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): October 22, 2026

ContextLogic Holdings Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware	**000-56773**	**27-2930953**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**
2648 International Blvd., Ste 301 Oakland, California		**94601**
(Address of Principal Executive Offices)		**(Zip Code)**

Registrant's Telephone Number, Including Area Code: (415) 965-8476

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))

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

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, $0.0001 par value	LOGC	OTCQB

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.

Purchase Agreement Amendment

As previously disclosed, on August 4, 2026, ContextLogic Holdings, LLC, a Delaware limited liability company ("Holdings"), of which ContextLogic Holdings Inc. (OTCQB: LOGC) ("ContextLogic," or the "Company") is the managing member, entered into a Stock Purchase Agreement (the "Purchase Agreement") with EagleTree-Gaylord Management Investment, L.P., a Delaware limited partnership ("Seller"), EagleTree-Gaylord Holdings Corp., a Delaware corporation (the "Target Company"), and GCH Buyer, Inc., a Delaware corporation and indirect, wholly-owned subsidiary of Holdings ("Buyer"). The Purchase Agreement provides that, following satisfaction or waiver of certain conditions, Buyer will purchase from Seller all of the outstanding shares (other than certain rollover shares) of the Target Company (the "Transaction") for $850 million in cash, subject to customary adjustments.

On October 22, 2026, Holdings, Seller, the Target Company and Buyer entered into an amendment (the "Amendment") to the Purchase Agreement. The Amendment increases the aggregate rollover of Target Company shares directly or indirectly into Holdings equity from $2.0 million to $7.0 million, and makes certain conforming changes to the Purchase Agreement to reflect the increased rollover. The rollover holders are MFR Holdings, L.L.C., an entity affiliated with the chief executive officer of the Target Company, and Big Plan C LLC, an entity affiliated with a prior chief executive officer of the Target Company.

The foregoing description of the Amendment is only a summary of the material terms, does not purport to be complete, and is qualified in its entirety by reference to the Amendment, which is filed herewith as Exhibit 2.1 to this Current Report on Form 8-K and is hereby incorporated by reference herein.

Item 8.01. Other Events.

As previously disclosed, the Company plans to conduct a rights offering. The record date, subscription ratio, expiration date and other terms of the rights offering will be described in a registration statement, including a prospectus, to be filed with the Securities and Exchange Commission. Any offer of the subscription rights or the securities issuable upon exercise of the subscription rights will be made only by means of the prospectus forming part of the registration statement, once such registration statement is declared effective. The Company currently expects the closing of the Transaction to occur in late 2026 or the first quarter of 2027.

Forward-looking Statements

This communication includes forward-looking statements, including statements relating to the potential transaction, such as the time period to consummate the potential transaction, and the planned rights offering. All statements other than statements of historical fact are, or may be deemed to be, forward-looking statements. In some cases, forward-looking statements can be identified by the use of forward-looking terms such as "anticipate," "estimate," "believe," "continue," "could," "intend," "may," "plan," "predict," "should," "will," "expect," "potential," "project," "proposed," "forecast," "goal," "target," or the negative of these terms or other comparable terms. However, the absence of these words does not mean that the statements are not forward-looking. These forward-looking statements are based on certain assumptions and analyses made by us in light of our experience and our perception of historical trends, current conditions and expected future developments, as well as other factors we believe are appropriate in the circumstances.

These forward-looking statements are subject to known and unknown risks, uncertainties and assumptions that may cause actual results, levels of activity, performance, or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by such forward-looking statements. Factors that might cause or contribute to a material difference include the risks discussed in our filings with the SEC and the following: the risk that regulatory approvals are not obtained or are obtained subject to conditions that are not anticipated; potential delays in consummating the potential transaction, including as a result of regulatory approvals; ContextLogic's ability to integrate the operations of the Target Company's business in a successful manner and in the expected time period; the possibility that any of the anticipated benefits of the potential transaction will not be realized or will not be realized on the anticipated terms and within the expected time period; the occurrence of any event, change or other circumstance that could give rise to the termination of the Purchase Agreement; risks that the anticipated tax treatment of the potential transaction is not obtained; unforeseen or unknown liabilities; customer, regulatory and other stakeholder approvals and support; unexpected future capital expenditures; potential litigation relating to the potential transaction that could be instituted against ContextLogic or its directors; the possibility that the potential transaction may be more expensive to complete than anticipated, including as a result of unexpected factors or events; the effect of the announcement, pendency or completion of the potential transaction on the parties' business relationships and business generally; risks that the potential transaction disrupts current plans and operations of ContextLogic and potential difficulties in employee retention and hiring as a result of the potential transaction, as well as the risk of disruption of ContextLogic's or the Target Company's management, including the diversion of management's time and attention to completion of the potential transaction and integration matters, and business disruption during the pendency of, or

following, the potential transaction; certain restrictions during the pendency of the potential transaction that may impact ContextLogic's and the Target Company's ability to pursue certain business opportunities or strategic transactions; negative effects of this announcement, and the pendency or completion of the potential transaction on the market price of ContextLogic's common stock and/or operating results; rating agency actions and ContextLogic's ability to access short- and long-term debt and equity markets on a timely and affordable basis; the risk that actual results of the Target Company's business may differ materially from preliminary results; the cost and reputational impact caused by any US Salt product recalls; future financial performance; future liquidity and operating expenditures; financial condition and results of operations; the risk that the actual results for the quarter ended June 30, 2026 may differ materially from our preliminary estimates as a result of changes to assumptions and estimates, the completion of review of internal controls over financial reporting or other quarter-end and year-end procedures; and the risks described in Part I, Item 1A "Risk Factors" of ContextLogic's Annual Report on Form 10-K for the year ended December 31, 2025 and in its subsequent filings with the SEC. All forward-looking statements set forth in this communication are qualified by these cautionary statements and there can be no assurance that the actual results or developments anticipated by us will be realized or, even if substantially realized, that they will have the expected consequences to or effects on us or our business or operations. Forward-looking statements set forth in this communication speak only as of the date hereof, and we do not undertake any obligation to update forward-looking statements to reflect subsequent events or circumstances, changes in expectations or the occurrence of unanticipated events, except to the extent required by law.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
2.1	Amendment to Stock Purchase Agreement, dated October 22, 2026, by and among ContextLogic Holdings, LLC, EagleTree-Gaylord Management Investment, L.P., EagleTree-Gaylord Holdings Corp. and GCH Buyer, Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

ContextLogic Holdings Inc.

Date: October 22, 2026

By: /s/ Mark Ward
Mark Ward
President
Principal Executive Officer

Exhibit 2.1

AMENDMENT TO STOCK PURCHASE AGREEMENT

This Amendment to Stock Purchase Agreement (this "Amendment") is made and entered into as of October 22, 2026, by and among EagleTree-Gaylord Holdings Corp., a Delaware corporation (the "Company"), EagleTree-Gaylord Management Investment, L.P., a Delaware limited partnership ("Seller"), GCH Buyer, Inc., a Delaware corporation ("Buyer"), and, solely for purposes of Article VIII of the Purchase Agreement (as defined below) and the defined terms used therein, ContextLogic Holdings, LLC, a Delaware limited liability company ("LOGC Guarantor" and together with the Company, Seller and Buyer, the "Parties", and each, a "Party"). Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Purchase Agreement.

RECITALS

A. The Parties have entered into, and constitute all of the parties to, the Stock Purchase Agreement, dated as of August 4, 2026 (the "Purchase Agreement"); and

B. Pursuant to, and in accordance with, Section 8.6 of the Purchase Agreement, the Parties desire to amend the Purchase Agreement as provided herein.

AGREEMENT

In consideration of the premises and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Amendment.

a) Recital E to the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

E. As a condition and material inducement to Buyer's execution, delivery and performance of this Agreement:

(i) (A) Seller and the MFR Rollover Shareholder have executed and delivered the MFR Redemption and Distribution Agreement, pursuant to which, on the Closing Date prior to the Closing, Seller will distribute to the MFR Rollover Shareholder certain Shares as specified in the MFR Redemption and Distribution Agreement (the "MFR Rollover Shares"), with a monetary value of $3,000,000 (the "MFR Rollover Amount"), in redemption of a portion of the MFR Rollover Shareholder's limited partnership units of Seller as specified in the MFR Redemption and Distribution Agreement (such transactions contemplated by this clause (i)(A), the "MFR Redemption and Distribution"), and (B) Co-Invest, Seller and the BPC Rollover Shareholder have executed and delivered the BPC Redemption and Distribution Agreement, pursuant to which, on the Closing Date prior to the Closing, the BPC Rollover Shareholder will receive certain Shares as specified in the BPC Redemption and Distribution Agreement (the "BPC Rollover Shares", and together with the MFR Rollover Shares, the "Rollover Shares"), with a monetary value of $4,000,000 (the "BPC Rollover Amount", and together with the MFR Rollover Amount, the "Rollover Amount"), in sequential redemptions of all of the BPC Rollover Shareholder's limited partnership units of Co-Invest and (immediately thereafter) of Seller as specified in the BPC Redemption and Distribution Agreement (such transactions contemplated by this

clause (i)(B), the "BPC Redemptions and Distributions", and together with the MFR Redemption and Distribution, collectively, the "Redemption and Distribution");

(ii) (A) the MFR Rollover Shareholder has executed and delivered the MFR Exchange Agreement, pursuant to which, immediately following the MFR Redemption and Distribution and prior to the Closing: (x) the MFR Rollover Shareholder will contribute the MFR Rollover Shares to GCH Holdings, Inc., a Delaware corporation and indirect parent of Buyer ("Parent"), in exchange for (1) shares of Parent as specified in the MFR Exchange Agreement (the "MFR Parent Shares") and (2) the right to receive the portion of any amounts otherwise payable to Seller under this Agreement after the Closing (including pursuant to Section 1.6(c)) related to the MFR Rollover Shares; (y) immediately thereafter, the MFR Rollover Shareholder will contribute the MFR Parent Shares to LOGC Guarantor in exchange for the issuance to the MFR Rollover Shareholder of units of LOGC Guarantor as specified in the MFR Exchange Agreement (the "MFR LOGC Guarantor Units"); and (z) immediately thereafter, the MFR Rollover Shareholder will contribute the MFR LOGC Guarantor Units to CLI Management Aggregator, LLC, a Delaware limited liability company ("Management Aggregator"), in exchange for the issuance to the MFR Rollover Shareholder of units of Management Aggregator as specified in the MFR Exchange Agreement (such transactions contemplated by this clause (ii)(A), the "MFR Rollover"), and (B) the BPC Rollover Shareholder has executed and delivered the BPC Exchange Agreement, pursuant to which, immediately following the BPC Redemptions and Distributions and prior to the Closing: (x) the BPC Rollover Shareholder will contribute the BPC Rollover Shares to Parent, in exchange for (1) shares of Parent as specified in the BPC Exchange Agreement (the "BPC Parent Shares") and (2) the right to receive the portion of any amounts otherwise payable to Seller under this Agreement after the Closing (including pursuant to Section 1.6(c)) related to the BPC Rollover Shares; (y) immediately thereafter, the BPC Rollover Shareholder will contribute the BPC Parent Shares to LOGC Guarantor in exchange for the issuance to the BPC Rollover Shareholder of units of LOGC Guarantor as specified in the BPC Exchange Agreement (the "BPC LOGC Guarantor Units"); and (z) immediately thereafter, the BPC Rollover Shareholder will contribute the BPC LOGC Guarantor Units to Management Aggregator, in exchange for the issuance to the BPC Rollover Shareholder of units of Management Aggregator as specified in the BPC Exchange Agreement (such transactions contemplated by this clause (ii)(B), the "BPC Rollover", and together with the MFR Rollover, collectively, the "Rollover"); and

(iii) the parties thereto have executed and delivered the Contribution Agreement, pursuant to which, immediately following the Rollover, Parent will contribute and cause its applicable subsidiary to contribute the Rollover Shares to Buyer as a contribution to capital, such that, as of immediately following the Closing, Buyer will hold all of the Shares (such transactions contemplated by this clause (iii), "Rollover Share Contribution" and together with the Redemption and Distribution and the Rollover, collectively, the "Rollover Transactions").

b) The following definitions are hereby added to, or replace the existing definitions in, Section 9.1 of the Purchase Agreement in conforming alphabetical order:

"Amendment" means the Amendment to this Agreement made and entered into as of October 22, 2026, by and among the Parties.

"Ancillary Agreements" means the Escrow Agreement, the Confidentiality Agreement, the Equity Commitment Letters, the Employment Agreements, the Restrictive Covenant Agreements, the Redemption and Distribution Agreements, the Exchange Agreements and any other agreement entered into by the Parties in connection with the Transactions.

"BPC Exchange Agreement" means the Exchange Agreement entered into among the BPC Rollover Shareholder, Parent, LOGC Guarantor and Management Aggregator, concurrently with the Amendment.

"BPC LOGC Guarantor Units" shall have the meaning set forth in the Recitals.

"BPC Parent Shares" shall have the meaning set forth in the Recitals.

"BPC Redemption and Distribution Agreement" means the Redemption and Distribution Agreement entered into among Co-Invest, Seller and the BPC Rollover Shareholder, concurrently with the Amendment.

"BPC Redemptions and Distributions" shall have the meaning set forth in the Recitals.

"BPC Rollover" shall have the meaning set forth in the Recitals.

"BPC Rollover Amount" shall have the meaning set forth in the Recitals.

"BPC Rollover Shareholder" means Big Plan C LLC, a Delaware limited liability company.

"BPC Rollover Shares" shall have the meaning set forth in the Recitals.

"Co-Invest" means EagleTree-Gaylord Investment, L.P., a Delaware limited partnership.

"Exchange Agreements" means, collectively, the MFR Exchange Agreement and the BPC Exchange Agreement.

"MFR Exchange Agreement" means the Exchange Agreement entered into among the MFR Rollover Shareholder, Parent, LOGC Guarantor and Management Aggregator, concurrently with this Agreement.

"MFR LOGC Guarantor Units" shall have the meaning set forth in the Recitals.

"MFR Parent Shares" shall have the meaning set forth in the Recitals.

"MFR Redemption and Distribution" shall have the meaning set forth in the Recitals.

"MFR Redemption and Distribution Agreement" means the Redemption and Distribution Agreement entered into between Seller and the MFR Rollover Shareholder, concurrently with this Agreement, as amended by the Amendment to the Redemption and Distribution Agreement entered into concurrently with the Amendment.

"MFR Rollover" shall have the meaning set forth in the Recitals.

"MFR Rollover Amount" shall have the meaning set forth in the Recitals.

"MFR Rollover Shareholder" means MFR Holdings, L.L.C., a Louisiana limited liability company.

"MFR Rollover Shares" shall have the meaning set forth in the Recitals.

"Redemption and Distribution Agreements" means, collectively, the MFR Redemption and Distribution Agreement and the BPC Redemption and Distribution Agreement.

"Rollover Shareholders" means, collectively, the MFR Rollover Shareholder and the BPC Rollover Shareholder, and "Rollover Shareholder" means each of them individually.

c) The definitions of "Exchange Agreement" and "Redemption and Distribution Agreement" in Section 9.1 of the Purchase Agreement are hereby deleted in their entirety, and each reference in the Purchase Agreement (other than as amended by this Amendment) to "the Exchange Agreement" or "the Redemption and Distribution Agreement" is hereby amended to refer to "the Exchange Agreements" or "the Redemption and Distribution Agreements", respectively, or, where the context so requires, to "the applicable Exchange Agreement" or "the applicable Redemption and Distribution Agreement", respectively.

d) The following defined terms are hereby deleted from the "Defined Term" table in Section 9.1(a) of the Purchase Agreement: "LOGC Guarantor Units" and "Parent Shares".

e) Section 1.5(a)(i)(B) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

(B) with respect to each Rollover Shareholder, a stock transfer power or other appropriate instrument of assignment and transfer in substantially the form as set forth in Exhibit A to the applicable Exchange Agreement that represents all of the Rollover Shares applicable to such Rollover Shareholder, duly executed by such Rollover Shareholder in proper form for transfer on the books of the Company;

f) In each of Section 1.6(c)(i) and Section 1.6(c)(ii) of the Purchase Agreement: (i) the first reference therein to "the Rollover Shareholder" is hereby amended to refer to "each Rollover Shareholder"; (ii) each reference therein to "the Rollover Amount" is hereby amended to refer to "such Rollover Shareholder's portion of the Rollover Amount"; and (iii) the last reference therein to "the Rollover Shareholder" is hereby amended to refer to "such Rollover Shareholder".

g) Section 3.3(b) of the Purchase Agreement is hereby amended by deleting "(other than the Rollover Shares, which are held of record and beneficially by Seller as of the date hereof and will be held of record and beneficially by the Rollover Shareholder immediately following the Redemption and Distribution)" and replacing it with "(other than the Rollover Shares, which are held of record and beneficially by Seller as of the date hereof and will be held of record and beneficially by the Rollover Shareholders immediately following the Redemption and Distribution)".

2. Effect of Amendment; No Other Modification. Except as expressly set forth in this Amendment, the terms and conditions of the Purchase Agreement shall remain unmodified and in full force

and effect in accordance with their terms. From and after the execution and delivery of this Amendment by the Parties, (a) each reference in the Purchase Agreement to "this Agreement," "hereunder," "hereof," "herein," or words of similar import shall mean and be a reference to the Purchase Agreement as amended by this Amendment and (b) any reference to the Purchase Agreement in any instrument, document, notice, request, certificate or other writing shall be deemed to be a reference to the Purchase Agreement as amended by this Amendment. Any reference in this Amendment or the Purchase Agreement, or in any document referred to herein or therein, to the Purchase Agreement shall be a reference to the Purchase Agreement as amended hereby and as further amended, modified, restated, supplemented or extended from time to time.

3. Miscellaneous. Article VIII of the Purchase Agreement shall apply to this Amendment, *mutatis mutandis*.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be duly executed and delivered as of the date first written above.

BUYER:

GCH BUYER, INC.

By: _/s/ Mark Ward_____
Name: Mark Ward
Title: President

[Signature Page to Amendment to Stock Purchase Agreement]

SELLER:

EAGLETREE-GAYLORD MANAGEMENT INVESTMENT, L.P.

By: EagleTree Partners IV (GP), LP,
its General Partner

By: EagleTree Partners IV Ultimate GP, LLC,
its General Partner

By: /s/ Anup Bagaria
Name: Anup Bagaria
Title: Co-Managing Member and Authorized Signatory

[Signature Page to Amendment to Stock Purchase Agreement]

COMPANY:

EAGLETREE-GAYLORD HOLDINGS CORP.

By: /s/ Robert Fogelson
Name: Robert Fogelson
Title: President

[Signature Page to Amendment to Stock Purchase Agreement]

LOGC GUARANTOR (solely for purposes of Article VIII of the Purchase Agreement and the defined terms used therein):

CONTEXTLOGIC HOLDINGS, LLC

By: ContextLogic Holdings Inc.,
its managing member

By: _/s/ Mark Ward_____
Name: Mark Ward
Title: President

[Signature Page to Amendment to Stock Purchase Agreement]