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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **August 9, 2017 (August 7, 2017)**

CHANTICLEER HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

000-29507

(Commission
File Number)

20-2932652

(IRS Employer
Identification No.)

**7621 Little Avenue, Suite 414
Charlotte, North Carolina 28226**
(Address of principal executive offices)

Registrant's telephone number, including area code: **(704) 366-5122**

N/A

(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))
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Item 1.01 Entry into a Material Definitive Agreement

On August 7, 2017, Chanticleer entered into an amendment to the Securities Purchase Agreement dated May 4, 2017 (“SPA”) with all purchasers party thereto to amend the board designee provision of the SPA in the manner required to comply with Listing Rule 5640 of the NASDAQ Stock Market. The SPA was amended to provide, until the purchasers, in the aggregate, hold debentures in the principal amount less than \$1,500,000, the purchasers will have the right to appoint a board designee to the Company’s board of directors. Thereafter, until such time that the purchasers no longer hold the debentures, the purchasers will have the right to designate one non-voting observer to attend meetings of the board of directors as an observer. The principal amount outstanding under the debentures, as of the date hereof, is \$6,000,000.

Item 8.01 Other Events

On August 7, 2017 (“Closing Date”), Chanticleer Holdings, Inc., a Delaware corporation (“Chanticleer” or the “Company”) entered into an amendment to that certain warrant issued May 4, 2017 to holder Larry S. Spitcaufsky, Trustee of Larry Spitcaufsky Family Trust UTD 1-19-88, increasing the holder’s beneficial ownership limitation from 4.99% to 19.99%. The holder (with its affiliates and any other persons acting as a group together with the holder or its affiliates) may acquire up to 400,000 shares of common stock at \$3.50 per share, exercisable commencing November 4, 2017. The beneficial ownership limitation is calculated based on the number of shares of common stock outstanding immediately after giving effect to the issuance of shares issuable upon exercise of the warrant.

The foregoing descriptions of the agreements in Items 1.01 and 8.01 do not purport to be complete and are qualified in their entirety by reference to the full text of such agreements, which are filed as Exhibits 4.1 and 10.1 hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.1	Amendment to Warrant dated April 7, 2017 by and between Chanticleer Holdings, Inc., and Larry S. Spitcaufsky, Trustee of Larry Spitcaufsky Family Trust UTD 1-19-88
10.1	Amendment to Securities Purchase Agreement by and between Chanticleer Holdings, Inc. and purchasers executed August 7, 2017

SIGNATURES

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 duly authorized.

Chanticleer Holdings, Inc.,
a Delaware corporation
(Registrant)

Date: August 9, 2017

By: /s/ Michael D. Pruitt
Name: Michael D. Pruitt
Title: Chief Executive Officer

AMENDMENT TO WARRANT

This Amendment to Warrant (the "Amendment") is entered into and effective as of August 7, 2017 (the "Effective Date"), by and between CHANTICLEER HOLDINGS, INC., a Delaware corporation ("Chanticleer") and Larry S. Spitcaufsky, Trustee of Larry Spitcaufsky Family Trust UTD 1-19-88 (the "Holder").

WHEREAS, the parties entered into that certain Securities Purchase Agreement dated May 4, 2017 ("Agreement") for the purchase of a Debenture and Warrant to purchase Common Stock (on a pre-split basis) in Chanticleer; and

WHEREAS, the parties desire to amend the terms of the Warrant to increase the Holder's exercise limitation.

NOW, THEREFORE, in consideration of the mutual promises, conditions, representations and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto have mutually agreed as follows:

1. The foregoing recitals are true and correct and incorporated herein. Any capitalized term not defined herein shall have the same meaning as set forth in the Agreement and Warrant.
 2. The number of Warrant Shares issuable upon exercise of the Warrant is hereby reduced to 400,000 Warrant Shares to reflect the one for ten reverse stock split of Chanticleer effected on May 17, 2017.
 3. The Exercise Price per share of the Common Stock under the Warrant is \$3.50, subject to adjustment as provided in the Warrant.
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4. Section 2(e) of the Warrant is superseded and replaced in its entirety with the following provision:

“Holder’s Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder’s Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder’s Affiliates (such Persons, “Attribution Parties”)), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder’s determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(e), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company’s most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The “Beneficial Ownership Limitation” shall be 19.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.”

5. Except as set forth herein, all other terms and conditions contained in the Warrant that are not changed, amended or modified through this Amendment shall remain unchanged and in full force and effect.

6. In the case of conflict between the provisions of the Warrant, on the one hand, and this Amendment on the other hand, the provisions of this Amendment will prevail.

7. This Amendment may be executed in counterparts, each of which, when so executed and delivered, shall be deemed an original, but both counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or in electronic (i.e., "pdf") format shall be effective as delivery of a manually executed counterpart signature page.

IN WITNESS WHEREOF, this Amendment has been duly executed by or on behalf of each of the parties as of the date first written above.

CHANTICLEER HOLDINGS INC.,
a Delaware corporation

By: /s/ Michael D. Pruitt
Name: Michael D. Pruitt
Its: Chief Executive Officer

**LARRY S. SPITCAUFISKY, TRUSTEE OF
LARRY SPITCAUFISKY FAMILY TRUST
UTD 1-19-88**

By: /s/ Larry S. Spitcaufsky
Name: Larry S. Spitcaufsky
Its: Trustee

AMENDMENT TO SECURITIES PURCHASE AGREEMENT

This Amendment ("Amendment") amends that certain Securities Purchase Agreement dated May 4, 2017 ("SPA") by and between CHANTICLEER HOLDINGS, INC., a Delaware corporation ("Chanticleer") and the Purchasers signatory thereto. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the SPA.

WHEREAS, Chanticleer and the Purchasers desire to amend and replace Section 4.17 of the SPA in the manner hereinafter set forth in order to comply with Listing Rule 5640 of the NASDAQ Stock Market.

NOW, THEREFORE, in consideration of the mutual promises, conditions, representations and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto have mutually agreed as follows:

1. The foregoing recital is true and correct and incorporated herein.
2. Section 4.17 of the SPA is hereby amended to read, in its entirety, as follows:

"Board of Directors. Contemporaneous with the Closing (or, if requested by the Purchasers, at the earliest practical date after the date hereof), the Company shall appoint one director selected by Purchasers holding a majority in interest of the Debentures (the "Board Appointee") to the Board of Directors. Within 3 Trading Days after such appointment the Company shall provide the Purchasers evidence of such appointment by copies of all of the necessary corporate actions required to be taken by the Company in accordance to its certificate or articles of incorporation, bylaws or other organizational or charter documents and in accordance with the laws of the State of Delaware. Furthermore, from the date hereof until the Purchasers, in the aggregate, hold Debentures in the principal amount less than \$1,500,000 (the "Appointment Period"), the Purchasers shall have the right, but not the obligation, to appoint the Board Appointee to the Board of Directors and Purchasers holding a majority in interest of the Debentures may terminate such right by providing written notice to the Company. The Company agrees that it shall have its Board of Directors or nominating committee, if it has one, re-nominate Board Appointee as a director pursuant to this Section 4.17 and to recommend to the Company's stockholders that that they vote "for" such nominee, and that all proxies given to management are voted in favor of such nominee. Upon expiration of the Appointment Period and until such time that the Purchasers no longer hold the Debentures, the Purchasers shall have the right, but not the obligation, to designate one (1) non-voting observer to attend meetings of the Board of Directors as an observer. The observer shall be entitled to notice of all meetings of the Board of Directors, in the manner that notice is provided to members of the Board of Directors, shall be entitled to receive all materials provided to members of the Board of Directors, at the same time as provided to members of the Board of Directors and shall be entitled to attend (whether in person, by telephone, or otherwise) all meetings of the Board of Directors as a non-voting observer."

3. Except as set forth herein, all other terms and conditions contained in the Agreement that are not changed, amended or modified through this Amendment shall remain unchanged and in full force and effect.
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4. In the case of conflict between the provisions of the SPA and/or other Transaction Documents, on the one hand, and this Amendment on the other hand, the provisions of this Amendment will prevail.

5. This Amendment may be executed in counterparts, all of which, when so executed and delivered, shall be deemed an original, but all counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or in electronic (i.e., "pdf") format shall be effective as delivery of a manually executed counterpart signature page.

IN WITNESS WHEREOF, this Amendment has been duly executed by or on behalf of each of the parties.

CHANTICLEER HOLDINGS INC.,
a Delaware corporation

By: /s/ Michael D. Pruitt
Name: Michael D. Pruitt
Its: Chief Executive Officer

**AGREED AND ACCEPTED:
PURCHASERS:**

Douglas S. Ramer

/s/ Douglas S. Ramer
Douglas S. Ramer

Elevado Investment Company, LLC

/s/ Bryan Ezralow
By: Bryan Ezralow, as Trustee of the
EzralowFamily Trust U/T/D/ 12.09.1980
Its: Manager and Member

EMSE, LLC

/s/ Bryan Ezralow
By: Bryan Ezralow as Trustee of Bryan Ezralow
1994 Trust U/T/D 12.22.1994
Its: Manager and Member

Freedman 2006 Irrevocable Trust U/T/D 12.27.2006

/s/ Gary E. Freedman
By: Gary E. Freedman
Its: Trustee

Freedman Family Trust U/T/D 5.25.1982

/s/ Gary E. Freedman
By: Gary E. Freedman
Its: Trustee

**Larry S. Spitcaufsky, Trustee of Larry Spitcaufsky Family Trust U/T/D
1.19.88**

/s/ Larry Spitcaufsky
By: Larry Spitcaufsky
Its: Trustee

Joshua and Julie Ofman Family Trust

/s/ Joshua Ofman
By: Joshua J. Ofman
Its: Trustee

Bryan Ezralow 1994 Trust U/T/D 12.22.1994

/s/ Bryan Ezralow
By: Bryan Ezralow
Its: Trustee

C and R Irrevocable Trust U/T/D 11.05.07

/s/ David M. Leff
By: David M. Leff
Its: Trustee

David Leff Family Trust U/T/D 2.03.1988

/s/ David M. Leff
By: David M. Leff
Its: Trustee

Haddad Family Trust

/s/ David Haddad
By: David Haddad
Its: Trustee

Jonathan and Nancy Glaser Trust U/T/D 12.16.1998

/s/ Jonathan Glaser
By: Jonathan Glaser
Its: Trustee

Marc Ezralow 1997 Trust U/T/D 11.26.1997

/s/ Marc Ezralow
By: By: Marc Ezralow
Its: Trustee

SPA Trust

/s/ Marc Ezralow
By: Marc Ezralow
Its: Trustee

