SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

Filing Date: **2021-09-09** | Period of Report: **2021-09-03**
SEC Accession No. 0001564590-21-047474

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FILER

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Quest Resource Holding Corp
CIK:**1442236**| IRS No.: **510665952** | State of Incorp.:**NV** | Fiscal Year End: **1231**
Type: **8-K** | Act: **34** | File No.: **001-36451** | Film No.: **211244408**
SIC: **7359** Equipment rental & leasing, nec

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Mailing Address
3481 PLANO PARKWAY
THE COLONY TX 75056

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Business Address
3481 PLANO PARKWAY
THE COLONY TX 75056
972-464-0004

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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 3, 2021

QUEST RESOURCE HOLDING CORPORATION
(Exact Name of Registrant as Specified in Its Charter)

Nevada	**001-36451**	**51-0665952**
(State or other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

3481 Plano Parkway, The Colony, Texas	**75056**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: (972) 464-0004

(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 follow 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:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, $0.001 par value	QRHC	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.**

On September 3, 2021, Quest Resource Holding Corporation (the "Company") and certain of its domestic subsidiaries entered into an amendment (the "First Amendment") to their credit agreement (the "Credit Agreement"), dated as of October 19, 2020, with Monroe Capital Management Advisors, LLC, as administrative agent for the lenders thereto (the "Lenders"), and the Lenders. The First Amendment extends the date that loans may be requested under a delayed draw term loan facility in the maximum principal amount of $12.5 million from October 19, 2021 to November 30, 2021.

The above description of the First Amendment does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the First Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01.   **Financial Statements and Exhibits.**

(d)   *Exhibits.*

Exhibit No.Description

10.1	First Amendment to Credit Agreement, dated September 3, 2021, by and among Quest Resource Holding Corporation, Quest Resource Management Group, LLC and each of its Affiliates that are or may from time to time become parties thereto, the financial institutions that are or may from time to time become parties thereto, and Monroe Capital Management Advisors, LLC as administrative agent for the lenders
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.

QUEST RESOURCE HOLDING CORPORATION

Dated: September 9, 2021

By: /s/ Laurie L. Latham

Name: Laurie L. Latham
Title: Senior Vice President and Chief Financial Officer

Exhibit 10.1

FIRST AMENDMENT TO CREDIT AGREEMENT

This First Amendment to Credit Agreement (this "Amendment") is made this third day of September, 2021, among **QUEST RESOURCE HOLDING CORPORATION**, a Nevada corporation ("Holdings"); **QUEST RESOURCE MANAGEMENT GROUP, LLC**, a Delaware limited liability company (the "Company"); each of the Affiliates of the Company that are parties to the Credit Agreement(as defined below) (together with the Company, the "Borrowers"); the Lenders party thereto from time to time and **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, its successors and permitted assigns, as Administrative Agent on behalf of the Lenders (the "Administrative Agent").

BACKGROUND

A.   On October 19, 2020, Holdings, the Borrowers, the Lenders and Administrative Agent entered into that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") to reflect certain financing arrangements between the parties thereto. The Credit Agreement, as in effect immediately prior to the date hereof, and all other Loan Documents executed in connection therewith prior to the date hereof are collectively referred to as the "Existing Financing Agreements". Capitalized terms used herein but not otherwise defined herein shall have the meanings attributed thereto in the Credit Agreement, as amended by this Amendment.

B.   Borrowers have requested that the Lenders modify certain provisions of the Agreement hereafter set forth, and, subject to the terms and conditions of this Amendment, the Lenders are willing to do so.

NOW THEREFORE, with the foregoing background hereinafter deemed incorporated by reference herein and made a part hereof, the parties hereto, intending to be legally bound, promise and agree as follows:

1.   Amendments to Credit Agreement. The Credit Agreement is hereby amended as follows:

(a)   The definition of "Term B Loan Availability Period" appearing in Section 1.1 of the Credit Agreement is hereby amended and restated as follows:

> "Term B Loan Availability Period" means the period (i) beginning on and including the day after the Closing Date and (ii) ending on and including the earlier of (A) the date the aggregate Term B Loan Commitments are reduced to zero and (B) November 30, 2021.

2.   Representations and Warranties. Each Loan Party hereby:

(a)   reaffirms all representations and warranties made to Administrative Agent and Lenders under the Credit Agreement and all of the other Existing Financing Agreements and represents and warrants that after giving effect to this Amendment all such representations and warranties are true and correct in all material respects on and as of the date hereof (except to the extent any such representations and warranties specifically relate to a specific earlier date, in which case such representations andwarranties shall have been true and correct in all material respects on and as of such specific earlier date);

(b)   reaffirms all covenants contained in the Credit Agreement (as amended hereby) and all of the other Existing Financing Agreements and, unless the Required Lenders shall consent otherwise in writing, covenants to comply with all such covenants until Payment in Full; and

39201993.v6

(c)   represents and warrants that:

(i)   after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing under the Credit Agreement or any of the other Existing Financing Agreements or would result from this Amendment;

(ii)   such Loan Party has all requisite organizational power and authority to execute and deliver, and to perform all of its obligations under, this Amendment;

(iii)   the execution, delivery and performance by such Loan Party of this Amendment does not and will not (i) require any consent or approval of any governmental agency or authority (other than any consent or approval that has been obtained and is in full force and effect); (ii) conflict with
(A) any provision of law, (B) the organizational documents or governing documents of any Loan Party, or
(C) any agreement, indenture, instrument, or other document, or any judgment, order, or decree, that is binding upon any Loan Party or any of their respective properties; or (iii) require, or result in, the creationor imposition of any Lien on any asset of any Loan Party (other than Liens in favor of Administrative Agent created pursuant to the Collateral Documents).

(iv)   this Amendment constitutes the legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its terms, subject to bankruptcy, insolvency, and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity.

3.   <u>Conditions Precedent/Effectiveness Conditions</u>. Notwithstanding any other provision of this Amendment, it is understood and agreed that this Amendment shall not become effective, and the Loan Parties shall have no rights under this Amendment, until the following conditions have been satisfied, in each case, in form and substance reasonably satisfactory to Administrative Agent:

(a)   Administrative Agent shall have received counterparts of this Amendment duly executed and delivered by Holdings, each Borrower, each Lender with a Term B Loan Commitment, and Required Lenders and Administrative Agent;

(b)   all representations and warranties contained in Section 2 above shall be true and correctin all respects;

(c)   Administrative Agent shall have received such other documents, certificates or materials reasonably requested by Administrative Agent; and

(d)   all fees and reasonable and documented costs and expenses of Administrative Agent and each Lender (including, without limitation, all Attorney Costs of the Administrative Agent and Lenders) incurred in connection with the preparation, negotiation and execution of this Amendment and thedocuments provided for herein or related hereto, in each case, for which invoices have been presented to Borrowers prior to the date hereof, shall have been paid.

4.   <u>Further Assurances</u>. Each Loan Party hereby agrees to take all such actions and to execute and/or deliver to Administrative Agent and Lenders all such documents, assignments, financing statements and other documents, as Administrative Agent and Lenders may reasonably require from time to time, to effectuate and implement the purposes of this Amendment.

5.   <u>Payment of Expenses</u>. Borrowers shall pay or reimburse, promptly following written demand, Administrative Agent and each Lender for its reasonable and documented costs and expenses

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(including, without limitation, reasonable attorneys' fees and expenses) incurred in connection with the preparation, negotiation and execution of this Amendment and the documents provided for herein or related hereto. For the avoidance of doubt, the terms of Section 15.5 of the Credit Agreement are hereby incorporated herein mutatis mutandis.

6. <u>Reaffirmation of Loan Documents; No Novation</u>. Each Loan Party, as debtor, grantor, pledgor, guarantor, assignor, or in other any other similar capacity in which such Loan Party grants liens or security interests in its property or otherwise acts as accommodation party or guarantor, as the case may be, hereby (i) ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under each of the Loan Documents to which it is a party (after giving effect hereto) and (ii) to the extent such Loan Party granted liens on or security interests in any of its property pursuant to any suchLoan Document as security for or otherwise guaranteed any Obligations, ratifies and reaffirms such guarantee and grant of security interests and liens and confirms and agrees that such security interests and liens hereafter secure all of the Obligations as amended hereby. Each Loan Party hereby consents to this Amendment and acknowledges that each of the Loan Documents remains in full force and effect and is hereby ratified and reaffirmed. The execution of this Amendment shall not serve to effect a novation of any of the Loans or other Obligations.

7. <u>No Modification</u>. Except as expressly set forth herein, nothing contained in this Amendment shall be deemed to constitute a waiver of compliance with any term or condition contained inthe Credit Agreement or any other Loan Documents or constitute a course of conduct or dealing among the parties. Except as expressly stated herein, Administrative Agent and Lenders reserve all rights, privileges and remedies under the Loan Documents. Except as amended or consented to hereby, the Credit Agreement and other Loan Documents remain unmodified and in full force and effect. All references in the Loan Documents to the Credit Agreement shall be deemed to be references to the Credit Agreement as modified hereby.

8. <u>Release of Claims</u>. In consideration of the Lenders' and Administrative Agent's agreements contained in this Amendment, each Loan Party hereby irrevocably releases and forever discharges the Lenders and Administrative Agent and their affiliates, subsidiaries, successors, assigns, directors, officers, employees, agents, consultants and attorneys (each, a "<u>Released Person</u>") of and from any and all claims, suits, actions, investigations, proceedings or demands (including any so-called "lender liability" claims or defenses), 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 such Loan Party ever had or now has against Administrative Agent, any Lender or any other Released Person which relates, directly or indirectly, to any acts or omissions of Administrative Agent, any Lender or any other Released Person relating to the Credit Agreement or any other Loan Document on or prior to the date hereof.

9. <u>Miscellaneous</u>.

(a) <u>Headings</u>. The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(b) <u>Modifications</u>. No modification hereof or of any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

(c) <u>Governing Law; Loan Document</u>. This Amendment shall be governed by and construed in accordance with the substantive laws (without reference to conflicts of law principles) of the State of New York. This Amendment is a Loan Document and is subject to and has the benefit of all the

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provisions in the Credit Agreement applicable to Loan Documents.

   (d)   <u>Counterparts</u>. This Amendment may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, butall such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile, pdf or electronic transmission shall be deemed to be an original signature hereto. Electronic records of this Amendment maintained by the Administrative Agent or the Lenders will be deemed to be originals.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be executed anddelivered by their duly authorized officers as of the date first above written.

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent

By:

Name: Alex Parmacek
Title: Director

[Signature Page to First Amendment to Credit Agreement]

MONROE CAPITAL CORPORATION,
in its capacity as a Lender
By:

Name: Alex Parmacek
Title: Director

MONROE CAPITAL INCOME PLUS CORPORATION,
in its capacity as a Lender
By:

Name: Alex Parmacek
Title: Director

MC INCOME PLUS FINANCING SPV LLC,
in its capacity as a Lender

By:

Name: Alex Parmacek
Title: Director

MONROE CAPITAL PRIVATE CREDIT FUND III FINANCING SPV LLC,
in its capacity as a Lender

By: **MONROE CAPITAL PRIVATE CREDITFUND III LP**,
as Designated Manager

By**: MONROE CAPITAL PRIVATE CREDITFUND III LLC,**
its general partner

By:_

Name: Alex Parmacek
Title: Director

[Signature Page to First Amendment to Credit Agreement]

MONROE CAPITAL PRIVATE CREDIT FUND III LP,
in its capacity as a Lender

By**: MONROE CAPITAL PRIVATE CREDITFUND III LLC,**
its general partner
By:

Name: Alex Parmacek
Title: Director

MONROE CAPITAL PRIVATE CREDIT FUND III (UNLEVERAGED) LP,
in its capacity as a Lender

By**: MONROE CAPITAL PRIVATE CREDITFUND III LLC,**
its general partner

By:

Name: Alex Parmacek
Title: Director

MONROE PRIVATE CREDIT FUND A LP,
in its capacity as a Lender

By**: MONROE PRIVATE CREDIT FUND A LLC,**
its general partner

By: _

Name: Alex Parmacek
Title: Director

[Signature Page to First Amendment to Credit Agreement]

MONROE PRIVATE CREDIT FUND A FINANCINGSPV LLC,
  in its capacity as a Lender

    By: **MONROE PRIVATE CREDIT FUND A LP**,
    as Designated Manager

    By**: MONROE PRIVATE CREDIT FUND A LLC,**
    its general partner

        By:_

        Name: Alex Parmacek
        Title: Director

MONROE CAPITAL PRIVATE CREDIT FUND I LP,
  in its capacity as a Lender

    By**: MONROE CAPITAL PRIVATE CREDITFUND I LLC,**
    its general partner

        By:

        Name: Alex Parmacek
        Title: Director

MONROE CAPITAL PRIVATE CREDIT FUND VT LP,
  in its capacity as a Lender

    By**: MONROE CAPITAL PRIVATE CREDITFUND VT LLC,**
    its general partner

        By:

        Name: Alex Parmacek
        Title: Director

[Signature Page to First Amendment to Credit Agreement]

MONROE (NP) U.S. PRIVATE DEBT FUND LP,
in its capacity as a Lender

By**: MONROE (NP) U.S. PRIVATE DEBT FUNDGP LTD.,**
its general partner

By:

Name: Alex Parmacek
Title:

MONROE CAPITAL FUND MARSUPIAL (LUX) FINANCING HOLDCO LP,
in its capacity as a Lender

By: **MONROE CAPITAL MANAGEMENT ADVISORS LLC,**
as Investment Manager

By:

Name: Alex Parmacek
Title:

MONROE CAPITAL FUND MARSUPIAL (LUX) FINANCING SPV LP,
in its capacity as a Lender

By: **MONROE CAPITAL FUND MARSUPIAL(LUX) FINANCING GP LLC,**
its General Partner

By: **MONROE CAPITAL MANAGEMENT ADVISORS LLC,**
as Designated Manager

By:

Name: Alex Parmacek
Title:

[Signature Page to First Amendment to Credit Agreement]

MONROE CAPITAL FUND SV S.a.r.l., acting in respect of its Fund III (Unleveraged) Compartment,
in its capacity as a Lender

        By: **MONROE CAPITAL MANAGEMENTADVISORS LLC,**
        as Investment Manager

        By:

        Name: Alex Parmacek
        Title:

MONROE CAPITAL PRIVATE CREDIT FUND III (LUX) FINANCING SPV 2020 LP,
in its capacity as a Lender

        By: **MONROE CAPITAL PRIVATE CREDITFUND III (LUX) FINANCING SPV GP LLC,**
        its General Partner

        By: **MONROE CAPITAL MANAGEMENTADVISORS LLC,**
        as Manager

        By:

        Name: Alex Parmacek
        Title:

MONROE CAPITAL PRIVATE CREDIT FUND III (LUX) FINANCING HOLDCO LP,
in its capacity as a Lender

        By: **MONROE CAPITAL PRIVATE CREDIT FUND III (LUX) FINANCING HOLDCO GP LLC,**
        its General Partner

        By: **MONROE CAPITAL MANAGEMENTADVISORS LLC,**
        as Manager

        By:

        Name: Alex Parmacek
        Title:

[Signature Page to First Amendment to Credit Agreement]

QUEST RESOURCE HOLDING
CORPORATION, as Holdings

By:

Name:

Title:

QUEST RESOURCE MANAGEMENT GROUP,
LLC, as a Borrower

By:

Name:

Title:

QUEST SUSTAINABILITY SERVICES, INC.,
as a Borrower

By:

Name:

Title:

LANDFILL DIVERSION INNOVATIONS,
L.L.C., as a Borrower

By:

Name:

Title:

YOUCHANGE, INC.,
as a Borrower

By:

Name:

Title:

QUEST VERTIGENT CORPORATION,
as a Borrower

By:

Name:

Title:

[Signature Page to First Amendment to Credit Agreement]

QUEST VERTIGENT ONE, LLC,
as a Borrower

By:

Name:

Title:

GLOBAL ALERTS, LLC,
as a Borrower

By:

Name:

Title:

[Signature Page to First Amendment to Credit Agreement]

Document and Entity Information	Sep. 03, 2021
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Document Type	8-K
Amendment Flag	false
Document Period End Date	Sep. 03, 2021
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Entity Central Index Key	0001442236
Entity Emerging Growth Company	false
Entity File Number	001-36451
Entity Incorporation, State or Country Code	NV
Entity Tax Identification Number	51-0665952
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Entity Address, State or Province	TX
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      "label": "Entity Address Address Line1",
      "terseLabel": "Entity Address, Address Line One"
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      "terseLabel": "Entity Address, City or Town"
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    }
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      "label": "Entity Address Postal Zip Code",
      "terseLabel": "Entity Address, Postal Zip Code"
     }
    }
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      "documentation": "Name of the state or province.",
      "label": "Entity Address State Or Province",
      "terseLabel": "Entity Address, State or Province"
     }
    }
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      "label": "Entity Central Index Key",
      "terseLabel": "Entity Central Index Key"
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      "label": "Entity Emerging Growth Company",
      "terseLabel": "Entity Emerging Growth Company"
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      "label": "Entity File Number",
      "terseLabel": "Entity File Number"
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      "label": "Entity Incorporation State Country Code",
      "terseLabel": "Entity Incorporation, State or Country Code"
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      "documentation": "The exact name of the entity filing the report as specified in its charter, which is required by forms filed with the SEC.",
      "label": "Entity Registrant Name",
      "terseLabel": "Entity Registrant Name"
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      "label": "Entity Tax Identification Number",
      "terseLabel": "Entity Tax Identification Number"
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    "en-us": {
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      "documentation": "Local phone number for entity.",
      "label": "Local Phone Number",
      "terseLabel": "Local Phone Number"
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        "terseLabel": "Pre-commencement Issuer Tender Offer"
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        "terseLabel": "Pre-commencement Tender Offer"
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        "documentation": "Title of a 12(b) registered security.",
        "label": "Security12b Title",
        "terseLabel": "Title of 12(b) Security"
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      }
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     ],
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    },
    "dei_SecurityExchangeName": {
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     "lang": {
      "en-us": {
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        "label": "Security Exchange Name",
        "terseLabel": "Security Exchange Name"
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      }
     },
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        "label": "Trading Symbol",
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   "Subsection": "4c"
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   "Section": "14d",
   "Subsection": "2b"
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   "Publisher": "SEC",
   "Section": "14a",
   "Subsection": "12"
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   "Publisher": "SEC",
   "Section": "12",
   "Subsection": "b-2"
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   "Publisher": "SEC",
   "Section": "425"
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