
**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 30, 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.

Item 1.01 Entry into a Material Definitive Agreement.

Amendment to Investment Management Trust Agreement

As previously announced, on May 30, 2018, Landcadia Holdings, Inc. (the “Company”) held a special meeting in lieu of annual meeting of stockholders (the “special meeting”). At the special meeting, the stockholders of the Company approved an amendment (the “Trust Amendment”) to the Investment Management Trust Agreement, made effective as of May 25, 2016, by and between the Company and Continental Stock Transfer & Trust Company (“Continental”), to extend the date on which Continental must liquidate the trust account established in connection with the Company’s initial public offering if the Company has not completed a business combination from June 1, 2018 to December 14, 2018. The Company and Continental entered into the Trust Amendment on May 31, 2018. A copy of the Trust Amendment is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Amendment to Underwriting Agreement

In connection with the Extension (as defined below), on May 31, 2018, the Company entered into an amendment (the “UA Amendment”) to the Underwriting Agreement, dated as of May 25, 2016, by and among the Company and Jefferies LLC and Deutsche Bank Securities Inc., as representatives of the underwriters (the “Underwriting Agreement”), pursuant to which all references in the Underwriting Agreement to the date by which the Company must complete a business combination have been replaced with references to December 14, 2018. A copy of the UA Amendment is attached hereto as Exhibit 10.2 hereto and incorporated herein by reference.

Amendments to Letter Agreements

Also in connection with the Extension, on May 31, 2018, the Company, Jefferies Financial Group Inc. (f/k/a Leucadia National Corporation) and Fertitta Entertainment, Inc. (together, the “Sponsors”) and each of Tilman J. Fertitta, Richard Handler, Richard H. Liem, Steven L. Scheinthal and Nicholas Daraviras (collectively, the “Founders”), entered into an amendment (the “Insider Letter Amendment”) to the letter agreement, dated as of May 25, 2016, among the Company, the Sponsors and the Founders (the “Insider Letter”) that provides that any references in the Insider Letter to the date by which the Company must complete a business combination are replaced with references to December 14, 2018. The Insider Letter Amendment is attached as Exhibit 10.3 hereto and incorporated herein by reference.

On May 31, 2018, the Company and Mark Kelly also entered into an amendment (the “Kelly Letter Amendment”) to the letter agreement, dated as of May 25, 2016, between the Company and Mr. Kelly (the “Kelly Letter”), that provides that any references in the Kelly Letter to the date by which the Company must complete a business combination are replaced with references to December 14, 2018. The Kelly Letter Amendment is attached as Exhibit 10.4 hereto and incorporated herein by reference.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Also as previously announced, at the special meeting the stockholders of the Company approved and adopted an amendment (the “Extension Amendment”) to the Company’s second amended and restated certificate of incorporation to extend the date by which the Company has to consummate a business combination from June 1, 2018 to December 14, 2018 (the “Extension”). A copy of the Extension Amendment is filed here Exhibit 3.1 hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
<u>3.1</u>	<u>Amendment to Second Amended and Restated Certificate of Incorporation of Landcadia Holdings, Inc.</u>
<u>10.1</u>	<u>Amendment No. 1 to Investment Management Agreement, dated as of May 31, 2018, by and between Landcadia Holdings, Inc. and Continental Stock Transfer & Trust Company.</u>
<u>10.2</u>	<u>Amendment to Underwriting Agreement, dated as of May 31, 2018, by and among Landcadia Holdings, Inc. and Jefferies LLC and Deutsche Bank Securities Inc., as representatives of the underwriters.</u>
<u>10.3</u>	<u>Amendment to Letter Agreement, dated as of May 31, 2018, by and among Landcadia Holdings, Inc., Jefferies Financial Group Inc., Fertitta Entertainment, Inc., Tilman J. Fertitta, Richard Handler, Richard H. Liem, Steven L. Scheinthal and Nicholas Daraviras.</u>
<u>10.4</u>	<u>Amendment to Letter Agreement, dated as of May 31, 2018, by and between Landcadia Holdings, Inc. and Mark Kelly.</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.

LANDCADIA HOLDINGS, INC.

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

Dated: June 1, 2018

**AMENDMENT
TO THE
SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
LANDCADIA HOLDINGS, INC.**

**Pursuant to Section 242 of the
Delaware General Corporation Law**

The undersigned, being a duly authorized officer of **LANDCADIA HOLDINGS, INC.** (the "Corporation"), a corporation existing under the laws of the State of Delaware, does hereby certify as follows:

1. The name of the Corporation is Landcadia Holdings, Inc.
2. The Corporation's original certificate of incorporation was filed with the Secretary of State of the State of Delaware on November 19, 2008 and was amended and restated on September 15, 2015 and further amended on October 1, 2015 (the "**Original Certificate**").
3. The second amended and restated certificate of incorporation, which restated and further amended the provisions of the Original Certificate, was filed with the Secretary of State of the State of Delaware on May 25, 2016 (the "**Amended and Restated Certificate**").
4. This Amendment to the Amended and Restated Certificate (this "**Amendment**") amends the Amended and Restated Certificate.
5. This Amendment was duly adopted by the affirmative vote of the holders of 65% of the stock entitled to vote at a meeting of stockholders in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.
6. The text of Section 9.1(b) is hereby amended and restated to read in full as follows:

"(b) Immediately after the Offering, a certain amount of the net offering proceeds received by the Corporation in the Offering (including the proceeds of any exercise of the underwriters' over-allotment option) and certain other amounts specified in the Corporation's registration statement on Form S-1, as initially filed with the Securities and Exchange Commission on April 28, 2016, as amended (the "**Registration Statement**"), shall be deposited in a trust account (the "**Trust Account**"), established for the benefit of the Public Stockholders (as defined below) pursuant to a trust agreement described in the Registration Statement. Except for the withdrawal of interest to pay franchise and income taxes, none of the funds held in the Trust Account (including the interest earned on the funds held in the Trust Account) will be released from the Trust Account until the earlier of (i) the completion of the initial Business Combination, (ii) the redemption of any Offering Shares (as defined below) as described in Section 9.7 and (iii) the redemption of 100% of the Offering Shares if the Corporation is unable to complete its initial Business Combination by December 14, 2018. Holders of shares of the Corporation's Common Stock included as part of the units sold in the Offering (the "**Offering Shares**") (whether such Offering Shares were purchased in the Offering or in the secondary market following the Offering and whether or not such holders are affiliates of Fertitta Entertainment, Inc. or Jefferies Financial Group Inc. (f/k/a Leucadia National Corporation) (collectively, the "**Sponsors**")) are referred to herein as "**Public Stockholders**."

7. The text of Section 9.2(d) is hereby amended and restated to read in full as follows:

“(d) In the event that the Corporation has not consummated a Business Combination by December 14, 2018, the Corporation shall (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten business days thereafter subject to lawfully available funds therefor, redeem 100% of the Offering Shares in consideration of a per-share price, payable in cash, equal to the quotient obtained by dividing (A) the aggregate amount then on deposit in the Trust Account, including interest not previously released to the Corporation to pay its franchise and income taxes (less up to \$50,000 of such net interest to pay dissolution expenses), by (B) the total number of then outstanding Offering Shares, which redemption will completely extinguish rights of the Public Stockholders (including the right to receive further liquidation distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the remaining stockholders and the Board in accordance with applicable law, dissolve and liquidate, subject in each case to the Corporation’s obligations under the DGCL to provide for claims of creditors and other requirements of applicable law.”

8. The text of Section 9.7 is hereby amended and restated to read in full as follows:

“Section 9.7 Additional Redemption Rights. If, in accordance with Section 9.1(a), any amendment is made to Section 9.2(d) that would affect the substance or timing of the Corporation’s obligation to redeem 100% of the Offering Shares if the Corporation has not consummated a Business Combination by December 14, 2018, the Public Stockholders shall be provided with the opportunity to redeem their Offering Shares upon the approval of any such amendment, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest not previously released to the Corporation to pay its franchise and income taxes, divided by the number of then outstanding Offering Shares. The Corporation’s ability to provide such opportunity is subject to the Redemption Limitation.”

IN WITNESS WHEREOF, I have signed this Amendment this 30th day of May, 2018.

/s/ Steven L. Scheinthal

Name: Steven L. Scheinthal

Title: Vice President, General Counsel and Secretary

[Signature Page to Amendment to Second Amended and Restated Certificate of Incorporation]

AMENDMENT NO. 1 TO INVESTMENT MANAGEMENT TRUST AGREEMENT

THIS AMENDMENT NO. 1 TO THE INVESTMENT MANAGEMENT TRUST AGREEMENT (this "**Amendment**") is made as of May 31, 2018, by and between Landcadia Holdings, Inc., a Delaware corporation (the "**Company**"), and Continental Stock Transfer & Trust Company, a New York corporation (the "**Trustee**"). Capitalized terms contained in this Amendment, but not specifically defined in this Amendment, shall have the meanings ascribed to such terms in the Original Agreement (as defined below).

WHEREAS, on June 1, 2016, the Company consummated an initial public offering (the "**Offering**") of units of the Company's equity securities, each such unit comprised of one share of the Company's Class A common stock, par value \$0.0001 per share ("**Common Stock**"), and one warrant, each warrant entitling the holder thereof to purchase one-half of one share of Class A Common Stock;

WHEREAS, the Company entered into an Underwriting Agreement with Deutsche Bank Securities Inc. and Jefferies LLC as representatives of the several underwriters named therein (the "**Underwriting Agreement**");

WHEREAS, \$250,000,000 of the gross proceeds of the Offering and sale of the Sponsor Warrants (as defined in the Underwriting Agreement) were delivered to the Trustee to be deposited and held in a segregated trust account located in the United States (the "**Trust Account**") for the benefit of the Company and the holders of the Company's Common Stock included in the Units issued in the Offering pursuant to the investment management trust agreement made effective as of May 25, 2016, by and between the Company and the Trustee (the "**Original Agreement**");

WHEREAS, the Company has sought the approval of its Public Stockholders at a meeting of its stockholders to: (i) extend the date before which the Company must complete a business combination from June 1, 2018 to December 14, 2018 (the "**Extension Amendment**") and (ii) extend the date on which the Trustee must liquidate the Trust Account if the Company has not completed a business combination from June 1, 2018 to December 14, 2018 (the "**Trust Amendment**");

WHEREAS, holders of at least sixty-five percent (65%) of the Company's outstanding shares of common stock approved the Extension Amendment and the Trust Amendment; and

WHEREAS, the parties desire to amend and restate the Original Agreement to, among other things, reflect amendments to the Original Agreement contemplated by the Trust Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. *Amendment of Trust Agreement.* Section 1(i) of the Original Agreement is hereby amended and restated in its entirety as follows:

"Commence liquidation of the Trust Account only after and promptly after (x) receipt of, and only in accordance with, the terms of a letter from the Company ("**Termination Letter**") in a form substantially similar to that attached hereto as either Exhibit A or Exhibit B signed on behalf of the Company by its Chief Executive Officer, President, Chief Financial Officer or a Co-Chairman of the board of directors (the "**Board**") or other authorized officer of the Company, and complete the liquidation of the Trust Account and distribute the Property in the Trust Account, including interest (which interest shall be net of any taxes payable and less up to \$50,000 of interest that may be released to the Company to pay dissolution expenses), only as directed in the Termination Letter and the other documents referred to therein, or (y) December 14, 2018, if a Termination Letter has not been received by the Trustee prior to such date, in which case the Trust Account shall be liquidated in accordance with the procedures set forth in the Termination Letter attached as Exhibit B and the Property in the Trust Account (less taxes payable and up to \$50,000 of interest that may be released to the Company to pay dissolution expenses) shall be distributed to the Public Stockholders of record as of such date; provided, however, that in the event the Trustee receives a Termination Letter in a form substantially similar to Exhibit B hereto, or if the Trustee begins to liquidate the Property because it has received no such Termination Letter by December 14, 2018, the Trustee shall keep the Trust Account open until twelve (12) months following the date the Property has been distributed to the Public Stockholders;"

2. *Miscellaneous Provisions.*

2.1. *Successors.* All the covenants and provisions of this Amendment by or for the benefit of the Company or the Trustee shall bind and inure to the benefit of their permitted respective successors and assigns.

2.2. *Severability.* This Amendment shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Amendment or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Amendment a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

2.3. *Applicable Law.* The validity, interpretation and performance of this Amendment shall be governed in all respects by the laws of the State of New York, without giving effect to conflict of laws.

2.4. *Counterparts.* This Amendment may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

2.5. *Effect of Headings.* The section headings herein are for convenience only and are not part of this Amendment and shall not affect the interpretation thereof.

2.6. *Entire Agreement.* The Original Agreement, as modified by this Amendment, constitutes the entire understanding of the parties and supersedes all prior agreements, understandings, arrangements, promises and commitments, whether written or oral, express or implied, relating to the subject matter hereof, and all such prior agreements, understandings, arrangements, promises and commitments are hereby canceled and terminated.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

Continental Stock Transfer & Trust Company, as Trustee

By: /s/ Francis E. Wolf, Jr
Name: Francis E. Wolf, Jr.
Title: Vice President

[Signature Page to Amendment No. 1 to Investment Management Trust Agreement]

Landcadia Holdings, Inc.

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

[Signature Page to Amendment No. 1 to Investment Management Trust Agreement]

May 31, 2018

Landcadia Holdings, Inc.
1510 West Loop South
Houston, Texas 77027

Re: Underwriting Agreement

Ladies and Gentlemen:

Reference is made to that certain Underwriting Agreement (the “**Underwriting Agreement**”), dated as of May 25, 2016, by and among Landcadia Holdings, Inc., a Delaware corporation (the “**Company**”), and Jefferies LLC and Deutsche Bank Securities Inc., as representatives (the “**Representatives**”) of the several underwriters named on Schedule A to the Underwriting Agreement (collectively, the “**Underwriters**”). Except as otherwise specifically provided herein, all capitalized terms used herein shall have the meanings ascribed to them in the Underwriting Agreement.

The Underwriting Agreement is hereby amended by this letter agreement (the “**Amendment**”), effective as of the date first listed above, as follows:

1. The following quoted language “by 24 months from the closing of the Offering” and “within 24 months from the closing of the Offering” in Section 3(bb) of the Underwriting Agreement are both hereby replaced with “by December 14, 2018.”
2. The following quoted language “within 24 months from the closing of the Offering” in Section 3(dd) of the Underwriting Agreement is hereby replaced with “by December 14, 2018.”

Except as expressly modified herein, all of the terms of the Underwriting Agreement shall remain in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same Amendment.

This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed in such state. Any legal suit, action or proceeding arising out of or based upon this Amendment or the transactions contemplated hereby may be instituted in the federal courts of the United States of America located in the Borough of Manhattan in the City of New York or the courts of the State of New York in each case located in the Borough of Manhattan in the City of New York (collectively, the “**Specified Courts**”), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court, as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party’s address set forth above shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

[Signature Page Follows]

If the foregoing is in accordance with your understanding of our agreement, kindly indicate your acceptance in the space provided for that purpose below, whereupon it will become a binding agreement among the Company and the several Underwriters in accordance with its terms.

Very truly yours,

LANDCADIA HOLDINGS, INC.

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

The foregoing Amendment
is hereby confirmed and accepted as
of the date first above written.

JEFFERIES LLC

DEUTSCHE BANK SECURITIES INC.

Acting individually and as Representatives
of the several Underwriters named in
Schedule A of the Underwriting Agreement.

JEFFERIES LLC

By: /s/ Michael A. Bauer
Name: Michael A. Bauer
Title: Managing Director

DEUTSCHE BANK SECURITIES INC.

By: /s/ Ravi Raghunathan
Name: Ravi Raghunathan
Title: Director

By: /s/ Mahesh Srinivasan
Name: Mahesh Srinivasan
Title: Managing Director

May 31, 2018

Landcadia Holdings, Inc.
1510 West Loop South
Houston, Texas 77027

Re: Letter Agreement Dated as of May 25, 2016

Ladies and Gentlemen:

Reference is made to that certain letter (the "**Letter Agreement**"), dated as of May 25, 2016, among Landcadia Holdings, Inc., a Delaware corporation (the "**Company**"), Fertitta Entertainment, Inc. (the "**FEI Sponsor**"), Jefferies Financial Group Inc. (f/k/a Leucadia National Corporation) (together with the FEI Sponsor, the "**Sponsors**"), and each of Tilman J. Fertitta, Richard Handler, Richard H. Liem, Steven L. Scheinthal and Nicholas Daraviras (each, an "**Founder**" and collectively, the "**Founders**"), that was delivered in accordance with the Underwriting Agreement, dated May 25, 2016, among the Company, Jefferies LLC and Deutsche Bank Securities, Inc., as representatives of the several underwriters, relating to the Company's initial public offering (the "**IPO**").

On May 30, 2018, the Company received approval of its stockholders to (i) amend the Company's second amended and restated certificate of incorporation to extend the date by which the Company must consummate an initial business combination from June 1, 2018 to December 14, 2018 and (ii) amend the Investment Management Trust Agreement, made effective as of May 25, 2016, by and between the Company and Continental Stock Transfer & Trust Company ("**Continental**"), to extend the date on which Continental must liquidate the trust account established in connection with the IPO if the Company has not completed a business combination from June 1, 2018 to December 14, 2018.

This letter (this "**Amendment**") amends the Letter Agreement to provide that December 14, 2018 is the date by which the Company must complete a business combination or cease all operations and redeem shares of its common stock in accordance with the Company's amended and restated certificate of incorporation.

In acknowledgment and consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sponsors and the Founders hereby agree with the Company as follows:

1. The Letter Agreement is hereby amended by deleting the numbered item 2 in its entirety and replacing it with the following:

"Each Sponsor and each Founder hereby agrees that in the event that the Company fails to consummate a Business Combination (as defined in paragraph 11 hereof) by December 14, 2018 or such later period approved by the Company's stockholders in accordance with the Company's second amended and restated certificate of incorporation, each Sponsor and each Founder shall take all reasonable steps to cause the Company to (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than 10 business days thereafter, redeem 100% of the Common Stock sold as part of the Units in the Public Offering (the "Offering Shares"), at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account (as defined in paragraph 11 hereof), including interest (less taxes payable and up to \$50,000 of interest to pay dissolution expenses), divided by the number of then outstanding public shares, which redemption will completely extinguish all Public Stockholders' rights as stockholders (including the right to receive further liquidation distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the Company's remaining stockholders and the Company's board of directors, dissolve and liquidate, subject in each case to the Company's obligations under Delaware law to provide for claims of creditors and other requirements of applicable law. Each Sponsor and each Founder agrees to not propose any amendment to the Company's second amended and restated certificate of incorporation that would affect the substance or timing of the Company's obligation to redeem 100% of the Offering Shares if the Company does not complete a Business Combination by December 14, 2018, unless the Company provides its public stockholders with the opportunity to redeem their shares of Common Stock upon approval of any such amendment at a per share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account including interest earned on the funds held in the Trust Account (which interest shall be net of taxes payable), divided by the number of then outstanding public shares.

Each Sponsor and each Founder acknowledges that it or he has no right, title, interest or claim of any kind in or to any monies held in the Trust Account or any other asset of the Company as a result of any liquidation of the Company with respect to the Founder Shares. Each Sponsor and each Founder hereby further waives, with respect to any Founder Shares or shares of Common Stock held by it or him, any redemption rights it or he may have in connection with a stockholder vote to amend the Company's second amended and restated certificate of incorporation to modify the substance or timing of the Company's obligation to redeem 100% of the shares of Common Stock if the Company does not complete a Business Combination by December 14, 2018. Each Sponsor and each Founder hereby further waives, with respect to any Founder Shares or any shares of Common Stock held by it or him, any redemption rights it or he may have in connection with the consummation of a Business Combination, including, without limitation, any such rights available in the context of a stockholder vote to approve such Business Combination or in the context of a tender offer made by the Company to purchase shares of Common Stock (although the Sponsors and the Founders shall be entitled to redemption and liquidation rights with respect to any shares of Common Stock it or they hold if the Company fails to consummate a Business Combination by December 14, 2018)."

2. The Letter Agreement is hereby amended by deleting paragraph (a) of numbered item 6 in its entirety and replacing it with the following:

"Each of the Sponsors and each Founder hereby agrees not to participate in the formation of, or become an officer or director of, any other blank check company unless and until the Company has entered into a definitive agreement with respect to a Business Combination or the Company has failed to complete a Business Combination by December 14, 2018."

3. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereto (i) all agree that any action, proceeding, claim or dispute arising out of, or relating in any way to, this Amendment shall be brought and enforced in the courts of New York City, in the State of New York, and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and (ii) waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.

4. This Amendment may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

[Signature Page Follows]

The remaining provisions of the Letter Agreement are otherwise restated and incorporated herein.

Sincerely,

FERTITTA ENTERTAINMENT, INC.

By: /s/ Steven L. Scheinthal

Name: Steven L. Scheinthal

Title: Vice President

JEFFERIES FINANCIAL GROUP INC.

By: /s/ Michael J. Sharp

Name: Michael J. Sharp

Title: Executive Vice President & General Counsel

/s/ Tilman J. Fertitta

Tilman J. Fertitta

/s/ Richard Handler

Richard Handler

/s/ Richard H. Liem

Richard H. Liem

/s/ Steven L. Scheinthal

Steven L. Scheinthal

/s/ Nicholas Daraviras

Nicholas Daraviras

Acknowledged and Agreed:

LANDCADIA HOLDINGS, INC.

By: /s/ Steven L. Scheinthal

Name: Steven L. Scheinthal

Title: Vice President

May 31, 2018

Landcadia Holdings, Inc.
1510 West Loop South
Houston, Texas 77027

Re: Letter Agreement Dated as of May 25, 2016

Gentlemen:

Reference is made to that certain letter (the "**Letter Agreement**"), dated as of May 25, 2016, by and between Landcadia Holdings, Inc., a Delaware corporation (the "**Company**"), and Mark Kelly, that was delivered in accordance with the Underwriting Agreement, dated May 25, 2016, among the Company, Jefferies LLC and Deutsche Bank Securities, Inc., as representatives of the several underwriters, relating to the Company's initial public offering (the "**IPO**").

On May 30, 2018, the Company received approval of its stockholders to (i) amend the Company's second amended and restated certificate of incorporation to extend the date by which the Company must consummate an initial business combination from June 1, 2018 to December 14, 2018 and (ii) amend the Investment Management Trust Agreement, made effective as of May 25, 2016, by and between the Company and Continental Stock Transfer & Trust Company ("**Continental**"), to extend the date on which Continental must liquidate the trust account established in connection with the IPO if the Company has not completed a business combination from June 1, 2018 to December 14, 2018.

This letter (this "**Amendment**") amends the Letter Agreement to provide that December 14, 2018 is the date by which the Company must complete a business combination or cease all operations and redeem shares of its common stock in accordance with the Company's amended and restated certificate of incorporation.

In acknowledgment and consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mr. Kelly hereby agrees with the Company as follows:

1. The Letter Agreement is hereby amended by deleting the numbered item 2 in its entirety and replacing it with the following:

"The undersigned hereby agrees that in the event that the Company fails to consummate a Business Combination (as defined in paragraph 9 hereof) by December 14, 2018 or such later period approved by the Company's stockholders in accordance with the Company's second amended and restated certificate of incorporation, he or she shall take all reasonable steps to cause the Company to (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than 10 business days thereafter, redeem 100% of the Common Stock sold as part of the Units in the Public Offering (the "Offering Shares"), at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account (as defined in paragraph 9 hereof) including interest (less taxes payable and up to \$50,000 of interest to pay dissolution expenses), divided by the number of then outstanding Offering Shares, which redemption will completely extinguish all Public Stockholders' rights as stockholders (including the right to receive further liquidation distributions, if any), subject to applicable law, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the Company's remaining stockholders and the Company's board of directors, dissolve and liquidate, subject in each case to the Company's obligations under Delaware law to provide for claims of creditors and other requirements of applicable law. The undersigned agrees that he or she will not propose any amendment to the Company's second amended and restated certificate of incorporation that would affect the substance or timing of the Company's obligation to redeem 100% of the Offering Shares if the Company does not complete a Business Combination by December 14, 2018, unless the Company provides its public stockholders with the opportunity to redeem their shares of Common Stock upon approval of any such amendment at a per share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account including interest (which interest shall be net of taxes payable), divided by the number of then outstanding Offering Shares.

The undersigned acknowledges that he or she has no right, title, interest or claim of any kind in or to any monies held in the Trust Account or any other asset of the Company as a result of any liquidation of the Company with respect to the Founder Shares. The undersigned hereby further waives, with respect to any Founder Shares or shares of Common Stock held by him or her, any redemption rights he or she may have in connection with a stockholder vote to amend the Company's second amended and restated certificate of incorporation to modify the substance or timing of the Company's obligation to redeem 100% of the shares of Common Stock if the Company does not complete a Business Combination by December 14, 2018. The undersigned hereby further waives, with respect to any Founder Shares or shares of Common Stock held by him or her, any redemption rights he or she may have in connection with the consummation of a Business Combination, including, without limitation, any such rights available in the context of a stockholder vote to approve such Business Combination or in the context of a tender offer made by the Company to purchase shares of Common Stock. The undersigned shall be entitled to redemption and liquidation rights with respect to any shares of Common Stock he or she holds if the Company fails to consummate a Business Combination by December 14, 2018."

2. The Letter Agreement is hereby amended by deleting paragraph (a) of numbered item 4 in its entirety and replacing it with the following:

“The undersigned hereby agrees not to participate in the formation of, or become an officer or director of, any other blank check company that unless and until the Company has entered into a definitive agreement with respect to a Business Combination or the Company has failed to complete a Business Combination by December 14, 2018.”

3. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereto (i) agree that any action, proceeding, claim or dispute arising out of, or relating in any way to, this Amendment shall be brought and enforced in the courts of New York City, in the State of New York, and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and (ii) waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.

4. This Amendment may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

[Signature Page Follows]

The remaining provisions of the Letter Agreement are otherwise restated and incorporated herein.

Sincerely,

/s/ Mark Kelly
Mark Kelly

Acknowledged and Agreed:

LANDCADIA HOLDINGS, INC.

By: /s/ Steven L. Scheinthal

Name: Steven L. Scheinthal

Title: Vice President
