

**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:  
December 12, 2022

**Gaicho Group Holdings, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
State of  
Incorporation

**001-40075**  
Commission  
File Number

**52-2158952**  
IRS Employer  
Identification No.

**112 NE 41st Street, Suite 106**  
**Miami, FL 33137**  
Address of principal executive offices

**212-739-7700**  
Telephone number, including Area code

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 Instruction A.2. below):

- Written communication 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 communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communication 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 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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.

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	VINO	The Nasdaq Stock Market LLC

**Item 1.01 Entry into a Material Definitive Agreement**

On December 12, 2022, Gaicho Group Holdings, Inc. (the "Company"), through its wholly owned subsidiary, Gaicho Ventures I – Las Vegas, LLC ("GVI"), executed a Third Amendment to the Amended and Restated Limited Liability Company Agreement of LVH Holdings LLC ("LVH") to extend the outside date for execution of the ground lease from December 31, 2022 to June 30, 2023. A copy of the Third Amendment to the Amended and Restated Limited Liability Company Agreement is filed as Exhibit 10.1 to this report.

As previously disclosed, on June 16, 2021, the Company, through GVI, entered into the Amended and Restated Limited Liability Company Agreement of LVH; on November 16, 2022, entered into the First Amended and Restated Limited Liability Company Agreement of LVH; and on June 7, 2022, entered into the Second Amended and Restated Limited Liability Company Agreement.

As of the date of the Third Amendment to the Amended and Restated Limited Liability Company Agreement, GVI and SLVH LLC comprise all of the members of LVH.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

10.1 [Third Amendment to Amended and Restated Limited Liability Company Agreement dated June 7, 2022.](#)  
104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on the 13th day of December 2022.

**Gauche Group Holdings, Inc.**

By: /s/ Scott L. Mathis

Scott L. Mathis, President & CEO

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**THIRD AMENDMENT  
TO  
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT**

This **THIRD AMENDMENT TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT** (this "Third Amendment") is entered into as of December 12, 2022 (the "Third Amendment Date"), by and between SLVH LLC, a Delaware limited liability company (the "SLVH Member"), and Gaucho Ventures I - Las Vegas LLC, a Delaware limited liability company (the "Gaucho Member") in respect of LVH Holdings LLC (the "Company"), a Delaware limited liability company.

**WHEREAS**, the SLVH Member and the Gaucho Member entered into that certain Amended and Restated Limited Liability Company Agreement of the Company dated June 16, 2021, as amended by that certain First Amendment to Amended and Restated Limited Liability Company Agreement dated November 16, 2021 and that certain Second Amendment to Amended and Restated Limited Liability Company Agreement dated June 7, 2022 (the "Second Amendment") and, collectively, the "Existing Agreement");

**WHEREAS**, as of the Third Amendment Date, the SLVH Member and the Gaucho Member comprise all of the Unitholders (as defined in the Existing Agreement) of the Company; and

**WHEREAS**, the SLVH Member and Gaucho Member desire to amend the Existing Agreement to extend the outside date for the execution of the Ground Lease (as defined in the Existing Agreement) from December 31, 2022 to June 30, 2023, and as otherwise set forth in this Third Amendment.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the SLVH Member and the Gaucho Member agree as follows:

1. **Defined Terms.** Each capitalized term used but not defined in this Second Amendment has the meaning assigned to it in the Existing Agreement.
2. **Extension of Outside Date for Execution of Ground Lease.** Section 3(c)(i) of the Second Amendment is hereby deleted and replaced with the following:
  - i. If the Ground Lease Execution Date has not occurred on or before June 30, 2023, then, as promptly as reasonably practicable after such date, the Company shall be liquidated and dissolved; and
3. **Ratification.** Except as expressly amended by this Third Amendment, the Existing Agreement is hereby ratified and confirmed and is in full force and effect. From and after the Third Amendment Date, the phrase "this Agreement" in the Existing Agreement shall be deemed to be a reference to the Existing Agreement as amended by this Third Amendment.
4. **Counterparts.** This Third Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument, and all signatures need not appear on any one counterpart. Any counterpart or other signature hereupon delivered by facsimile or other electronic delivery method shall be deemed for all purposes as constituting good and valid execution and delivery of this Third Amendment by such party.

[signatures on following pages]

**IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date first set forth above.**

SLVH LLC, a Delaware limited liability company

By:  \_\_\_\_\_  


GAUCHO VENTURES I – LAS VEGAS, LLC,  
a Delaware limited liability company

By: Gaucho Group Holdings, Inc., its sole member

By: /s/Scott L. Mathis \_\_\_\_\_  
Scott L. Mathis, President & CEO

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