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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**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 10, 2022 (May 9, 2022)**

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**WAITR HOLDINGS INC.**

(Exact name of Registrant as Specified in Its Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

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

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

**214 Jefferson Street, Suite 200**  
**Lafayette, Louisiana**  
(Address of Principal Executive Offices)

**70501**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: (337) 534-6881**

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

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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 (see General Instructions A.2. below):

- 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
<b>Common Stock, Par Value \$0.0001 Per Share</b>	<b>WTRH</b>	<b>The Nasdaq Stock Market LLC</b>

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.*****Amendment No. 5 to Credit and Guaranty Agreement***

On May 9, 2022, Waitr Inc., Waitr Intermediate Holdings, LLC, other guarantors party thereto, Luxor Capital, LLC (“Luxor Capital”) and Luxor Capital Group, L.P. (“Luxor Capital Group”) and, collectively with Luxor Capital, “Luxor”) entered into Amendment No. 5 to the existing credit and guaranty agreement dated as of November 15, 2018, as amended (the “Credit and Guaranty Agreement Amendment”). Pursuant to the Credit and Guaranty Agreement Amendment, Waitr Inc. has made a \$20 million prepayment with respect to the term loan outstanding under the credit and guaranty agreement, reducing the outstanding amount of the term loan from approximately \$35 million to approximately \$15 million. Additionally, the Credit and Guaranty Agreement Amendment (i) provides that going forward on a quarterly basis, 50% of the proceeds of any future at-the-market public common stock issuances (“ATM Offerings”) by Waitr Holdings Inc. (the “Company”) will be applied by Waitr Inc. to the prepayment of the term loan under the credit and guaranty agreement and (ii) includes a six-month extension of the maturity date of the credit and guaranty agreement until May 15, 2024.

The foregoing description of the Credit and Guaranty Agreement Amendment does not purport to be complete and is qualified in its entirety by the full text of the Credit and Guaranty Agreement Amendment, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

***Amendment No. 5 to Credit Agreement***

On May 9, 2022, the Company and Luxor entered into Amendment No. 5 to the existing credit agreement dated as of November 15, 2018, as amended (the “Credit Agreement Amendment”). The Credit Agreement Amendment (i) provides that going forward on a quarterly basis, 50% of the proceeds of any future ATM Offerings received by the Company will be contributed to Waitr Inc. to be applied to the prepayment of the term loan under the credit and guaranty agreement and (ii) includes a six-month extension of the maturity date of the credit agreement until May 15, 2024.

The foregoing description of the Credit Agreement Amendment does not purport to be complete and is qualified in its entirety by the full text of the Credit Agreement Amendment, which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
10.1	<a href="#"><u>Amendment No. 5 to Credit and Guaranty Agreement by and among Waitr Inc., Waitr Intermediate Holdings, LLC, other guarantors party hereto, Luxor Capital, LLC and Luxor Capital Group, LP</u></a>
10.2	<a href="#"><u>Amendment No. 5 to Credit Agreement by and among Waitr Holdings Inc., Luxor Capital, LLC and Luxor Capital Group, LP</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**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.**

Date: May 10, 2022

By: /s/ Thomas C. Pritchard

Name: Thomas C. Pritchard

Title: General Counsel

**AMENDMENT NO. 5**  
**to**  
**CREDIT AND GUARANTY AGREEMENT**

This AMENDMENT NO. 5 TO CREDIT AND GUARANTY AGREEMENT (this “Amendment”) is made as of May 9, 2022, by and among WAITR INC., a Delaware corporation (“Borrower”), WAITR INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), the other Guarantors party hereto, LUXOR CAPITAL, LLC, as a Lender (as hereinafter defined) and LUXOR CAPITAL GROUP, LP, as administrative agent (in such capacity, “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 (i) that certain Amendment No. 1 to Credit and Guaranty Agreement dated as of January 17, 2019, (ii) that certain Amendment No. 2 to Credit and Guaranty Agreement dated as of May 21, 2019, (iii) that certain Amendment No. 3 to Credit and Guaranty Agreement dated as of July 15, 2020 and (iv) that certain Amendment No. 4 to Credit and Guaranty Agreement dated as of March 9, 2021), 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 requested that Lenders amend the Existing Credit Agreement so as to effectuate the amendments contemplated by Section 2 hereof; and

**WHEREAS**, Borrower, Holdings, the other Guarantors, 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, Holdings, the other Guarantors, 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. 5 Effective Date (as defined below), as follows:

(a) Section 1.1 of the Existing Credit Agreement is hereby amended by adding the following defined terms in appropriate alphabetical order:

“**Amendment No. 5 Effective Date**” means May 9, 2022.

“**ATM Offering**” means any “at-the-market” public offerings of shares of common stock of Parent.

“**Excess ATM Offering Proceeds**” as defined in Section 2.9(i).

(b) Section 1.1 of the Existing Credit Agreement is hereby amended by amending and restating the definition of “Term Loan Maturity Date” in its entirety as follows:

“**Term Loan Maturity Date**” means the earlier of (i) May 15, 2024, and (ii) the date that the Term Loan shall become due and payable in full hereunder, whether by acceleration or otherwise.

(c) Section 2.9(c) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

“(c) Issuance of Equity Securities. No later than the third Business Day following receipt by Holdings of any Cash proceeds in excess of \$2,000,000 in any Fiscal Year from a capital contribution to, or the issuance of any Capital Stock of, Holdings or any of its Subsidiaries (other than (i) Capital Stock issued (A) pursuant to any employee stock or stock option compensation plan, (B) in connection with the Merger or the Amendment No. 1 Acquisition, (C) to fund a Permitted Acquisition or other permitted Investment or make Capital Expenditures or (D) for purposes approved in writing by Administrative Agent or (ii) capital contributions received in connection with ATM Offerings solely to the extent such contributions are applied in accordance with Section 2.9(i)), Borrower shall prepay the Term Loan in an aggregate amount equal to 100% of such proceeds, net of underwriting discounts and commissions and other reasonable costs and expenses associated therewith, in each case, paid to non-Affiliates, including reasonable legal fees and expenses.”

(d) Section 2.9 of the Existing Credit Agreement is hereby amended to add the following new clause (i) to the end of such Section:

“(i) No later than the third Business Day after the end of each Fiscal Quarter, commencing with the Fiscal Quarter ending June 30, 2022, the Borrower shall prepay the outstanding principal amount of the Term Loans in an aggregate principal amount equal to 50% of the net cash proceeds received by Parent in connection with any ATM Offerings (if any) during the applicable Fiscal Quarter most recently ended; provided that any net cash proceeds received in connection with any ATM Offering after the Amendment No. 5 Effective Date in excess of the amount required to be prepaid pursuant to this Section 2.9(i) for any applicable Fiscal Quarter (such proceeds “**Excess ATM Offering Proceeds**”) may be utilized for working capital or general corporate purposes of Holdings and its Subsidiaries, including for Investments and Permitted Acquisitions; provided further, with respect to the Fiscal Quarter ending June 30, 2022, only ATM Offerings occurring after the Amendment No. 5 Effective Date shall be subject to the mandatory prepayment in this Section 2.9(i).”

(e) Section 6.7(i) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

“(i) other Investments in an aggregate amount not to exceed at any time (i) \$5,000,000, plus (ii) an amount (not to exceed \$5,000,000) equal to the aggregate amount

of the capital contribution made by Parent to Holdings on or about the Amendment No. 5 Effective Date that has not been utilized for any other purposes, plus (iii) the amount of Excess ATM Offering Proceeds retained in such Fiscal Year that have not been utilized for any other purposes; and”

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. 5 Effective Date, the Administrative 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 a capital contribution to Holdings made on or about the Amendment No. 5 Effective Date in an aggregate amount equal to \$5,000,000 which shall be to be used for working capital or general corporate purposes of Holdings and its Subsidiaries, including for Investments and Permitted Acquisitions. 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 the Administrative 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. 5 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. 5 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 and Administrative Agent.

(b) On the Amendment No. 5 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. 5 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 that would constitute an Event of Default under the Existing Credit Agreement.

(c) 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.

(d) Administrative Agent shall have received from Borrower a prepayment of the Term Loan in an aggregate amount equal to \$20,000,000.

SECTION 6. Reference to and Effect on the Credit Agreement.

(a) Upon the Amendment No. 5 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. 5 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. 5 Effective Date, this Amendment shall constitute a Credit Document for all purposes of the Amended Credit Agreement.

SECTION 7. 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 8. 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 9. 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 10. 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 11. 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.

SECTION 12. Release. Borrower and each Credit Party hereby waive, release, remise and forever discharge Administrative Agent, Collateral Agent, Lead Arranger and Lenders whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law of any kind or character, known or unknown, which Borrower and any other Credit Party ever had, now has or might hereafter have against Administrative Agent, Collateral Agent, Lead Arranger or Lenders and each other Indemnitee arising from any event occurring on or prior to the date hereof which relates, directly or indirectly, to the Term Loan or the Credit Documents or any acts or omissions of Administrative Agent, Collateral Agent, Lead Arranger, Lenders or any other Indemnitee in respect of the Term Loan or the Credit Documents.

[Signature Pages Follow]



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

WAITR INC.

By: /s/ Carl Grimstad  
Name: Carl Grimstad  
Title: Chief Executive Officer

WAITR INTERMEDIATE HOLDINGS, LLC

By: /s/ Carl Grimstad  
Name: Carl Grimstad  
Title: Chief Executive Officer

BiteSquad.com, LLC

By: /s/ Carl Grimstad  
Name: Carl Grimstad  
Title: Chief Executive Officer

KASA Delivery Corporation

By: /s/ Carl Grimstad  
Name: Carl Grimstad  
Title: Chief Executive Officer

CDMX Holdings, LLC

By: /s/ Carl Grimstad  
Name: Carl Grimstad  
Title: Chief Executive Officer

Catering on Demand LLC

By: /s/ Carl Grimstad  
Name: Carl Grimstad  
Title: Chief Executive Officer

KASA Delivery, LLC

By: /s/ Carl Grimstad  
Name: Carl Grimstad  
Title: Chief Executive Officer

Delivery Logistics, LLC  
By: /s/ Carl Grimstad  
Name: Carl Grimstad  
Title: Chief Executive Officer

DUDE DELIVERY, LLC  
By: /s/ Carl Grimstad  
Name: Carl Grimstad  
Title: Chief Executive Officer

DUDE CANNABIS, LLC  
By: /s/ Carl Grimstad  
Name: Carl Grimstad  
Title: Chief Executive Officer

DDIT LLC  
By: /s/ Carl Grimstad  
Name: Carl Grimstad  
Title: Chief Executive Officer

HAVE FUN, LLC  
By: /s/ Carl Grimstad  
Name: Carl Grimstad  
Title: Chief Executive Officer

CAPE PAYMENTS, LLC  
By: /s/ Carl Grimstad  
Name: Carl Grimstad  
Title: Chief Executive Officer

LEAF ADVISORS, LLC  
By: /s/ Carl Grimstad  
Name: Carl Grimstad  
Title: Chief Executive Officer

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

By: /s/ Norris Nissim  
Name: Norris Nissim  
Title: General Counsel

LUXOR CAPITAL, LLC, as Lender  
By: Luxor Capital Group, LP,  
its Manager

By: /s/ Norris Nissim  
Name: Norris Nissim  
Title: General Counsel

**AMENDMENT NO. 5  
to  
CREDIT AGREEMENT**

This AMENDMENT NO. 5 TO CREDIT AGREEMENT (this "Amendment") is made as of May 9, 2022, 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 (i) that certain Amendment No. 1 to Credit Agreement dated as of January 17, 2019, (ii) that certain Amendment No. 2 to Credit Agreement dated as of May 21, 2019, (iii) that certain Amendment No. 3 to Credit Agreement dated as of July 15, 2020 and (iv) that certain Amendment No. 4 to Credit Agreement dated as of March 9, 2021), 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 requested that Lenders amend the Existing Credit Agreement so as to effectuate the amendments contemplated by Section 2 hereof; and

**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. 5 Effective Date (as defined below), as follows:

(a) Section 1.1 of the Existing Credit Agreement is hereby amended by adding the following defined terms in appropriate alphabetical order:

**"Amendment No. 5 Effective Date"** means May 9, 2022.

**"ATM Offering"** means any "at-the-market" public offerings of shares of common stock of Borrower.

**"Excess ATM Offering Proceeds"** as defined in Section 5.14.

(b) Section 1.1 of the Existing Credit Agreement is hereby amended by amending and restating the definition of "Term Loan Maturity Date" in its entirety as follows:

“**Term Loan Maturity Date**” means the earlier of (i) May 15, 2024, (ii) the date that the Term Loan shall become due and payable in full hereunder, whether by acceleration or otherwise and (iii) in the event that either (a) the registration statement for the resale of the shares of common stock underlying the Warrants and the Notes has not been filed within 30 days after the Closing Date, or (b) such registration statement is not effective within 180 days after the Closing Date, the date that is nine months after the first occurrence of either such event.

(c) Section 5 of the Existing Credit Agreement is hereby amended by adding the following new Section 5.14 at the end of such Section 5:

“5.14 **Proceeds from ATM Offerings.** No later than the third Business Day after the end of each Fiscal Quarter, commencing with the Fiscal Quarter ending June 30, 2022, Borrower shall contribute to Holdings (and Holdings shall in turn contribute to OpCo) an aggregate principal amount equal to 50% of the net cash proceeds received by Borrower in connection with any ATM Offering (if any) during the applicable Fiscal Quarter most recently ended, which shall be used for the prepayment of the Term Loans (as defined in the Credit and Guaranty Agreement) pursuant to the terms of the Credit and Guaranty Agreement; provided that any net cash proceeds received in connection with any ATM Offering after the Amendment No. 5 Effective Date in excess of the amount required to be prepaid pursuant to Section 2.9(i) of the Credit and Guaranty Agreement during the applicable Fiscal Quarter (such proceeds “**Excess ATM Offering Proceeds**”) may be utilized for working capital or general corporate purposes of Borrower and, to the extent contributed in accordance with Section 2.9(c)(ii) of the Credit and Guaranty Agreement, its Subsidiaries, including for Investments and Permitted Acquisitions; provided further, with respect to the Fiscal Quarter ending June 30, 2022, only ATM Offerings occurring after the Amendment No. 5 Effective Date shall be subject to the covenant in this Section 5.14.”

(d) Section 6.7(i) of the Existing Credit Agreement is hereby amended and restated in its entirety as follows:

“(i) other Investments in an aggregate amount not to exceed at any time (i) \$5,000,000, plus (ii) an amount (not to exceed \$5,000,000) equal to the aggregate amount of the capital contribution made by Borrower to Holdings on or about the Amendment No. 5 Effective Date that has not been utilized for any other purposes, plus (iii) the amount of Excess ATM Offering Proceeds retained in such Fiscal Year that have not been utilized for any other purposes; and”

SECTION 3. 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. 5 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 4. Conditions of Effectiveness. This Amendment shall become effective on and as of the date (such date, the “Amendment No. 5 Effective Date”) upon which all of the following conditions set forth in this Section 4 shall have been satisfied:

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

(b) On the Amendment No. 5 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. 5 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 that would constitute an Event of Default under the Existing Credit Agreement.

(c) 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 5. Reference to and Effect on the Credit Agreement.

(a) Upon the Amendment No. 5 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. 5 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. 5 Effective Date, this Amendment shall constitute a Credit Document for all purposes of the Amended Credit Agreement.

SECTION 6. 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 7. 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 8. 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 9. 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 10. 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.

SECTION 11. Release. Borrower hereby waives, releases, remises and forever discharges Administrative Agent, Lead Arranger and Lenders whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law of any kind or character, known or unknown, which Borrower ever had, now has or might hereafter have against Administrative Agent, Lead Arranger or Lenders and each other Indemnitee arising from any event occurring on or prior to the date hereof which relates, directly or indirectly, to the Term Loan or the Credit Documents or any acts or omissions of Administrative Agent, Lead Arranger, Lenders or any other Indemnitee in respect of the Term Loan or the Credit Documents.

[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/ Carl Grimstad  
Name: Carl Grimstad  
Title: Chief Executive Officer

LUXOR CAPITAL GROUP, LP as Administrative Agent and Lead Arranger

By: /s/ Norris Nissim  
Name: Norris Nissim  
Title: General Counsel

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

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