

---

---

**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): June 24, 2021

---

**PQ Group Holdings Inc.**

---

Commission File Number: 001-38221

**Delaware**  
(State or other jurisdiction  
of incorporation)

**81-3406833**  
(IRS Employer  
Identification No.)

**300 Lindenwood Drive**  
**Malvern, Pennsylvania**  
(Address of principal executive offices)

**19355**  
(Zip Code)

**(610) 651-4400**  
(Registrant's telephone number, including area code)

---

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:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	PQG	New York Stock Exchange

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 announced, on February 28, 2021, PQ Group Holdings Inc. (the “Company”) entered into a Stock Purchase Agreement (the “Agreement”) with Sparta Aggregator L.P., a partnership established by Koch Minerals & Trading, LLC and Cerberus Capital Management, L.P. (the “Purchaser”), pursuant to which the Company will divest its Performance Chemicals business to the Purchaser.

On June 24, 2021, the Company and the Purchaser entered into the Amendment No. 1 to Stock Purchase Agreement (the “Amendment”) to modify the Purchaser’s non-compete provisions in the Agreement.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is attached hereto as Exhibit 2.1, and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
2.1	<a href="#"><u>Amendment No. 1 to Stock Purchase Agreement, dated as of June 24, 2021, by and among PQ Group Holdings Inc. and Sparta Aggregator L.P.</u></a>
104	The cover page from this Current Report on Form 8-K of PQ Group Holdings Inc., formatted in Inline XBRL and included as Exhibit 101

---

**SIGNATURE**

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 thereunto duly authorized.

**PQ GROUP HOLDINGS INC.**

Date: June 30, 2021

By: /s/ Joseph S. Koscinski

Name: Joseph S. Koscinski

Title: Vice President, General Counsel and Secretary

## AMENDMENT NO. 1 TO STOCK PURCHASE AGREEMENT

This AMENDMENT NO. 1 TO STOCK PURCHASE AGREEMENT (this “*Amendment*”) is made as of June 24, 2021, by and among PQ Group Holdings, Inc., a Delaware corporation (“*Parent*”) and Sparta Aggregator L.P., a Cayman Islands exempted limited partnership (“*Purchaser*”), and amends that certain Stock Purchase Agreement, dated as of February 28, 2021, by and among Parent and Purchaser (the “*Original Agreement*” and the Original Agreement as amended by this Amendment, the “*Purchase Agreement*”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Original Agreement.

WHEREAS, the parties to the Original Agreement desire to amend the Original Agreement as provided herein; and

WHEREAS, the parties hereto constitute all of the parties required to amend the Original Agreement in accordance with Section 11.9 thereof as provided herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

(a) Amendment. Section 6.15(e)(v) of the Original Agreement is hereby amended and restated in its entirety, effective immediately upon the execution of this Amendment, as follows:

“(v) owning, operating and engaging (A) in the Business as conducted as of the date hereof and as of the Closing Date or (B) in a Catalyst Business in Mexico.”

(b) Entire Agreement; Effect of Amendment. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Original Agreement, the terms of this Amendment will control. Except to the extent expressly modified herein or in conflict with the terms of this Amendment, the terms of the Original Agreement shall be unchanged and remain in full force and effect, and its provisions shall be binding on the parties hereto. The Original Agreement, as amended by this Amendment, supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in the Purchase Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. From and after the date hereof, all references in the Original Agreement to the “Agreement” shall mean the Purchase Agreement as modified by this Amendment.

(c) Miscellaneous. Article XI of the Original Agreement is hereby incorporated by reference and made a part hereof, *mutatis mutandis*.

(d) Binding. This Amendment shall be binding upon, and inure to, the benefit of, the legal representatives, heirs, successors and assigns of the respective parties.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment No. 1 to Stock Purchase Agreement has been duly executed and delivered by the parties hereto as of the date first written above.

**Parent**

PQ Group Holdings, Inc.

By: /s/ Joseph S. Koscinski  
Name: Joseph S. Koscinski  
Title: Vice President, General Counsel and Secretary

**Purchaser**

Sparta Aggregator L.P.

By: Sparta Acquisition Company,  
its General Partner

By: /s/ Dev Kapadia  
Name: Dev Kapadia  
Title: Director

By: /s/ Vance Holtzman  
Name: Vance Holtzman  
Title: Director

*[Signature Page to Amendment No. 1 to Stock Purchase Agreement]*