
**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) September 30, 2021

Carrols Restaurant Group, Inc.

(Exact name of registrant as specified in its charter)



Delaware (State or other jurisdiction of incorporation or organization)	001-33174 (Commission File Number)	83-3804854 (I.R.S. Employer Identification No.)
968 James Street Syracuse, New York (Address of principal executive office)		13203 (Zip Code)

Registrant's telephone number, including area code: (315) 424-0513

N/A
(Former name or former address, if changed since last report.)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$.01 per share	TAST	The NASDAQ Global Market

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

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.

On September 30, 2021, Carrols Restaurant Group, Inc. (the "Company") entered into the Eighth Amendment to Credit Agreement (the "Eighth Amendment") among the Company, as borrower, certain subsidiaries of the Company (collectively, the "Guarantors"), as guarantors, Wells Fargo Bank, National Association (the "Administrative Agent"), as administrative agent, and the lenders party thereto as further described in "Item 2.03. Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant" which is incorporated by reference in this Item 1.01.

ITEM 2.03. CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT.

The Eighth Amendment amends the Credit Agreement dated as of April 30, 2019 among the Company, the Guarantors, the Administrative Agent and the lenders party thereto (as previously amended by the First Amendment to Credit Agreement dated as of December 13, 2019 among the Company, the Guarantors, the Administrative Agent and the lenders party thereto, the Second Amendment to Credit Agreement dated as of March 25, 2020 among the Company, the Guarantors, the Administrative Agent and the lenders party thereto, the Third Amendment to Credit Agreement dated as of April 8, 2020 among the Company, the Guarantors, the Administrative Agent and the lenders party thereto, the Fourth Amendment to Credit Agreement dated as of April 16, 2020 among the Company, the Guarantors, the Administrative Agent and the lenders party thereto, the Fifth Amendment to Credit Agreement dated as of June 23, 2020 among the Company, the Guarantors, the Administrative Agent and the lenders party thereto, the Sixth Amendment to Credit Agreement dated as of April 6, 2021 among the Company, the Guarantors, the Administrative Agent and the lenders party thereto, and the Seventh Amendment to Credit Agreement dated as of June 28, 2021 among the Company, the Guarantors, the Administrative Agent and the lenders party thereto, as further amended from time to time, the "Credit Agreement"). Capitalized terms used herein and not defined shall have the meanings set forth in the Credit Agreement.

The Eighth Amendment increased the aggregate maximum commitments available for revolving credit borrowings under the revolving credit facility by \$40,000,000 to a total of \$215,000,000.

As of September 29, 2021, there were \$47.1 million in revolving credit borrowings outstanding and \$9.0 million of letters of credit were issued under our revolving credit facility.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Form of Eighth Amendment to Credit Agreement dated as of September 30, 2021 among Carrols Restaurant Group, Inc., certain subsidiaries party thereto, Wells Fargo Bank, National Association and the lenders party thereto</u>
104	Cover Page Interactive Data File (formatted as Inline XBRL)

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 hereunto duly authorized.

Date: September 30, 2021

CARROLS RESTAURANT GROUP, INC.

By: /s/ Anthony E. Hull

Name: Anthony E. Hull

Title: Vice President, Chief Financial Officer and Treasurer

EIGHTH AMENDMENT TO CREDIT AGREEMENT

THIS EIGHTH AMENDMENT TO CREDIT AGREEMENT (this “Amendment”), dated as of September 30, 2021, is by and among **CARROLS RESTAURANT GROUP, INC.**, a Delaware corporation formerly known as Carrols Holdco Inc. (the “Borrower”), certain domestic Subsidiaries of the Borrower party hereto (collectively, the “Guarantors”), the Lenders (as hereinafter defined) party hereto and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as administrative agent on behalf of the Lenders under the Credit Agreement (as hereinafter defined) (in such capacity, the “Administrative Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement referred to below.

WITNESSETH

WHEREAS, the Borrower, the Guarantors, the several banks and other financial institutions party thereto from time to time (the “Lenders”) and the Administrative Agent are parties to that certain Credit Agreement dated as of April 30, 2019, as amended by the First Amendment dated as of December 13, 2019, as further amended by the Second Amendment to Credit Agreement dated as of March 25, 2020, as further amended by the Third Amendment to Credit Agreement dated as of April 8, 2020, as further amended by the Fourth Amendment to Credit Agreement dated as of April 16, 2020, as further amended by the Fifth Amendment to Credit Agreement dated as of June 23, 2020, as further amended by the Sixth Amendment to Credit Agreement dated as of April 6, 2021 and as further amended by the Seventh Amendment to Credit Agreement dated as of June 28, 2021 (as further amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to Section 2.22 of the Credit Agreement, the Borrower may incur a Revolving Facility Increase in the form of an increase to the Revolving Committed Amount; and

WHEREAS, the Borrower desires to incur a Revolving Facility Increase of \$40,000,000 (the “Amendment No. 8 Revolving Facility Increase”), which shall increase the Revolving Committed Amount to \$215,000,000;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

REVOLVING FACILITY INCREASE; AMENDMENTS TO CREDIT AGREEMENT

1.1. Increase of Revolving Committed Amount. Effective as of the Eighth Amendment Effective Date (as defined below), the Revolving Committed Amount is hereby increased by \$40,000,000 to \$215,000,000 and accordingly the reference to “ONE HUNDRED

SEVENTY-FIVE MILLION DOLLARS (\$175,000,000)” contained in Section 2.1(a) of the Credit Agreement shall read “TWO HUNDRED FIFTEEN MILLION DOLLARS (\$215,000,000)”.

1.2. **Amendment to Schedule 1.1(f) to the Credit Agreement.** After giving effect to this Amendment, the Revolving Commitment of each Revolving Lender set forth on Schedule 1.1(f) to the Credit Agreement shall read as follows:

<u>Revolving Lender</u>	<u>Revolving Commitment</u>	<u>Revolving Commitment Percentage</u>
Wells Fargo Bank, National Association	\$40,000,000.00	18.60%
Truist Bank	\$40,000,000.00	18.60%
JPMorgan Chase Bank, N.A.	\$32,500,000.00	15.12%
Capital One, National Association	\$27,500,000.00	12.79%
Coöperatieve Rabobank U.A., New York Branch	\$25,000,000.00	11.63%
Fifth Third Bank, National Association	\$25,000,000.00	11.63%
Manufacturers and Traders Trust Company	\$25,000,000.00	11.63%
<u>Total</u>	\$215,000,000.00	100.00%

1.3. **Agreements of the Eighth Amendment Revolving Facility Increase Lenders.** Wells Fargo Bank, National Association, Truist Bank, JPMorgan Chase Bank, N.A., Capital One, National Association, Fifth Third Bank, National Association and Manufacturers and Traders Trust Company (collectively, the “Amendment No. 8 Revolving Facility Increase Lenders”), hereby agree, severally and not jointly, subject to the occurrence of the Eighth Amendment Effective Date, to provide their applicable share of the Amendment No. 8 Revolving Facility Increase set forth in Section 1.1 and Section 1.2 of this Amendment. Each of the Amendment No. 8 Revolving Facility Increase Lenders (i) confirms that it has received a copy of the Credit Agreement and the other Loan Documents, together with copies of the financial statements referred to therein and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Amendment; (ii) agrees that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (iii) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the other Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (iv) acknowledges and agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Revolving Facility Increase Lender, and shall have all the rights of a Revolving Facility Increase Lender thereunder.

1.4. Letter of Credit Participations. With effect from and including the Eighth Amendment Effective Date and the Amendment No. 8 Revolving Facility Increase contemplated hereby, each Revolving Lender (other than any Amendment No. 8 Revolving Facility Increase Lender), immediately prior to such increase will automatically and without further act be deemed to have assigned to each Amendment No. 8 Revolving Facility Increase Lender, and each Amendment No. 8 Revolving Facility Increase Lender will automatically and without further act be deemed to have assumed, a portion of such Revolving Lender's participations under the Credit Agreement in outstanding Letters of Credit such that, after giving effect to each such deemed assignment and assumption of participations, the percentage of the aggregate outstanding participations under the Credit Agreement in Letters of Credit will equal the percentage of the total Revolving Commitments (after giving effect to the Amendment No. 8 Revolving Facility Increase) represented by such Revolving Lender's Revolving Commitment (after giving effect to the Amendment No. 8 Revolving Facility Increase, if applicable).

ARTICLE II CONDITIONS TO EFFECTIVENESS

2.1. Closing Conditions. This Amendment shall become effective on the date that each of the following conditions are satisfied (such date, the "Eighth Amendment Effective Date"):

(a) Executed Amendment. The Administrative Agent shall have received a copy of this Amendment duly executed by each of the Credit Parties, Wells Fargo Bank, National Association and each of the Amendment No. 8 Revolving Facility Increase Lenders.

(b) Fees and Expenses. The Administrative Agent shall have received from or on behalf of the Borrower all fees and expenses that are payable to the Administrative Agent and the Lenders in connection with the consummation of the transactions contemplated hereby and Cahill Gordon & Reindel LLP shall have received from the Borrower payment of all outstanding fees and expenses previously incurred and all fees and expenses incurred in connection with this Amendment, in each case, to the extent the Borrower receives an invoice therefor at least one Business Day prior to the date hereof.

(c) Fees. (i) Wells Fargo Securities, LLC ("Wells Fargo Securities"), in its capacity as a Lead Arranger under the Credit Agreement, shall have received, for its own account, from or on behalf of the Borrower all fees that are payable to Wells Fargo Securities in connection with the consummation of the transactions contemplated hereby on the Eighth Amendment Effective Date and (ii) the Administrative Agent shall have received from or on behalf of the Borrower as fee compensation for the provision of the Amendment No. 8 Revolving Facility Increase, for the ratable benefit of the Amendment No. 8 Revolving Facility Increase Lenders, an upfront fee equal to 0.20% of the commitment in respect of the Amendment No. 8 Revolving Facility Increase of each Amendment No. 8 Revolving Facility Increase Lender on the Eighth Amendment Effective Date.

(d) Miscellaneous. All other documents and legal matters in connection with the transactions contemplated by this Amendment shall be reasonably satisfactory in form and substance to the Administrative Agent and its counsel.

(e) Credit Agreement Conditions. All of the conditions specified in Sections 2.22(b)(ii) and 4.2(b) of the Credit Agreement with respect to the incurrence of a Revolving Facility Increase thereunder shall have been satisfied.

(f) Officer's Certificate. The Administrative Agent shall have received a certificate signed by a Responsible Officer of the Borrower certifying as to the satisfaction of the conditions set forth in clause (e) of this Section 2.1.

(g) Revolving Loan Notes. The Administrative Agent shall have received for each Amendment No. 8 Revolving Facility Increase Lender that shall have requested a Revolving Loan Note, a duly completed and executed Revolving Loan Note for such Amendment No. 8 Revolving Facility Increase Lender.

Without limiting the generality of the provisions of Section 8.4 of the Credit Agreement, for purposes of determining compliance with the conditions specified in this Section 2.1, the Administrative Agent, upon its execution hereof, and each Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to the Administrative Agent or a Lender (unless the Administrative Agent shall have received notice from such Lender prior to the Eighth Amendment Effective Date) specifying its objection thereto.

ARTICLE III MISCELLANEOUS

3.1. Amended Terms. On and after the Eighth Amendment Effective Date, all references to the Credit Agreement in each of the Credit Documents shall hereafter mean the Credit Agreement as amended by this Amendment. Except as specifically amended hereby or otherwise agreed, the Credit Agreement is hereby ratified and confirmed and shall remain in full force and effect according to its terms.

3.2. Representations and Warranties of Credit Parties. Each of the Credit Parties represents and warrants as follows:

(a) It has taken all necessary limited liability company, partnership or corporate action to authorize the execution, delivery and performance of this Amendment;

(b) This Amendment has been duly executed and delivered by such Person and constitutes such Person's legal, valid and binding obligation, enforceable in accordance with its terms, except as such enforceability may be subject to (i) bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or similar laws

affecting creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity);

(c) No consent, approval, authorization or order of, or filing, registration or qualification with, any court or Governmental Authority or third party is required in connection with the execution, delivery or performance by such Person of this Amendment (other than those that have been obtained);

(d) The representations and warranties set forth in Article III of the Credit Agreement, in the other Credit Documents and which are contained in any certificate furnished at any time under or in connection therewith are (i) with respect to representations and warranties that contain a materiality qualification, true and correct and (ii) with respect to representations and warranties that do not contain a materiality qualification, true and correct in all material respects, in each case on the date hereof as if made on and as of such date except for any representation or warranty made as of an earlier date, which representation and warranty remain true and correct as of such earlier date;

(e) After giving effect to this Amendment, no event has occurred and is continuing which constitutes a Default or an Event of Default;

(f) The Security Documents continue to create a valid security interest in, and Lien upon, the Collateral, in favor of the Administrative Agent, for the benefit of the Lenders, which security interests and Liens are perfected in accordance with (and to the extent required by) the terms of the Credit Agreement and the Security Documents and prior to all Liens other than Permitted Liens; and

(g) Except as expressly set forth herein, the Credit Party Obligations are not reduced or modified by this Amendment and are not subject to any offsets, defenses or counterclaims.

3.3. Reaffirmation of Credit Party Obligations; No Novation. Each Credit Party hereby ratifies the Credit Agreement and acknowledges and reaffirms (a) that it is bound by all terms of the Credit Documents applicable to it and (b) that it is responsible for the observance and full performance of its respective Credit Party Obligations. Each Credit Party hereby (a) confirms that all obligations of such Credit Party under the Credit Documents shall remain obligations of such Credit Party following the execution of this Amendment and (b) agrees that all security interests granted by it pursuant to any Credit Document shall continue to secure the payment of all obligations of each of the Credit Parties under the Credit Agreement and other Credit Documents, in each case, as modified by this Amendment. Each of the parties hereto confirms that the amendment of the Credit Agreement pursuant to this Amendment shall not constitute a novation of the Credit Agreement or any other Credit Document.

3.4. Credit Document. This Amendment shall constitute a Credit Document under the terms of the Credit Agreement.

3.5. **Recordation of the Amendment No. 8 Revolving Facility Increase.** Upon execution and delivery hereof, the Administrative Agent will record in the Register the Amendment No. 8 Revolving Facility Increase made by the Amendment No. 8 Revolving Facility Increase Lenders.

3.6. **Expenses.** The Borrower agrees to pay all reasonable and documented out-of-pocket costs and expenses of the Administrative Agent in connection with the preparation, execution and delivery of this Amendment, including, without limitation, the reasonable and documented fees and expenses of the Administrative Agent's external legal counsel.

3.7. **Further Assurances.** The Credit Parties agree to promptly take such action, upon the request of the Administrative Agent, as is reasonably necessary to carry out the intent of this Amendment.

3.8. **Entirety.** This Amendment and the other Credit Documents embody the entire agreement among the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof.

3.9. **Counterparts; Telecopy.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. The execution and delivery of this Amendment shall be deemed to include electronic signatures on electronic platforms approved by the Administrative Agent, which shall be of the same legal effect, validity or enforceability as delivery of a manually executed signature, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that, upon the request of any party hereto, such electronic signature shall be promptly followed by the original thereof.

3.10. **No Actions, Claims, Etc.** As of the date hereof, each of the Credit Parties hereby acknowledges and confirms that it has no knowledge of any actions, causes of action, claims, demands, damages and liabilities of whatever kind or nature, in law or in equity, against the Administrative Agent, the Lenders, or the Administrative Agent's or the Lenders' respective officers, employees, representatives, agents, counsel or directors arising from any action by such Persons, or failure of such Persons to act under the Credit Agreement on or prior to the date hereof.

3.11. **GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW), WITHOUT REFERENCE TO ANY CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF.**

3.12. **Headings.** Article and Section headings used herein are for convenience of reference only, are not part of this Amendment and are not to affect the construction of, or be taken into consideration in interpreting, this Amendment.

3.13. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.14. **Consent to Jurisdiction; Service of Process; Waiver of Jury Trial.** The jurisdiction, service of process and waiver of jury trial provisions set forth in Sections 9.13 and 9.16 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

BORROWER:

CARROLS RESTAURANT GROUP, INC.,

a Delaware corporation

By: _____

Name:

Title:

GUARANTORS:

CARROLS HOLDCO INC.,

a Delaware corporation

By: _____

Name:

Title:

CARROLS CORPORATION,

a Delaware corporation

By: _____

Name:

Title:

CARROLS LLC,

a Delaware limited liability company

By: _____

Name:

Title:

REPUBLIC FOODS, INC.,
a Maryland corporation

By: _____
Name:
Title:

NEW CFH, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

CAMBRIDGE FRANCHISE REAL ESTATE, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

CAROLINA QUALITY PROPERTIES, LLC,
a North Carolina limited liability company

By: _____
Name:
Title:

CAROLINA QUALITY, LLC,
a North Carolina limited liability company

By: _____
Name:
Title:

ALABAMA QUALITY, L.L.C.,
an Alabama limited liability company

By: _____
Name:
Title:

LOUISIANA QUALITY, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

TENNESSEE QUALITY, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

LQ REAL ESTATE, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

TQ REAL ESTATE, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

NASHVILLE QUALITY, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

CAMBRIDGE QUALITY CHICKEN, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

FRAYSER HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

FRAYSER QUALITY, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

CAMBRIDGE SOUTHEASTERN REAL ESTATE, LLC, a
Delaware limited liability company

By: _____
Name:
Title:

CFH REAL ESTATE, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

CAMBRIDGE CHICKEN HOLDINGS, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

CAMBRIDGE REAL ESTATE DEVELOPMENT, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:

[Carrols – Signature Page to Eighth Amendment to the Credit Agreement]

TRUIST BANK,

as an Amendment No. 8 Revolving Facility Increase Lender

By: _____

Name:

Title:

JPMORGAN CHASE BANK, N.A.,

as an Amendment No. 8 Revolving Facility Increase Lender

By: _____

Name:

Title:

CAPITAL ONE, NATIONAL ASSOCIATION,

as an Amendment No. 8 Revolving Facility Increase Lender

By: _____

Name:

Title:

FIFTH THIRD BANK, NATIONAL ASSOCIATION,

as an Amendment No. 8 Revolving Facility Increase Lender

By: _____

Name:

Title:

MANUFACTURERS AND TRADERS TRUST COMPANY,
as an Amendment No. 8 Revolving Facility Increase Lender

By: _____
Name:
Title:

[Carrols – Signature Page to Eighth Amendment to the Credit Agreement]