

**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): March 30, 2023

SMART SAND, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-37936
(Commission
File Number)

45-2809926
(I.R.S. Employer
Identification No.)

28420 Hardy Toll Road, Suite 130
Spring, Texas 77373
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (281) 231-2660

Not Applicable
(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:

<u>Title of Each Class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.01 par value	SND	NASDAQ

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.

As previously reported, Smart Sand, Inc. (the “Company”) entered into a multi-year Master Product Purchase Agreement) with EQT Production Company, a subsidiary of EQT Corporation (the “Buyer”), as amended by a First Amendment to Master Product Purchase Agreement, entered into on February 24, 2023 (as amended, the “PPA”).

On March 30, 2023, the Company and Buyer executed a Second Amendment to Master Product Purchase Agreement (the “Amendment”). The purpose of the Amendment is to provide for an additional prepayment towards the purchase of sand.

The above summary does not purport to be a complete description of the Amendment and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated into this Item 1.01 by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Second Amendment to Master Product Purchase Agreement, executed on March 30, 2023, by and between Smart Sand, Inc. and EQT Production Company.
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.

Dated: March 31, 2023

SMART SAND, INC.

By: /s/ Lee E. Beckelman
Lee E. Beckelman
Chief Financial Officer

SPECIFIC TERMS IN THIS EXHIBIT HAVE BEEN REDACTED BECAUSE SUCH TERMS ARE NOT MATERIAL AND WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED. SUCH TERMS HAVE BEEN MARKED AT THE APPROPRIATE PLACE WITH THREE ASTERISKS (*)**

SECOND AMENDMENT TO MASTER PRODUCT PURCHASE AGREEMENT

This **Second Amendment to Master Product Purchase Agreement** (the “**Amendment**”) is entered into on March 27, 2023 (the “**Amendment Effective Date**”), by and between Smart Sand, Inc., a Delaware corporation (“**Smart Sand**”), and EQT Production Company, a Pennsylvania corporation (“**Buyer**”).

Recitals

Whereas, Smart Sand and Buyer have entered into a Master Product Purchase Agreement, effective as of August 1, 2021, as amended by a First Amendment to Master Product Purchase Agreement, effective as of January 1, 2023 (as so amended, the “**Agreement**”);

Whereas, Smart Sand and Buyer desire to further amend the Agreement; and

Whereas, pursuant to Section 15.1 of the Agreement, the Agreement may not be changed or amended except by a writing executed by both parties.

Now, Therefore, in consideration of the foregoing recitals and the mutual promises set forth herein, sufficiency of which is acknowledged by the undersigned, the Buyer and Smart Sand hereby agree as follows:

1. Amendment to the Agreement. As of the Amendment Effective Date, the Agreement shall be amended as follows:

1.1 Section 2.7 of the Agreement shall be deleted in its entirety and restated as follows:

“2.7 (i) On or before September 1, 2021, Buyer shall pay to Smart Sand a non-refundable prepayment in the amount of *** (the “**Initial Prepayment**”),

(ii) On or before April 1, 2023, Buyer shall pay to Smart Sand an additional non-refundable prepayment in the amount of *** (the “**Supplemental Prepayment**”, and together with the Initial Prepayment, the “**Prepayment**”).

(iii) The Prepayment shall ***.”

2. Supplemental Prepayment Purpose. Smart Sand and Buyer agree that the purpose of the Supplemental Prepayment is ***.

3. General Provisions.

3.1 Defined Terms. Capitalized terms used and not defined herein shall have those definitions as set forth in the Agreement.

3.2 Successors and Assigns. The terms and conditions of this Amendment shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Amendment, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Amendment, except as expressly provided in this Amendment.

3.3 Counterparts; Facsimile. This Amendment may be executed and delivered by facsimile or pdf signature and 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.

3.4 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

3.5 No Other Changes. Except as expressly amended by this Amendment, all of the terms of the Agreement shall remain in full force and effect.

3.6 Entire Agreement. This Amendment together with the Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written agreements and all contemporaneous oral negotiation, commitments and understandings of the parties. This Amendment may not be changed or amended except by a writing executed by both parties hereto.

In Witness Whereof, the parties hereto have executed this **Second Amendment to Master Product Purchase Agreement** as of the date first written above.

SMART SAND, INC.

By: /s/ John Young (Signed March 30, 2023)

Name: John Young

Title: COO

EQT PRODUCTION COMPANY

By: /s/ Steven Ko (Signed March 30, 2023)

Name: Steven Ko

Title: Vice President, Completions

Appendix I
