

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

(Amendment No. 1)¹

Quest Resource Holding Corporation

(Name of Issuer)

Common Stock, \$0.001 par value

(Title of Class of Securities)

74836W104

(CUSIP Number)

ELIZABETH R. GONZALEZ-SUSSMAN, ESQ.

OLSHAN FROME WOLOSKY LLP

1325 Avenue of the Americas

New York, New York 10019

(212) 451-2300

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

March 20, 2020

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

¹ The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

1	NAME OF REPORTING PERSON Hampstead Park Environmental Services Investment Fund LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 2,107,205
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 2,107,205
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,107,205	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.7%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON Daniel Friedberg	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 2,107,205
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 2,107,205
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,107,205	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.7%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSON Hampstead Park Capital Management, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 2,107,205
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 2,107,205
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,107,205	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 13.7%	
14	TYPE OF REPORTING PERSON OO	

The following constitutes Amendment No. 1 to the Schedule 13D filed by the undersigned ("Amendment No. 1"). This Amendment No. 1 amends the Schedule 13D as specifically set forth herein.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and restated as follows:

The Shares purchased by Hampstead Park Environmental were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business); and 27,205 of such Shares were purchased in open market purchases, 330,000 of such Shares were purchased in a public offering and 1,750,000 of such Shares were purchased pursuant to the Purchase Agreement (as defined in Item 4). The aggregate purchase price of the 2,107,205 Shares beneficially owned by Hampstead Park Environmental is approximately \$4,031,483, excluding underwriting discounts and commissions.

Item 5. Interest in Securities of the Issuer.

Items 5(a)-(c) are hereby amended and restated as follows:

(a) - (b) The Reporting Persons beneficially own 2,107,205 Shares which represents approximately 13.7% of the Issuer's outstanding Shares. The percentage of beneficial ownership of the Reporting Persons, as reported herein, was calculated by dividing (i) the total number of Shares beneficially owned by each Reporting Person as of March 23, 2020, as set forth herein, by (ii) the 15,372,905 Shares of Common Stock outstanding as of March 1, 2020, according to the Issuer's Annual Report on Form 10-K filed with the Securities and Exchange Commission ("SEC") on March 12, 2020.

Hampstead Park Environmental, Hampstead Park Capital and Mr. Friedberg each have shared power to vote and to dispose of the 2,107,205 Shares. Hampstead Park Capital is the sole member of Hampstead Park Environmental, and Mr. Friedberg is the Chief Executive Officer of Hampstead Park Capital; each may therefore be deemed to control Hampstead Park Environmental.

(c) Transactions in the Issuer's securities by the Reporting Persons during the last 60 days are listed in Annex A attached hereto.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 is hereby amended to add the following:

On March 20, 2020, Hampstead Park Environmental entered into a Trading Plan (the "Trading Plan") with Roth Capital Partners, LLC ("Roth") to effect purchases of Shares of the Issuer in compliance with all applicable laws, including, without limitation, Section 10(b) of the Exchange Act, and the rules and regulations promulgated thereunder, including, but not limited to, Rule 10b5-1.

The Trading Plan allows for the purchase of Shares by Roth on behalf of Hampstead Park Environmental. Shares purchased pursuant to the Trading Plan may only be purchased in accordance with trading parameters adopted by Hampstead Park Environmental, and there can be no assurance as to how many Shares, if any, will be purchased pursuant to the Trading Plan or at what price any such Shares will be purchased. A copy of the Trading Plan is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibit:

- 99.1 Trading Plan, dated March 20, 2020, by and between Hampstead Park Environmental Services Investment Fund LLC and Roth Capital Partners, LLC.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: March 24, 2020

HAMPSTEAD PARK ENVIRONMENTAL SERVICES INVESTMENT FUND
LLC

By: Hampstead Park Capital Management, LLC, its Sole Member

By: /s/ Daniel Friedberg
Name: Daniel Friedberg
Title: Chief Executive Officer

/s/ Daniel Friedberg
DANIEL FRIEDBERG

HAMPSTEAD PARK CAPITAL MANAGEMENT, LLC

By: /s/ Daniel Friedberg
Name: Daniel Friedberg
Title: Chief Executive Officer

Annex A

During the past 60 days, the Reporting Persons effected the following purchases and sale of the Shares in open market transactions:

<u>Nature of Transaction</u>	<u>Date of Purchase</u>	<u>Amount Purchased</u>	<u>Price Per Share (\$)</u>
<u>HAMPSTEAD PARK ENVIRONMENTAL SERVICES INVESTMENT FUND LLC</u>			
Purchase	03/18/2020	20,833	\$1.3497
Purchase	03/19/2020	6,372	\$1.3128



TRADING PLAN (SEC Rule 10b5-1)

This Trading Plan is entered into as of March 20, 2020 (the "Signing Date") between Hampstead Park Environmental Services Investment Fund LLC ("Client") and Roth Capital Partners, LLC ("Broker").

WHEREAS, Client wishes to establish this Trading Plan to sell or purchase shares of common stock, par value \$0.001 per share ("Stock"), of Quest Resource Holding Corporation ("Issuer") from Account Number _____ (the "Account") maintained with Broker, in accordance with the requirements of SEC Rule 10b5-1 under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

NOW, THEREFORE, Client and Broker agree as follows:

1. Trade Instructions. Client hereby instructs Broker to effect sales or purchases of shares of Stock of Issuer from or into the Account, as the case may be, in accordance with the attached Appendix A to Trading Plan ("Appendix A"). If Client specifies a date for trading which is a weekend or holiday, the trade shall not take place until after the opening of regular market trading hours on the next trading date.

2. Term. This Trading Plan shall become effective on March 23, 2020 (the "Trading Plan Effective Date") and shall terminate on the earlier of:

- (a) August 14, 2020 (specify date not to exceed two years from the Trading Plan Effective Date);
- (b) execution of all of the trade or expiration of all of the orders relating to such trades as specified in Appendix A;
- (c) the date Broker receives notice of the liquidation, dissolution, bankruptcy or insolvency of Client;
- (d) the date Broker receives notice of Client's death; or
- (e) termination of this Trading Plan in accordance with Section 7(b) or Section 15 hereof.

3. Representations and Warranties. Client represents and warrants that as of the date of this Trading Plan:

- (a) Client is not aware of any material nonpublic information concerning Issuer or any of its securities (including the Stock) and is entering into this Trading Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1.
- (b) Client is permitted to sell or purchase Stock in accordance with Issuer's insider trading policies and has obtained the approval of Issuer and its counsel to enter into this Trading Plan.
- (c) There are no legal, regulatory, contractual or other restrictions applicable to the trades contemplated under this Trading Plan that would interfere with Broker's ability to execute trades and effect delivery and settlement of such trades on behalf of Client (collectively, "Client Trading Restrictions").

4. Intent to Comply with Rule 10b5-1(c). It is Client's intent that this Trading Plan comply with the requirements of Rule 10b5-1(c), and this Trading Plan shall be interpreted to comply with such requirements.

5. Rule 144. Subsections (a), (b) and (c) of this Section 5 apply if the shares of Stock subject to this Trading Plan are "restricted securities" and/or Client may be an "affiliate" of Issuer, as such terms are defined in Rule 144 under the Securities Act of 1933, as amended. Subsection (d) of this Section 5 applies in all cases.

(a) Broker agrees to conduct all sales of Stock in accordance with the manner-of-sale requirements of Rule 144. Broker further agrees not to effect any sale of would exceed the amount limitation under Rule 144, assuming Broker's sales of Stock are the only sales subject to such limitation. Client agrees not to take, and to cause any person or entity with which Client would be required to aggregate sales of Stock pursuant to paragraph (a)(2) or (e) of Rule 144 not to take, any action that would cause sales of Stock by Broker not to comply with Rule 144.

(b) Client agrees to provide Broker with five executed copies of Form 144, which Broker shall complete and file on behalf of Client in the event of sales of Stock pursuant to this Trading Plan. Client understands and agrees that such Form 144 will include in the remarks section the following statement: "The shares covered by this Form 144 are being sold pursuant to a Rule 10b5-1 Trading Plan dated (plan effective date), which plan is intended to comply with Rule 10b5-1, and the representation regarding the seller's lack of knowledge of material nonpublic information is as of the date of the Trading Plan."

(c) Client shall disclose to Broker all trading plans involving the Stock established by Client at other firms that would be effective at any time during the period the Trading Plan is in effect and all trading activity involving the Stock that occurs during such period or which occurs within 90 days prior to the commencement of such period.

(d) Client agrees to notify Broker immediately if there is any change in Client's employment or affiliate or non-affiliate status.

6. Section 13 or Section 16 Filings. Client acknowledges and agrees that Client is responsible for making all filings, if any, required under Section 13 or Section 16 of the Exchange Act (and the rules and regulations thereunder) with respect to trades pursuant to this Trading Plan. To comply with Section 16 accelerated reporting requirements, Client must complete separately a duly executed Broker Instruction Letter.

7. Market Disruptions and Trading Restrictions.

(a) Client understands that Broker may not be able to effect a trade, in whole or in part, due to a market disruption or a legal, regulatory or contractual restriction on the part of Broker or any other event or circumstance. Client also understands that Broker may be unable to effect a trade consistent with ordinary principles of best execution due to insufficient volume of trading, failure of the Stock to reach and sustain a limit order price or other market factors in effect on the trade date specified in Appendix A. As soon as reasonably practicable after the cessation or termination of any such market disruption, restriction, event or circumstance, Broker shall resume effecting trades in accordance with the express provisions of this Trading Plan which are then applicable. Trades that are not executed as the result of any such market disruption, restriction, event or circumstance shall not be deemed to be a part of this Trading Plan.

(b) If Issuer enters into a transaction or any other event occurs that results, in Issuer's good faith determination, in the imposition of any Client Trading Restrictions on the part of Issuer as a stock offering requiring an affiliate lock-up, Client and Issuer shall promptly, but in no event later than three days prior to the date of the remaining trade(s) specified in Appendix A, provide Broker notice of such restrictions. With respect to any Client Trading Restrictions for which Client and Issuer have given Broker notice, Broker shall stop effecting trades under this Trading Plan, and this Trading Plan shall thereupon terminate. In such case, Client, Broker and (for purposes of acknowledgement) Issuer shall cooperate to establish a new trading plan in accordance with the requirements of Rule 10b-5(c).

8. Hedging Transactions. While this Trading Plan is in effect, Client agrees not to enter into or alter any corresponding or hedging transaction or position with respect to the Stock (including, without limitation, with respect to any securities convertible into or exchangeable for Stock, or any option or other right to purchase or sell Stock or such convertible or exchangeable securities).

9. Margin Loans. Shares subject to this Trading Plan may not be used to secure margin loans to Client made by Broker.

10. Compliance with Laws and Rules. Client understands and agrees that it is the responsibility of Client, and not Broker or Issuer, to determine whether this Trading Plan meets the requirements of Rule 10b5-1 and any other applicable federal or state laws or rules.

11. Entire Trading Plan. This Trading Plan constitutes the entire trading plan between Client and Broker and supersedes and replaces any prior instructions under Rule 10b5-1 from Client to Broker with respect to the sale or purchase of shares from or into the Account, as the case may be.

12. Notices and Other Communications. Any notices required or permitted to be given by Issuer and/or Client under this Trading Plan shall be provided in writing and signed by Client and Issuer and confirmed by telephone (Attn: John Weber, Fax: 949-720-7215; Tel.: 949-720-7160). With respect to any Client Trading Restrictions, Client and Issuer shall provide Broker notice of the anticipated duration of such restrictions, but shall not provide Broker information about the nature of such restrictions or any other information about such restrictions. Further, in no event shall Client or Issuer, at any time while this Trading Plan is in effect, communicate any material nonpublic information concerning Issuer or its securities (including the Stock) to Broker. Further, Client shall not at any time attempt to exercise any influence over how, when or whether to effect trades under this Trading Plan.

13. Third-Party Beneficiary. Client intends Issuer to be a third-party beneficiary of each and every representation and warranty contained in this Trading Plan to the extent necessary to enable Issuer to be fully protected from direct or indirect liability in connection with this Trading Plan.

14. Governing Law. This Trading Plan shall be governed by, and construed in accordance with the laws of, the state of California, as applied to agreements made and wholly performed in the state of California.

15. Amendments and Termination. This Trading Plan may be amended, modified or terminated only by a written instrument signed by Client and acknowledged by Client and acknowledged by Issuer (except as provided in Section 7(b) hereof). Client acknowledges and understands that any amendment to, or modification of, this Trading Plan shall be deemed to constitute the creation of a new trading plan. Accordingly, Client shall be required to restate and reaffirm, as of the date of such amendment or modification, each of the representations and warranties contained in Section 3 of this Trading Plan.

16. Counterparts. This Trading Plan may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed this Trading Plan as of the Signing Date.

Signature of Client: /s/ Daniel Friedberg
Name of Client: Hampstead Park Environmental Services Investment Fund LLC
Account Number:
Date:

Accepted by: Roth Capital Partners, LLC

By: /s/ John Weber
Name: John Weber
Title: Managing Director, Corporate & Executive Services
Date: 3-23-20

Acknowledged by:

Name of Issuer: Quest Resource Holding Corporation
By: /s/ Laurie L. Latham
Name: Laurie L. Latham
Title: Senior Vice President and Chief Financial Officer
Date: 3/21/2020

If you have any questions or need help completing your forms, call Roth Capital Partners, LLC at 800-678-9147 during business hours.