigns, in lawful money of the United States of America, a principal sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00), or such lesser amount as shall equal the outstanding principal amount hereof (this "**Note**"). All unpaid principal shall be due and payable on the Maturity Date, unless accelerated upon the occurrence of an Event of Default (as defined below). Holder may make advances to the Company from time to time under this Note; provided, however, that notwithstanding anything to the contrary herein, at no time shall the aggregate of all advances and readvances outstanding under this Note exceed \$1,500,000.00.

The following is a statement of the rights of Holder and the conditions to which this Note is subject, and to which Holder, by the acceptance of this Note, agrees:

1. **Definitions.** As used in this Note, the following capitalized terms have the following meanings:

(a) "**Business Combination**" shall mean the Company's initial merger, share exchange, asset acquisition, share purchase, reorganization or similar business combination with one or more businesses.

(b) "**Class A Common Stock**" shall mean the Class A common stock, par value \$0.0001 per share, of the Company.

(c) The "**Company**" includes the corporation initially executing this Note and any Person which shall succeed to or assume the obligations of the Company under this Note.

(d) "**Event of Default**" has the meaning given in **Section 4** hereof.

(e) "**Holder**" shall mean the Person specified in the introductory paragraph of this Note, or any Person who shall at the time be the registered holder of this Note.

(f) "**Maturity Date**" shall mean the earlier of (i) the consummation of a Business Combination or (ii) December 14, 2018.

(g) "**Person**" shall mean and include an individual, a partnership, a corporation (including a business trust), a joint stock company, a limited liability company, an unincorporated association, a joint venture or other entity or a governmental authority.

(h) "**Securities Act**" shall mean the Securities Act of 1933, as amended.

(i) "**Sponsor Warrants**" means those warrants entitling the holder thereof to purchase one-half of one share of Class A Common Stock at an exercise price of \$5.75 per half share as more fully described in the prospectus for the Company's initial public offering filed with the U.S. Securities and Exchange Commission dated May 25, 2016.

2. **Investment, Experience, Accredited Investor.** Holder is acquiring this Note for investment for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof. Holder understands that the acquisition of this Note involves substantial risk. Holder has experience as an investor in securities of companies and acknowledges that it is able to fend for itself, can bear the economic risk of its investment in this Note, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of this investment in this Note and protecting its own interests in connection with this investment.

3. **Prepayment.** Any of the outstanding principal amount to date under this Note may be prepaid by the Company, at its election and without penalty, without the consent of Holder.

4. **Events of Default.** The occurrence of any of the following shall constitute an “**Event of Default**” under this Note:

(a) **Failure to Pay.** The Company shall fail to pay when due any principal payment on the Maturity Date hereof; or

(b) **Voluntary Bankruptcy or Insolvency Proceedings.** The Company shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) be unable, or admit in writing its inability, to pay its debts generally as they mature, (iii) make a general assignment for the benefit of its or any of its creditors, (iv) be dissolved or liquidated, (v) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it, or (vi) take any action for the purpose of effecting any of the foregoing; or

(c) **Involuntary Bankruptcy or Insolvency Proceedings.** Proceedings for the appointment of a receiver, trustee, liquidator or custodian of the Company or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to the Company or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced and an order for relief entered or such proceeding shall not be dismissed or discharged within 60 days of commencement.

5. **Rights of Holder upon Default.** Upon the occurrence or existence of any Event of Default (other than an Event of Default described in **Sections 4(b)** or **4(c)**) and at any time thereafter during the continuance of such Event of Default, Holder may, by written notice to the Company, declare all outstanding obligations payable by the Company hereunder to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived. Upon the occurrence or existence of any Event of Default described in **Sections 4(b)** and **4(c)**, immediately and without notice, all outstanding obligations payable by the Company hereunder shall automatically become immediately due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived.

6. **Conversion.**

(a) **Optional Conversion.** At the option of Holder, any amounts outstanding under this Note may be converted into warrants (“**Warrants**”) to purchase Class A Common Stock at a conversion price of \$0.50 per warrant (the “**Warrant Conversion Price**”). Each Warrant will entitle Holder to purchase one-half of one share of Class A Common Stock at an exercise price of \$5.75 per half share, commencing 30 days after the completion of a Business Combination. Warrants may be exercised only for a whole number of shares of Class A Common Stock. Each Warrant will contain such other terms identical to the Sponsor Warrants. Before this Note may be converted under this **Section 6(a)**, Holder shall surrender this Note, duly endorsed, at the office of the Company and shall state therein the amount of the unpaid principal of this Note to be converted and the name or names in which the certificates for Warrants are to be issued. The conversion shall be deemed to have been made immediately prior to the close of business on the date of the surrender of this Note and the Person or Persons entitled to receive the Warrants upon such conversion shall be treated for all purposes as the record holder or holders of such Warrants as of such date. For the avoidance of doubt, in the event that all principal on this Note has been paid in full on or prior to the Maturity Date, then Holder shall not be entitled to convert any portion of this Note into Warrants.

(b) *Remaining Principal.* All accrued and unpaid principal of this Note that is not then converted into Warrants, shall continue to remain outstanding and to be subject to the terms and conditions of this Note.

(c) *Fractional Warrants; Effect of Conversion.* No fractional warrants shall be issued upon conversion of this Note. In lieu of issuing any fractional warrants to Holder upon the conversion of this Note, the Company shall pay to Holder an amount equal to the product obtained by multiplying the Warrant Conversion Price by the fraction of a warrant not issued pursuant to the previous sentence. Upon conversion of this Note in full and the payment of any amounts specified in this **Section 6(c)**, this Note shall be cancelled and void without further action of the Company or Holder, and the Company shall be forever released from all its obligations and liabilities under this Note.

7. *Successors and Assigns.* Subject to the restrictions on transfer described in **Sections 9** and **10** below, the rights and obligations of the Company and Holder shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

8. *Waiver and Amendment.* Any provision of this Note may be amended, waived or modified upon the written consent of the Company.

9. *Transfer of this Note or Securities Issuable on Conversion Hereof.* With respect to any offer, sale or other disposition of this Note or securities into which such Note may be converted, Holder shall give written notice to the Company prior thereto, describing briefly the manner thereof, together with (i) a written opinion reasonably satisfactory to the Company in form and substance from counsel reasonably satisfactory to the Company to the effect that such offer, sale or other distribution may be effected without registration or qualification under any federal or state law then in effect and (ii) a written undertaking executed by the desired transferee reasonably satisfactory to the Company in form and substance agreeing to be bound by the restrictions on transfer contained herein. Upon receiving such written notice, reasonably satisfactory opinion, or other evidence, and such written acknowledgment, the Company, as promptly as practicable, shall notify Holder that Holder may sell or otherwise dispose of this Note or such securities, all in accordance with the terms of the notice delivered to the Company. If a determination has been made pursuant to this **Section 9** that the opinion of counsel for Holder, or other evidence, or the written acknowledgment from the desired transferee, is not reasonably satisfactory to the Company, the Company shall so notify Holder promptly after such determination has been made. Each Note thus transferred shall bear a legend as to the applicable restrictions on transferability in order to ensure compliance with the Securities Act, unless in the opinion of counsel for the Company such legend is not required in order to ensure compliance with the Securities Act. The Company may issue stop transfer instructions to its transfer agent in connection with such restrictions. Subject to the foregoing, transfers of this Note shall be registered upon registration books maintained for such purpose by or on behalf of the Company. Prior to presentation of this Note for registration of transfer, the Company shall treat the registered holder hereof as the owner and holder of this Note for the purpose of receiving all payments of principal hereon and for all other purposes whatsoever, whether or not this Note shall be overdue and the Company shall not be affected by notice to the contrary.

10. *Assignment by the Company.* Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by the Company without the prior written consent of Holder.

11. *Notices.* All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and faxed, e-mailed, mailed or delivered to each party at the respective addresses of the parties as set forth below, or at such other address or facsimile number as the Company shall have furnished to Holder, or Holder to the Company, in writing. All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by facsimile or e-mail (with receipt of appropriate confirmation), (iv) one business day after being deposited with an overnight courier service of recognized standing or (v) four days after being deposited in the U.S. mail, first class with postage prepaid.

**If to the Company:**

Landcadia Holdings, Inc.  
1510 West Loop South  
Houston, Texas 77027  
Attention: General Counsel

**If to Holder:**

Fertitta Entertainment, Inc.  
1510 West Loop South  
Houston, Texas 77027  
Attention: General Counsel

12. **Waivers.** The Company hereby waives notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor and all other notices or demands relative to this instrument.

13. **Disputes.** The Company hereby expressly and unconditionally waives, in connection with any suit, action or proceeding brought by Holder on this Note, any and every right it may have to (i) injunctive relief, (ii) a trial by jury, (iii) interpose any counterclaim therein and (iv) have the same consolidated with any other or separate suit, action or proceeding. Nothing herein contained shall prevent or prohibit the Company from instituting or maintaining a separate action against Holder with respect to any asserted claim.

14. **Final Agreement.** This Note represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties.

15. **Governing Law.** This Note and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions of the State of New York, or of any other state.

*[Signature page follows]*

The Company has caused this Note to be issued as of the date first written above.

**LANDCADIA HOLDINGS, INC.**  
a Delaware corporation

By: /s/ Steven L. Scheinthal  
Name: Steven L. Scheinthal  
Title: Vice President

Agreed and Acknowledged:

**FERTITTA ENTERTAINMENT, INC.**  
a Texas corporation

By: /s/ Tilman J. Fertitta  
Name: Tilman J. Fertitta  
Title: President