

**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 3, 2022**

GREENIDGE GENERATION HOLDINGS INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-40808
(Commission
File Number)

86-1746728
(IRS Employer
Identification No.)

135 Rennell Drive, 3rd Floor
Fairfield, CT
(Address of Principal Executive Offices)

06890
(Zip Code)

Registrant's telephone number, including area code: **(203) 718-5960**

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
Class A Common Stock, par value \$0.0001 per share	GREE	Nasdaq Global Select Market
8.50% Senior Notes due 2026	GREEL	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934:

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 disclosed, on September 19, 2022, Greenidge Generation Holdings Inc. (the “Company”) entered into an at market issuance sales agreement (the “Sales Agreement”) with B. Riley Securities, Inc. (“B. Riley”) and Northland Securities, Inc. (“Northland”). On October 3, 2022, the Company entered into Amendment No. 1 to the Sales Agreement (the “Amendment”) with B. Riley. The Amendment modifies the compensation payable to B. Riley for sales of the Company’s class A common stock. Pursuant to the Amendment, the Company shall pay to B. Riley in cash, upon each sale of the Company’s class A common stock sold pursuant to the Sales Agreement (“Placement Shares”), an amount equal to up to 5.0% of the gross proceeds from each sale of Placement Shares.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is attached to this Current Report on Form 8-K as Exhibit 10.1, which is incorporated by reference herein, and the Sales Agreement, which was attached as Exhibit 1.1 to the Company’s Registration Statement on Form S-3 filed on September 19, 2022.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	<u>Amendment No. 1 to At Market Issuance Sales Agreement, dated as of October 3, 2022, by and among Greenidge Generation Holdings Inc., B. Riley Securities, Inc. and Northland Securities, Inc.</u>
10.2*	<u>At Market Issuance Sales Agreement, dated September 19, 2022, by and among Greenidge Generation Holdings Inc., B. Riley Securities, Inc. and Northland Securities, Inc. (incorporated by reference to Exhibit 1.1 to the Company’s Registration Statement on Form S-3 filed on September 19, 2022).</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Previously filed.

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, hereunto duly authorized.

GREENIDGE GENERATION HOLDINGS INC.

Dated: October 3, 2022

By: /s/ Robert Loughran
Robert Loughran
Chief Financial Officer

AMENDMENT NO. 1 TO AT MARKET ISSUANCE SALES AGREEMENT

October 3, 2022

B. Riley Securities, Inc.
299 Park Avenue, 21st Floor
New York, NY 10171

Ladies and Gentlemen:

Greenidge Generation Holdings Inc. (the "Company") and B. Riley Securities, Inc. (the "Agent,"") are parties to that certain At Market Issuance Sales Agreement dated September 19, 2022 (the "Original Agreement"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Original Agreement. The Company and the Agent desire to amend the Original Agreement as set forth in this Amendment No. 1 thereto (this "Amendment") as follows:

1. Schedule 2 of the Original Agreement is hereby deleted in its entirety and replaced as follows:

SCHEDULE 2**Compensation**

The Company shall pay to the Agent in cash, upon each sale of Placement Shares pursuant to this Agreement, an amount equal to up to 5.0% of the gross proceeds from each sale of Placement Shares.

2. All references to "September 19, 2022" set forth in Schedule 1 and Exhibit 7(l) of the Original Agreement are revised to read "September 19, 2022 (as amended by Amendment No. 1 to At Market Issuance Sales Agreement, dated October 3, 2022)".
3. Except as specifically set forth herein, all other provisions of the Original Agreement shall remain in full force and effect.
4. This Amendment No. 1 shall become effective upon the date that the Company's registration statement on Form S-3 initially filed with the Commission on September 19, 2022 is declared effective under the Securities Act.
5. Entire Agreement; Amendment; Severability. This Amendment No. 1 to the Original Agreement together with the Original Agreement (including all schedules and exhibits attached hereto and thereto and Placement Notices issued pursuant hereto and thereto) constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof. All references in the Original Agreement to the "Agreement" shall mean the Original Agreement as amended by this Amendment No. 1; *provided, however*, that all references to "date of this Agreement" in the Original Agreement shall continue to refer to the date of the Original Agreement.
6. Applicable Law; Consent to Jurisdiction. This amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the principles of conflicts of laws. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the state and federal courts sitting in the City of New York, borough of Manhattan, for the adjudication of any dispute hereunder or in connection with any transaction contemplated hereby, and hereby irrevocably waives, and

agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof (certified or registered mail, return receipt requested) to such party at the address in effect for notices to it under this amendment and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

7. Waiver of Jury Trial. The Company and the Agent each hereby irrevocably waive any right they may have to a trial by jury in respect of any claim based upon or arising out of this amendment or any transaction contemplated hereby.

8. Counterparts. This amendment may be executed 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. Delivery of an executed amendment by one party to the other may be made by facsimile transmission.

[Remainder of Page Intentionally Blank]

If the foregoing correctly sets forth the understanding among the Company and the Agent, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding amendment to the Original Agreement between the Company and the Agent.

Very truly yours,

GREENIDGE GENERATION HOLDINGS INC.

By: /s/ Jeffrey E. Kirt

Name: Jeffrey E. Kirt

Title: Chief Executive Officer

B. RILEY SECURITIES, INC.

By: /s/ Patrice McNicoll

Name: Patrice McNicoll

Title: Co-Head of Investment Banking

[Signature page to Amendment No. 1 to At Market Issuance Sales Agreement]