
**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 17, 2022 (May 12, 2022)

WAITR 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.)

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)

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
Common Stock, Par Value \$0.0001 Per Share	WTRH	The Nasdaq Stock Market LLC

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

Conversion Agreement

On May 13, 2022, Waitr Holdings Inc. (the “Company”), various lenders party thereto, and Luxor Capital Group, L.P. (“Luxor”) entered into a conversion agreement (the “Conversion Agreement”). Pursuant to the Conversion Agreement, the lenders agreed to convert \$750,000 of the outstanding principal amount of the notes issued pursuant to the existing credit agreement dated as of November 15, 2018, as amended (the “Credit Agreement”), into shares of Company common stock at a conversion rate of 5,882 shares of Company common stock per \$1,000 principal amount of the notes (the “Conversion Shares”).

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

Amendment No. 6 to Credit Agreement

On May 12, 2022, the Company, various lenders party thereto and Luxor entered into Amendment No. 6 to the Credit Agreement (the “Credit Agreement Amendment”). The Credit Agreement Amendment provides that subsequent to the payment in full of the term loan outstanding under the existing credit and guaranty agreement dated as of November 15, 2018, as amended (the “Credit and Guaranty Agreement”), on a quarterly basis, 50% of the proceeds of any future at-the-market public common stock issuances received by the Company will be applied to prepayment of the term loans under the Credit Agreement.

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 3.02 Unregistered Sales of Equity Securities.

The disclosure set forth under the sub-header “Conversion Agreement” in Item 1.01 above is incorporated herein by reference.

The exchange of the Conversion Shares for the notes will be made pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Conversion Agreement dated as of May 13, 2022, by and among Waitr Holdings Inc., the lenders party thereto and Luxor Capital Group, LP
10.2	Amendment No. 6 to Credit Agreement dated May 12, 2022 by and among Waitr Holdings Inc., various lenders thereto, and Luxor Capital Group, LP
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 17, 2022

By: /s/ Thomas C. Pritchard

Name: Thomas C. Pritchard

Title: General Counsel

CONVERSION AGREEMENT

This CONVERSION AGREEMENT (this "Agreement") is made as of May 13, 2022 by and among WAITR HOLDINGS INC., a Delaware corporation (the "Borrower"), the LENDERS (as defined herein) and LUXOR CAPITAL GROUP, LP ("Luxor LP").

WHEREAS, the Borrower, Luxor LP, as administrative agent and lead arranger (in such capacities, the "Administrative Agent"), and the lenders party thereto (the "Lenders") are parties 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 (the "Credit Agreement");

WHEREAS, in order to induce the Lenders to convert a portion of the convertible promissory notes issued pursuant to the Credit Agreement (the "Convertible Notes"), the Borrower has agreed that the Lenders will be permitted to convert on such date or dates provided below a portion of the outstanding principal amount of the Convertible Notes in the amount of \$750,000 into shares of Common Stock at a Conversion Rate of 5,882 shares of Common Stock per \$1,000 principal amount of the Convertible Notes (the "Waiver Conversion Rate"), calculated based on a per share price equal to \$0.17, notwithstanding the Conversion Rate currently in effect pursuant to the terms of the Convertible Notes in accordance with Section 3 of the Convertible Notes; and

WHEREAS, the conversion of the Convertible Notes into Conversion Shares provided for hereunder is being made in reliance upon the exemption from registration provided by section 3(a)(9) of the Securities Act of 1933, as amended.

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, the Borrower, the Administrative Agent, and the 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 Credit Agreement, as applicable.

SECTION 2. Term Loan Maturity Date; Conversion of Convertible Notes.

(a) Notwithstanding the Conversion Rate in effect pursuant to the terms of the Convertible Notes, the Borrower hereby agrees to permit the Lenders to, and the Lenders hereby agree to, convert the Convertible Notes in a principal amount equal to \$750,000 (the "Conversion Amount") at the Waiver Conversion Rate in accordance with Section 3 of the Convertible Notes (such Common Stock to be issued thereby, the "Conversion Shares") on the Effective Date. It is understood and agreed by the parties that the conversion of the Convertible Notes provided for hereunder shall have the effect of lowering the principal amount of the Convertible Notes in an amount equal to the principal of the Convertible Notes so converted into Conversion Shares.

SECTION 3. Representations and Warranties of the Borrower. By its execution and delivery of this Agreement, Borrower hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Credit Agreement (which are incorporated herein by this reference, *mutatis mutandis*) are true and correct in all material respects on and as of the 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. The Conversion Shares shall be delivered, and the principal amount of the Convertible Notes outstanding shall be lowered, on and as of the date (such date, the “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 Agreement duly executed by each Credit Party, Borrower, and the Lenders constituting the Required Lenders and the Administrative Agent.

(b) Receipt by the Borrower of an executed notice of conversion form attached hereto as Exhibit A and the form of undertaking attached hereto as Exhibit B.

(c) On the Effective Date after giving effect to this Agreement, (i) each of the representations and warranties contained in Section 4 of the Credit Agreement are true and correct in all material respects on and as of the 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, and (ii) no event shall have occurred and be continuing or would result from the consummation of this Agreement that would constitute an Event of Default under the Credit Agreement.

SECTION 5. Credit Document. The parties hereto acknowledge and agree that, on and after the Effective Date, this Agreement shall constitute a Credit Document for all purposes of the Credit Agreement.

SECTION 6. Reference to and Effect on the Credit Agreement. The Credit Agreement and 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 Agreement shall be deemed to constitute a waiver by the Administrative Agent or any Lender of any Default or Event of Default, nor constitute a waiver of any provision of this Agreement, the 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 Agreement, Credit Documents or applicable law. Upon the Effective Date, this Agreement, the 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.

SECTION 7. Governing Law. This Agreement 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 Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

SECTION 9. Counterparts. This Agreement 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 Agreement 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 Agreement.

SECTION 10. Reaffirmation. Borrower hereby ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under the Credit Agreement (after giving effect hereto). The Borrower hereby consents to this Agreement and each of the transactions contemplated hereby and acknowledges that the Credit Agreement (as amended through and including the date hereof) remains in full force and effect and is hereby ratified and reaffirmed.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement 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

Signature Page to Conversion Agreement

LUXOR CAPITAL PARTNERS, LP, as Lender
By: Luxor Capital Group, LP,
its 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,
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By: /s/ Norris Nissim
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By: Luxor Capital Group, LP,
its 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 Manager

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

Signature Page to Conversion Agreement

Exhibit A
WAITR HOLDINGS INC.
NOTICE OF CONVERSION FORM

To Waitr General Counsel:

The undersigned hereby irrevocably elects to exercise the right of conversion represented by the within Note ("Note") pursuant to this Notice of Conversion form ("Conversion Notice") for \$_____ of the principal amount of the Note ("Conversion Amount") to be converted into shares of Common Stock ("Conversion Shares") as provided for therein, and requests that certificates for the Conversion Shares be issued as follows:

Name

Address

Federal Tax ID or Social Security No.

and delivered by: (certified mail to the above address, or electronically (provide DWAC instructions:

_____), or

other

(specify).

and, if the Conversion Amount shall not be all of the principal outstanding amount of the Note, that a new Note for the balance of the principal amount be registered in the name of the undersigned Holder or the undersigned's assignee as below indicated and delivered to the address stated below.

Notwithstanding anything to the contrary contained herein, this Conversion Notice shall constitute a representation by the Holder of the Note submitting this Conversion Notice that, after giving effect to the conversion provided for in this Conversion Notice, such Holder (together with its Affiliates) will not have beneficial ownership (together with the beneficial ownership of such person's Affiliates) of a number of shares of Common Stock which exceeds 9.99% of the total outstanding shares of Common Stock as determined pursuant to the provisions of this Note. In determining whether the Holder (together with its Affiliates) will not have beneficial ownership (together with the beneficial ownership of the Holder's Affiliates) of a number of shares of Common Stock which exceeds 9.99%, the Company may rely on the above representation and warranty of the Holder.

Dated: _____, _____

Note: The signature must correspond with the name of the Holder as written on the first page of this Note in every particular, without alteration or enlargement or any change whatever, unless this Note has been assigned.

Signature: _____

Name (please print)

Address

Federal Identification or
Social Security No.

Assignee:

Exhibit B
FORM OF UNDERTAKING

The undersigned (the "Shareholder") is delivering this certificate to Waitr Holdings Inc., a Delaware company (the "Company"), in connection with the Shareholder's request to remove the transfer restriction legends under the Securities Act of 1933, as amended (the "Securities Act"), from certificates or book-entry notations with respect to _____ shares of common stock, par value \$.0001 per share (the "Shares"), of the Company, issued in in the name of the Shareholder.

The Shareholder hereby covenants to the Company that the Shareholder will transfer the Shares only (a) pursuant to Rule 144 promulgated under the Securities Act, (b) in a transaction otherwise exempt from the registration requirements of the Securities Act if the transferee executes and delivers to the Company a certificate in the form of this certificate prior to or concurrently with such transfer or (c) an effective registration statement.

Any notice to the Shareholder pursuant to paragraph 1 above shall be delivered orally, by email, fax or overnight or standard postal delivery to:

[Address]
[Telephone]
[Facsimile]
[Email]

The Shareholder further covenants to provide the Company with any update to the Shareholder's contact information set forth above to the extent necessary for purposes of any notification to be delivered to the Shareholder hereunder. Any such notice shall be delivered via email to [] and [].

The Company's legal counsel is authorized to rely on this certificate for purposes of preparing and delivering any legal opinion(s) required in connection with the removal of the transfer restriction legends from the Shares.

Very truly yours,

Name of Shareholder: _____
Signature: _____
Name of Signatory: _____
Title of Signatory: _____

**AMENDMENT NO. 6
to
CREDIT AGREEMENT**

This AMENDMENT NO. 6 TO CREDIT AGREEMENT (this "Amendment") is made as of May 12, 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, (iv) that certain Amendment No. 4 to Credit Agreement dated as of March 9, 2021 and (v) that certain Amendment No. 5 to Credit Agreement dated as of May 9, 2022), 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. 6 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. 6 Effective Date" means May 12, 2022.

(b) Section 2.11 of the Existing Credit Agreement is hereby amended by amending and restating Section 2.11 in its entirety as follows:

2.11. Mandatory Prepayment. No later than the third Business Day after the end of each Fiscal Quarter, commencing with the first such date to occur on or after the Facility Termination Date (as defined in the Credit and Guaranty Agreement), 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 Borrower in connection with any ATM Offerings (if any) during the applicable Fiscal Quarter most recently ended; provided that the initial prepayment required to be made pursuant to this Section 2.11 shall be an amount equal to the difference between (x) 50% of the net cash proceeds received by Borrower in connection with any ATM Offerings (if any) during the applicable Fiscal Quarter most recently ended *minus* (y) the aggregate amount of such net cash proceeds applied to prepay the Term Loans (as defined in the Credit and Guaranty Agreement) pursuant to Section 2.9(i) of the Credit and Guaranty Agreement for such applicable Fiscal Quarter; provided further that (i) any Excess ATM Offering Proceeds may be utilized for working capital or general corporate purposes of Borrower and its Subsidiaries, including for Investments and Permitted Acquisitions and (ii) 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 2.11.

(c) Section 5.14 of the Existing Credit Agreement is hereby amended by amending and restating Section 5.14 in its entirety as follows:

5.14 Proceeds from ATM Offerings. Until the Facility Termination Date (as defined in the Credit and Guaranty Agreement), 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 and/or Section 2.11 hereof, in each case, during the applicable Fiscal Quarter (such proceeds “**Excess ATM Offering Proceeds**”) may be utilized for working capital or general corporate purposes of Borrower and, prior to the Facility Termination Date (as defined in the Credit and Guaranty Agreement), 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.

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. 6 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. 6 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. 6 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. 6 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. 6 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. 6 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. 6 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

Signature Page to
Amendment No. 6 to Credit Agreement

LUXOR CAPITAL GROUP, LP as Administrative Agent and Lead Arranger

By: /s/ Norris Nissim

Name: Norris Nissim

Title: General Counsel

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Amendment No. 6 to Credit Agreement

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

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Name: Norris Nissim
Title: General Counsel

LUXOR CAPITAL PARTNERS OFFSHORE MASTER FUND, LP, as Lender
By: Luxor Capital Group, LP,
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