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 13, 2022

EOS ENERGY ENTERPRISES, INC.
(Exact name of registrant as specified in its charter)

Delaware	001-39291	84-4290188
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

3920 Park Avenue Edison, New Jersey	08820
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (732) 225-8400

N/A
(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:

Title of Each Class	Trading Symbol	Name of Each Exchange on which Registered
Common stock, par value $0.0001 per share	**EOSE**	**The Nasdaq Stock Market LLC**
Warrants, each exercisable for one share of common stock	**EOSEW**	**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 June 13, 2022, Eos Energy Enterprises, Inc. (the "Company") and YA II PN, LTD ("Yorkville") amended the Standby Equity Purchase Agreement dated April 28, 2022 (the "Original SEPA") pursuant to that certain Amendment No. 1 to the Standby Equity Purchase Agreement, dated June 13, 2022 (the "SEPA Amendment" and, together with the Original SEPA, the "SEPA"), to revise the definition of "Commitment Amount" to clarify that the Exchange Cap (as defined in the Original SEPA) will not apply if the average price of all applicable sales of Common Shares under the SEPA (including the Commitment Fee Shares (as defined in the Original SEPA) in the number of shares sold for these purposes) equals or exceeds $2.15 per share (which represents the lower of (i) the Nasdaq Official Closing Price on the Trading Day (each as defined in the Original SEPA) immediately preceding the date of the Original SEPA; or (ii) the average Nasdaq Official Closing Price for the five Trading Days immediately preceding the date of the Original SEPA).

The foregoing description of the SEPA Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the SEPA Amendment, a copy of which is filed with this Current Report on Form 8-K as Exhibit 10.1 hereto and is hereby incorporated by reference.

Supplemental Agreement to the SEPA and Promissory Note Issuance

On June 13, 2022, the Company issued and sold a convertible promissory note with an aggregate principal amount of $7.5 million (the "Promissory Note") in a private placement to Yorkville under a supplemental agreement dated as of June 13, 2022 (the "Supplemental Agreement") to the SEPA between the Company and Yorkville.

The Company will use the proceeds from the sale of the Promissory Note for working capital and other general corporate purposes or, if different, in a manner consistent with the application thereof described in the Company's prospectus relating to the SEPA filed with the Securities and Exchange Commission on April 25, 2022 and included as a part of the Company's Registration Statement on Form S-3.

The Promissory Note has a maturity date of September 15, 2022 (the "Maturity Date"). Interest shall not accrue on the outstanding principal balance of the Promissory Note unless and until there is an event of default, upon the occurrence of which, interest shall accrue at a rate of 15% per year until collected in full. The Promissory Note is convertible into shares of the Company's Common Stock at a conversion price of $2.21 (the "Conversion Price") any time prior to the Maturity Date, subject to the terms and conditions of the Promissory Note. At any time that there is an outstanding balance owed under the Promissory Note, Yorkville may, pursuant to the terms of the Supplemental Agreement, require the Company to deliver an advance under the SEPA for the issuance and sale of Common Stock at the Conversion Price in order to offset the amounts owed by the Company to Yorkville under the Promissory Note. In addition, while there is an outstanding balance owed under the Promissory Note, the Company may use any advance requested by the Company pursuant to the SEPA to offset the amounts owed by the Company to Yorkville under the Promissory Note.

The foregoing descriptions of the Supplemental Agreement and the Promissory Note do not purport to be complete and are qualified in their entirety by reference to the full text of each of the Supplemental Agreement and the Promissory Note, copies of which are filed with this Current Report on Form 8-K as Exhibit 4.1 and Exhibit 4.2 hereto respectively and are hereby incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 of this Current Report on Form 8-K under the heading "Supplemental Agreement to the SEPA and Promissory Note Issuance" is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth under Item 1.01 of this Current Report on Form 8-K under the heading "Supplemental Agreement to the SEPA and Promissory Note Issuance" is incorporated herein by reference.

On June 13, 2022, the Company issued and sold the Promissory Note to Yorkville in a private placement pursuant to the exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"). The Company offered and sold the Promissory Note to Yorkville in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act without the involvement of any underwriter. The Company relied on this exemption from registration based in part on representations made by Yorkville in the Supplemental Agreement and the SEPA.

Item 9.01. Exhibits.

(d) Exhibits

Exhibit No.	Description
4.1	Convertible Promissory Note dated as of June 13, 2022 between Eos Energy Enterprises, Inc. and YA II PN, LTD.
10.1	Amendment No. 1 to the Standby Equity Purchase Agreement dated as of April 28, 2022 between Eos Energy Enterprises, Inc. and YA II PN, LTD.
10.2	Supplemental Agreement dated as of June 13, 2022 to the Standby Equity Purchase Agreement dated as of April 28, 2022 between Eos Energy Enterprises, Inc. and YA II PN, LTD.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: June 13, 2022

EOS ENERGY ENTERPRISES, INC.

By: /s/ Randall Gonzales
Name: Randall Gonzales
Title: Chief Financial Officer

NEITHER THIS NOTE NOR THE SECURITIES INTO WHICH THIS NOTE IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE. THESE SECURITIES HAVE BEEN SOLD IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

EOS ENERGY ENTERPRISES, INC.

CONVERTIBLE PROMISSORY NOTE

Original Principal Amount**:** $7,500,000
Issuance Date: June 13, 2022
Number: EOSE-1

FOR VALUE RECEIVED, EOS ENERGY ENTERPRISES, INC., a Delaware corporation (the "Company"), hereby promises to pay to the order of YA II PN, LTD., or its registered assigns (the "Holder"), the amount set out above as the Original Principal Amount (as reduced pursuant to the terms hereof pursuant to repayment, redemption, conversion or otherwise, the "Principal") and Payment Premium, in each case when due, whether upon the Maturity Date (as defined below), acceleration, redemption or otherwise (in each case in accordance with the terms hereof) and to pay interest ("Interest") on any outstanding Principal at the applicable Interest Rate (as defined below) from the date set out above as the Issuance Date (the "Issuance Date") until the same becomes due and payable, whether upon the Maturity Date or acceleration, conversion, redemption or otherwise (in each case in accordance with the terms hereof). Certain capitalized terms used herein are defined in Section 15. For the avoidance of doubt, the Issuance Date is the date of the first issuance of this Convertible Promissory Note (the "Note") regardless of the number of transfers and regardless of the number of instruments, which may be issued to evidence such Note. This Note was issued with a 2% original issue discount.

This Note is being issued pursuant to Section 2.05 of the Standby Equity Purchase Agreement dated April 28, 2022, as amended by Amendment No. 1 thereto, dated June 13, 2022, and as supplemented by the supplemental agreement date June 13, 2022 (the "SEPA") between the Company and the Holder.

(1) GENERAL TERMS

(a) Maturity Date. On the Maturity Date, the Company shall pay to the Holder an amount in cash representing all then outstanding Principal, plus the Payment Premium, and all accrued and unpaid Interest. The "Maturity Date" shall be September 15, 2022. This Note may be redeemed in accordance with Sections 1(c) and 1(d) hereof.

(b) Interest Rate and Payment of Interest. Interest shall not accrue on the outstanding principal balance hereof unless and until there is an Event of Default. Upon the occurrence of an Event of Default, interest shall accrue at a rate of 15% per year (the "Interest Rate") until collected in full. Interest shall be calculated on the basis of a 365-day year and the actual number of days elapsed, to the extent permitted by applicable law.

(c) Mandatory Repayments. The Company shall, at its own option, either (i) repay in cash each Installment Amount set forth on the Repayment Schedule on or before each applicable Repayment Date, (ii) repay each Installment Amount by submitting an Advance Notice (an "Advance Repayment") with an Advance Date on or before each applicable Repayment Date, or (iii) repay in a combination of a cash repayment or an Advance Repayment. In respect of any Installment Amount to be repaid by the Company in cash, the Company shall pay to the Holder the Installment Amount to be paid to the Holder, plus the Payment Premium, by wire transfer of immediately available funds in cash on or before such Repayment Date. If the Company elects an Advance Repayment, then the Company shall deliver an Advance Notice to the Holder in accordance with the terms and conditions of the SEPA requesting an advance amount equal to the Installment Amount, or portion thereof, to be paid by an Advance Repayment, that will have an Advance Date on or before the applicable Installment Date, which Advance Notice shall specify the Installment Amount, or portion thereof, to be repaid pursuant to such Advance Repayment. Upon the closing of such Advance Notice in accordance with Section 2.02 of the SEPA, the Holder shall offset the amount due to be paid by the Holder to the Company under the SEPA against the portion of the Installment Amount to be paid by the Advance Repayment. If any portion of the Installment Amount remains unpaid at the applicable Repayment Date, the Borrower shall repay such outstanding Installment Amount as a cash repayment. For the avoidance of doubt, the Payment Premium shall not apply in respect of any Installment Amount directly offset by an Advance Repayment but shall apply to any cash payments.

(d) Optional Redemption. The Company at its option shall have the right, but not the obligation, to redeem ("Optional Redemption") early a portion or all amounts outstanding under this Note as described in this Section; *provided* that (i) the Company provides the Holder with at least five Trading Days' prior written notice (each, a "Redemption Notice") of its desire to exercise an Optional Redemption, and (ii) the VWAP of the Company's Common Stock on each of the ten Trading Days immediately prior to the Redemption Notice is less than the Conversion Price, Each Redemption Notice shall be irrevocable and shall specify the outstanding balance of the Note to be redeemed. The "Redemption Amount" shall be equal to the outstanding Principal balance being redeemed by the Company, plus the Payment Premium, plus all accrued and unpaid interest. After receipt of the Redemption Notice, the Holder shall have five Trading Days to elect to convert all or any portion of this Note. On the sixth Trading Day after the Redemption Notice, the Company shall deliver to the Holder the Redemption Amount with respect to the Principal amount redeemed after giving effect to conversions effected during the five Trading Day period. The Holder may convert all or any part of this Note after receiving a Redemption Notice, in which case the Redemption Amount shall be reduced by the amount so converted.

(2) EVENTS OF DEFAULT.

(a) An "Event of Default", wherever used herein, means any one of the following events (whatever the reason and whether it shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body):

(i) the Company's failure to pay to the Holder any amount of Principal, Payment Premium, Interest, or other amounts when and as due under this Note or any other Transaction Document after such payment is due;

(ii) The Company or any subsidiary of the Company shall commence, or there shall be commenced against the Company or any subsidiary of the Company under any applicable bankruptcy or insolvency laws as now or hereafter in effect or any successor thereto, or the Company or any subsidiary of the Company commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Company or any subsidiary of the Company or there is commenced against the Company or any subsidiary of the Company any such bankruptcy, insolvency or other proceeding which remains undismissed for a period of 61 days; or the Company or any subsidiary of the Company is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or the Company or any subsidiary of the Company suffers any appointment of any custodian, private or court appointed receiver or the like for it or any substantial part of its property which continues undischarged or unstayed for a period of sixty one (61) days; or the Company or any subsidiary of the Company makes a general assignment for the benefit of creditors; or the Company or any subsidiary of the Company shall fail to pay, or shall state that it is unable to pay, or shall be unable to pay, its debts generally as they become due; or the Company or any subsidiary of the Company shall call a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts; or the Company or any subsidiary of the Company shall by any act or failure to act expressly indicate its consent to, approval of or acquiescence in any of the foregoing; or any corporate or other action is taken by the Company or any subsidiary of the Company for the purpose of effecting any of the foregoing;

(iii) The Company or any subsidiary of the Company shall default beyond applicable grace and cured periods in any of its obligations under any other debenture or any mortgage, credit agreement or other facility, indenture agreement, factoring agreement or other instrument under which there may be issued, or by which there may be secured or evidenced any indebtedness for borrowed money or money due under any long term leasing or factoring arrangement of the Company or any subsidiary of the Company in an amount exceeding $1,000,000, whether such indebtedness now exists or shall hereafter be created and such default shall result in such indebtedness becoming or being declared due and payable;

(iv) The Common Stock shall cease to be quoted or listed for trading, fail to have a bid price or VWAP, or fail to maintain a trading market on any Primary Market, for a period of 10 consecutive Trading Days;

(v) The Company or any subsidiary of the Company shall be a party to any Change of Control Transaction (as defined in Section 15) unless in connection with such Change of Control Transaction this Note is retired;

(vi) the Company's (A) failure to deliver the required number of shares of Common Stock to the Holder within 2 Trading Days after the applicable Delivery Date or (B) notice, written or oral, to the Holder of the Note, including by way of public announcement, at any time, of its intention not to comply with a request for conversion of this Note into shares of Common Stock that is tendered in accordance with the provisions of the Debentures;

(vii) the Company shall fail for any reason to deliver the payment in cash pursuant to a Buy-In (as defined herein) within five (5) Business Days after such payment is due;

(viii) The Company shall fail to observe or perform any other material covenant, agreement or warranty contained in, or otherwise commit any material breach or default of any provision of this Note (except as may be covered by Section 2(a)(i) through 2(a)(vii) hereof) or any Transaction Document (as defined in Section 15) which is not cured within any cure period prescribed therein.

(b) During the time that any portion of this Note is outstanding, if any Event of Default has occurred and is continuing, the full unpaid Principal amount of this Note and the Payment Premium, together with interest and other amounts owing in respect thereof, to the date of acceleration shall become at the Holder's election, immediately due and payable in cash. Furthermore, in addition to any other remedies, the Holder shall have the right (but not the obligation) to convert this Note (subject to the limitations set out in Section 3(c) at any time after (x) an Event of Default or (y) the Maturity Date at the Conversion Price. The Holder need not provide and the Company hereby waives any presentment, demand, protest or other notice of any kind, (other than required notice of conversion) and the Holder may immediately enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such declaration may be rescinded and annulled by Holder at any time prior to payment hereunder. No such rescission or annulment shall affect any subsequent Event of Default or impair any right consequent thereon.

(3) CONVERSION OF NOTE. This Note shall be convertible into shares of the Company's Common Stock, on the terms and conditions set forth in this Section 3.

(a) Conversion Right. Subject to the provisions of this Section 3, at any time or times on or after the Issuance Date, the Holder shall be entitled to convert any portion of the outstanding and unpaid Conversion Amount (as defined below) into fully paid and nonassessable shares of Common Stock, at the Conversion Price. The number of shares of Common Stock issuable upon conversion of any Conversion Amount pursuant to this Section 3(a) shall be determined by dividing (x) such Conversion Amount by (y) the Conversion Price (the "Conversion Rate"). The Company shall not issue any fraction of a share of Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share of Common Stock, the Company shall round such fraction of a share of Common Stock up or down to the nearest whole share. The Company shall pay any and all transfer, stamp and similar taxes that may be payable with respect to the issuance and delivery of Common Stock upon conversion of any Conversion Amount.

(i) "Conversion Amount" means the portion of the Principal to be converted, redeemed or otherwise with respect to which this determination is being made.

(ii) "Conversion Price" means $2.21.

(b) Mechanics of Conversion.

(i) Optional Conversion. To convert any Conversion Amount into shares of Common Stock on any date (a "Conversion Date"), the Holder shall (A) transmit by email with confirmation of delivery (or otherwise deliver by method set forth in Section 5), for receipt on or prior to 11:59 p.m., New York Time, on such date, a copy of an executed notice of conversion in the form attached hereto as Exhibit I (the "Conversion Notice") to the Company and (B) if required by Section 3(c)(ii), surrender this Note to a nationally recognized overnight delivery service for delivery to the Company (or an indemnification undertaking reasonably satisfactory to the Company with respect to this Note in the case of its loss, theft or destruction). On or before the third (3rd) Business Day following the date of receipt of a Conversion Notice (the "Share Delivery Date"), the Company shall issue and deliver to the address as specified in the Conversion Notice, a certificate, registered in the name of the Holder or its designee, for the number of shares of Common Stock to which the Holder shall be entitled which certificates shall not bear any restrictive legends unless required pursuant to rules and regulations of the Commission. Any shares of Common Stock issued upon conversion shall bear customary restrictive legends regarding restrictions on transfers under the applicable securities laws. If this Note is physically surrendered for conversion and the outstanding balance of this Note is greater than the portion of the Conversion Amount being converted, then the Company shall as soon as practicable and in no event later than three (3) Business Days after receipt of this Note and at its own expense, issue and deliver to the holder a new Note representing the outstanding balance not converted. The Person or Persons entitled to receive the shares of Common Stock issuable upon a conversion of this Note shall be treated for all purposes as the record holder or holders of such shares of Common Stock upon the receipt of a Conversion Notice.

(ii) Company's Failure to Timely Convert. If within three (3) from the Share Delivery Date the Company shall fail to issue and deliver a certificate to the Holder or credit the Holder's balance account with DTC for the number of shares of Common Stock to which the Holder is entitled upon such holder's conversion of any Conversion Amount (a "Conversion Failure"), and if on or after such Trading Day the Holder purchases (in an open market transaction or otherwise) Common Stock to deliver in satisfaction of a sale by the Holder of Common Stock issuable upon such conversion that the Holder anticipated receiving from the Company (a "Buy-In"), then the Company shall, within three (3) Business Days after the Holder's request and in the Holder's discretion, either (i) pay cash to the Holder in an amount equal to the Holder's total purchase price (including brokerage commissions and other out of pocket expenses, if any) for the shares of Common Stock so purchased (the "Buy-In Price"), at which point the Company's obligation to deliver such certificate (and to issue such Common Stock) shall terminate, or (ii) promptly honor its obligation to deliver to the Holder a certificate or certificates representing such Common Stock and pay cash to the Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of shares of Common Stock, times (B) the Closing Bid Price on the Conversion Date.

(iii) Book-Entry. Notwithstanding anything to the contrary set forth herein, upon conversion of any portion of this Note in accordance with the terms hereof, the Holder shall not be required to physically surrender this Note to the Company unless (A) the full Conversion Amount represented by this Note is being converted or (B) the Holder has provided the Company with prior written notice (which notice may be included in a Conversion Notice) requesting reissuance of this Note upon physical surrender of this Note. The Holder and the Company shall maintain records showing the Principal converted and the dates of such conversions or shall use such other method, reasonably satisfactory to the Holder and the Company, so as not to require physical surrender of this Note upon conversion.

(c) Limitations on Conversions.

(i) Beneficial Ownership. The Holder shall not have the right to convert any portion of this Note to the extent that after giving effect to such conversion, the Holder, together with any affiliate thereof, would beneficially own (as determined in accordance with Section 13(d) of the Exchange Act and the rules promulgated thereunder) in excess of 9.99% of the number of shares of Common Stock outstanding immediately after giving effect to such conversion. Since the Holder will not be obligated to report to the Company the number of shares of Common Stock it may hold at the time of a conversion hereunder, unless the conversion at issue would result in the issuance of shares of Common Stock in excess of 9.99% of the then outstanding shares of Common Stock without regard to any other shares which may be beneficially owned by the Holder or an affiliate thereof, the Holder shall have the authority, responsibility and obligation to determine whether the restriction contained in this Section will limit any particular conversion hereunder and to the extent that the Holder determines that the limitation contained in this Section applies, the determination of which portion of the Principal amount of this Note is convertible shall be the responsibility and obligation of the Holder. The provisions of this Section may be waived by a Holder (but only as to itself and not to any other Holder) upon not less than 65 days prior notice to the Company. Other Holders shall be unaffected by any such waiver.

(ii) Principal Market Limitations. Notwithstanding anything in this Note to the contrary, the Company shall not issue any shares of Common Stock upon conversion of this Note, or otherwise, if the issuance of such Common Stock, together with any Common Stock issued in connection the SEPA and with any other related transactions that may be considered part of the same series of transactions, would exceed the aggregate number of shares of Common Stock that the Company may issue in a transaction in compliance with the Company's obligations under the rules or regulations of Nasdaq Stock Market LLC (the "Nasdaq") and shall be referred to as the "Exchange Cap," except that such limitation shall not apply if the Company's stockholders have approved issuances in excess of the Exchange Cap in accordance with the rules of the Nasdaq.

(d) Other Provisions.

(i) The Company shall at all times reserve and keep available out of its authorized Common Stock the full number of shares of Common Stock issuable upon conversion of all outstanding amounts under this Note, and within three (3) Business Days following the receipt by the Company of a Holder's notice that such minimum number of Underlying Shares is not so reserved, the Company shall promptly reserve a sufficient number of shares of Common Stock to comply with such requirement.

(ii) All calculations under this Section 3 shall be rounded to the nearest $0.0001 or whole share.

(iii) Nothing herein shall limit a Holder's right to pursue actual damages or declare an Event of Default pursuant to Section 2 herein for the Company's failure to deliver certificates representing shares of Common Stock upon conversion within the period specified herein and such Holder shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief, in each case without the need to post a bond or provide other security. The exercise of any such rights shall not prohibit the Holder from seeking to enforce damages pursuant to any other Section hereof or under applicable law.

(iv) Conversion Costs. The Company agrees to reimburse the Holder for all reasonable costs incurred by the Holder in connection with any legal opinions paid for by the Holder in connection with sale of Underlying Shares (provided that the Company has first had the opportunity to obtain such a legal opinion on behalf of the Holder). The Holder shall notify the Company of any such costs and expenses it incurs that are referred to in this section from time to time and all amounts owed hereunder shall be paid by the Company with reasonable promptness.

(e) Adjustments to Conversion Price upon Subdivision or Combination of Common Stock. If the Company, at any time while this Note is outstanding, shall (a) pay a stock dividend or otherwise make a distribution or distributions on its Common Stock or any other equity or equity equivalent securities payable in shares which results in an increase in the number of outstanding Common Stock, (b) subdivide its outstanding Common Stock into a larger number, or (c) combine (including by way of reverse share split) outstanding Common Stock into a smaller number, then the Conversion Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding before such event and of which the denominator shall be the number of shares of Common Stock outstanding after such event. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision or combination.

(f) Whenever the Conversion Price is adjusted pursuant to Section 3 hereof, the Company shall promptly mail to the Holder a notice setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(g) In case of any (1) merger or consolidation of the Company or any subsidiary of the Company controlling more than one-half of the assets of the Company with or into another Person not affiliated with the Company, or (2) sale by the Company or any subsidiary of the Company of more than one-half of the assets of the Company in one or a series of related transactions, the Holder shall have the right to (A) exercise any rights under Section (3), (B) convert the aggregate amount of this Note then outstanding into the shares of stock and other securities, cash and property receivable upon or deemed to be held by holders shares of Common Stock following such merger, consolidation or sale, and such Holder shall be entitled upon such event or series of related events to receive such amount of securities, cash and property as the shares of Common Stock into which such aggregate Principal amount of this Note could have been converted immediately prior to such merger, consolidation or sales would have been entitled, or (C) in the case of a merger or consolidation, require the surviving entity to issue to the Holder a Convertible Note with a Principal amount equal to the aggregate Principal amount of this Note then held by such Holder, plus all accrued and unpaid interest and other amounts owing thereon, which such newly issued Convertible Note shall have terms identical (including with respect to conversion) to the terms of this Note, and shall be entitled to all of the rights and privileges of the Holder of this Note set forth herein and the agreements pursuant to which this Notes were issued. In the case of clause (C), the conversion price applicable for the newly issued Convertible Notes shall be based upon the amount of securities, cash and property that each share of Common stock would receive in such transaction and the Conversion Price in effect immediately prior to the effectiveness or closing date for such transaction. The terms of any such merger, sale or consolidation shall include such terms so as to continue to give the Holder the right to receive the securities, cash and property set forth in this Section upon any conversion or redemption following such event. This provision shall similarly apply to successive such events.

(4) REISSUANCE OF THIS NOTE.

(a) Transfer. If this Note is to be transferred, the Holder shall surrender this Note to the Company, whereupon the Company will forthwith issue and deliver upon the order of the Holder a new Note (in accordance with Section 4(d)), registered in the name of the registered transferee or assignee, representing the outstanding Principal being transferred by the Holder (along with any accrued and unpaid interest thereof) and, if less then the entire outstanding Principal is being transferred, a new Note (in accordance with Section 4(d)) to the Holder representing the outstanding Principal not being transferred. The Holder and any assignee, by acceptance of this Note benture, acknowledge and agree that, by reason of the provisions of Section 3(c)(ii) following conversion, repayment, or redemption of any portion of this Note, the outstanding Principal represented by this Note may be less than the Principal stated on the face of this Note.

(b) Lost, Stolen or Mutilated Note. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Note, and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Company in customary form and, in the case of mutilation, upon surrender and cancellation of this Note, the Company shall execute and deliver to the Holder a new Note (in accordance with Section 4(d)) representing the outstanding Principal.

(c) Note Exchangeable for Different Denominations. This Note is exchangeable, upon the surrender hereof by the Holder at the principal office of the Company, for a new Note or Notes (in accordance with Section 4(d)) representing in the aggregate the outstanding Principal of this Note, and each such new Note will represent such portion of such outstanding Principal as is designated by the Holder at the time of such surrender.

(d) Issuance of New Notes. Whenever the Company is required to issue a new Note pursuant to the terms of this Note, such new Note (i) shall be of like tenor with this Note, (ii) shall represent, as indicated on the face of such new Note, the Principal remaining outstanding (or in the case of a new Note being issued pursuant to Section 4(a) or Section 4(c), the Principal designated by the Holder which, when added to the principal represented by the other new Notes issued in connection with such issuance, does not exceed the Principal remaining outstanding under this Note immediately prior to such issuance of new Noted), (iii) shall have an issuance date, as indicated on the face of such new Note, which is the same as the Issuance Date of this Note, (iv) shall have the same rights and conditions as this Note, and (v) shall represent accrued and unpaid Interest from the Issuance Date.

(5) NOTICES. Any notices, consents, waivers or other communications required or permitted to be given under the terms hereof must be in writing and will be deemed to have been delivered: upon the later of (A) either (i) receipt, when delivered personally or (ii) one (1) Business Day after deposit with an overnight courier service with next day delivery specified, in each case, properly addressed to the party to receive the same and (B) receipt, when sent by e-mail. The addresses and e-mail addresses for such communications shall be:

If to the Company, to:	Eos Energy Enterprises, Inc. 3920 Park Avenue Edison, New Jersey 08820 Attention: Melissa Berube Telephone: (732) 983-1753 E-Mail: mberube@eose.com and legal@eose.com With a copy to: Davis Polk & Wardwell LLP 450 Lexington Avenue New York, New York 10017 Attention: Roshni Banker Cariello Telephone: (212) 450-4733 Email: roshni.cariello@davispolk.com
If to the Holder:	YA II PN, Ltd c/o Yorkville Advisors Global, LLC 1012 Springfield Avenue Mountainside, NJ 07092 Attention: Mark Angelo Telephone: 201-985-8300 Email: Legal@yorkvilleadvisors.com

or at such other address and/or e-mail address and/or to the attention of such other person as the recipient party has specified by written notice given to each other party three (3) Business Days prior to the effectiveness of such change. Written confirmation of receipt (i) given by the recipient of such notice, consent, waiver or other communication, (ii) electronically generated upon sending the e-mail or (iii) provided by a nationally recognized overnight delivery service, shall be rebuttable evidence of personal service, receipt by e-mail or receipt from a nationally recognized overnight delivery service in accordance with clause (i), (ii) or (iii) above, respectively.

(6) Except as expressly provided herein, no provision of this Note shall alter or impair the obligations of the Company, which are absolute and unconditional, to pay the principal of, interest and other charges (if any) on, this Note at the time, place, and rate, and in the coin or currency, herein prescribed. This Note is a direct obligation of the Company.

(7) This Note shall not entitle the Holder to any of the rights of a stockholder of the Company, including without limitation, the right to vote, to receive dividends and other distributions, or to receive any notice of, or to attend, meetings of stockholders or any other proceedings of the Company, unless and to the extent converted into shares of Common Stock in accordance with the terms hereof.

(8) After the Issuance Date, without the Holder's consent, the Company will not and will not permit any of their subsidiaries to, directly or indirectly, enter into, create, incur, assume or suffer to exist any indebtedness of any kind, on or with respect to any of its property or assets now owned or hereafter acquired or any interest therein or any income or profits therefrom that is senior in any respect to the obligations of the Company under this Note.

(9) This Note shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflicts of laws thereof. Each of the parties consents to the jurisdiction of the Courts of the State of New York sitting in New York County, New York and the U.S. District Court for the Southern District of New York sitting in New York County, New York in connection with any dispute arising under this Note and hereby waives, to the maximum extent permitted by law, any objection, including any objection based on forum non conveniens to the bringing of any such proceeding in such jurisdictions.

(10) If the Company fails to strictly comply with the terms of this Note, then the Company shall reimburse the Holder promptly for all fees, costs and expenses, including, without limitation, attorneys' fees and expenses incurred by the Holder in any action in connection with this Note, including, without limitation, those incurred: (i) during any workout, attempted workout, and/or in connection with the rendering of legal advice as to the Holder's rights, remedies and obligations, (ii) collecting any sums which become due to the Holder, (iii) defending or prosecuting any proceeding or any counterclaim to any proceeding or appeal; or (iv) the protection, preservation or enforcement of any rights or remedies of the Holder.

(11) Any waiver by the Holder of a breach of any provision of this Note shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Note. The failure of the Holder to insist upon strict adherence to any term of this Note on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Note. Any waiver must be in writing.

(12) If any provision of this Note is invalid, illegal or unenforceable, the balance of this Note shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder shall violate applicable laws governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum permitted rate of interest. The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law which would prohibit or forgive the Company from paying all or any portion of the principal of or interest on this Note as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this Note, and the Company (to the extent it may lawfully do so) hereby expressly waives all benefits or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impeded the execution of any power herein granted to the Holder, but will suffer and permit the execution of every such as though no such law has been enacted.

(13) Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

(14) THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION DOCUMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES' ACCEPTANCE OF THIS AGREEMENT.

(15) CERTAIN DEFINITIONS For purposes of this Note, the following terms shall have the following meanings:

(a) "Advance Date" shall have the meaning given to it in the SEPA

(b) "Advance Notice" shall have the meaning given to it in the SEPA.

(c) "Advance Repayment" shall have the meaning given to it in Section 1(c).

(d) "Bloomberg" means Bloomberg Financial Markets.

(e) "Business Day" means any day except Saturday, Sunday and any day which shall be a federal legal holiday in the United States or a day on which banking institutions are authorized or required by law or other government action to close.

(f) "Change of Control Transaction" means the occurrence of (a) an acquisition after the Issuance Date by an individual or legal entity or "group" (as described in Rule 13d-5(b)(1) promulgated under the Exchange Act) of effective control (whether through legal or beneficial ownership of capital stock of the Company, by contract or otherwise) of in excess of fifty percent (50%) of the voting securities of the Company (except that the acquisition of voting securities by the Holder or any other current holder of convertible securities of the Company shall not constitute a Change of Control Transaction for purposes hereof), (b) a replacement at one time or over time of more than one-half of the members of the board of directors of the Company (other than as due to the death or disability of a member of the board of directors) which is not approved by a majority of those individuals who are members of the board of directors on the Issuance Date (or by those individuals who are serving as members of the board of directors on any date whose nomination to the board of directors was approved by a majority of the members of the board of directors who are members on the Issuance Date), (c) the merger, consolidation or sale of fifty percent (50%) or more of the assets of the Company or any subsidiary of the Company in one or a series of related transactions with or into another entity, or (d) the execution by the Company of an agreement to which the Company is a party or by which it is bound, providing for any of the events set forth above in (a), (b) or (c). No transfer to a wholly-owned subsidiary shall be deemed a Change of Control Transaction under this provision.

(g) "Closing Bid Price" means the price per share in the last reported trade of the Common Stock on a Primary Market or on the exchange which the Common Stock is then listed as quoted by Bloomberg.

(h) "Commission" means the U.S. Securities and Exchange Commission.

(i) "Common Stock" means the common stock, par value $0.0001, of the Company and stock of any other class into which such shares may hereafter be changed or reclassified.

(j) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(k) "Installment Amount" means the Principal amount and accrued and unpaid interest due on each Repayment Date as set out under the column 'Installment Amount" in the Repayment Schedule, as adjusted for any optional redemption in accordance with Section 1(d), or any conversions in accordance with Section 3(a), if applicable.

(l) "Person" means a corporation, an association, a partnership, organization, a business, an individual, a government or political subdivision thereof or a governmental agency.

(m) "Primary Market" means the Nasdaq Capital Market.

(n) "Payment Premium" means an amount equal to 3% of the Principal amount of a payment being made by the Company in cash.

(o) "Repayment Date" means each date under the heading "Repayment Date" as set forth on the Repayment Schedule.

(p) "Repayment Schedule" means the schedule of repayments as set out on Exhibit II, or such other schedule of repayments as the parties may agree in writing from time to time.

(q) "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(r) "Trading Day" means a day on which the shares of Common Stock are quoted or traded on a Primary Market on which the shares of Common Stock are then quoted or listed; provided, that in the event that the shares of Common Stock are not listed or quoted, then Trading Day shall mean a Business Day.

(s) "Transaction Documents" means any existing or future agreement between the Company and the Holder.

(t) "Underlying Shares" means the shares of Common Stock issuable upon conversion of this Note in accordance with the terms hereof.

(u) "VWAP" means, for any Trading Day, the daily volume weighted average price of the Common Stock for such Trading Day on the Principal Market during regular trading hours as reported by Bloomberg.

IN WITNESS WHEREOF, the Company has caused this Convertible Promissory Note to be duly executed by a duly authorized officer as of the date set forth above.

COMPANY:

EOS ENERGY ENTERPRISES, INC.

By: /s/ Randall Gonzales
Name: Randall Gonzales
Title: Chief Financial Officer

EXHIBIT I
CONVERSION NOTICE

(To be executed by the Holder in order to Convert the NotePromissory)

TO:

The undersigned hereby irrevocably elects to convert $_____ of the outstanding balance of Convertible Promissory Note, No. ESOE-1, into shares of Common Stock of **EOS ENERGY ENTERPRISES, INC.**, according to the conditions stated therein, as of the Conversion Date written below.

Conversion Date: _____

Conversion Amount to be converted: $_____

Conversion Price: $ 2.21_____

Number of shares of Common Stock to be issued: _____

Please issue the shares of Common Stock in the following name and to the following address:

Issue to:

Authorized Signature: _____

Name: _____

Title: _____

Broker DTC Participant Code:

Account Number:

EXHIBIT II
REPAYMENT SCHEUDLE

Repayment Date	Principal	Interest(1)	Installment Amount	Payment Premium (3%)
August 11, 2022	$ 1,250,000.00	$ -	$ 1,250,000.00	$ 37,500.00
August 18, 2022	$ 1,250,000.00	$ -	$ 1,250,000.00	$ 37,500.00
August 25, 2022	$ 1,250,000.00	$ -	$ 1,250,000.00	$ 37,500.00
September 1, 2022	$ 1,250,000.00	$ -	$ 1,250,000.00	$ 37,500.00
September 8, 2022	$ 1,250,000.00	$ -	$ 1,250,000.00	$ 37,500.00
September 15, 2022	$ 1,250,000.00	$ -	$ 1,250,000.00	$ 37,500.00
Totals:	**$ 7,500,000**	**$ -**	**$ 7,500,000.00**	**$ 225,000**

(1) No interest is payable except upon an Event of Default.

Exhibit 10.1

AMENDMENT NO. 1 TO STANDBY EQUITY PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 (the "Amendment"), dated as of June 13, 2022, to the Standby Equity Purchase Agreement (the "SEPA"), dated as of April 28, 2022, by and between YA II PN, LTD., a Cayman Islands exempt limited partnership (the "Investor"), and Eos Energy Enterprises, Inc., a company incorporated under the laws of the State of Delaware (the "Company", and together with the Investor, the "Parties"), is being executed at the direction of the Parties.

WHEREAS, Section 13.02 of the SEPA permits the Parties to amend the SEPA through an instrument in writing signed by the Parties.

NOW, THEREFORE, in consideration of the foregoing and the agreements, provisions and covenants herein contained, the Parties agree as follows:

1. The defined term "Commitment Amount" in Section 1.14 of the SEPA is hereby deleted in its entirety and replaced with the following:

"Commitment Amount" shall mean $200,000,000 of Common Shares, *provided that*, the Company shall not effect any sales under this Agreement and the Investor shall not have the obligation to purchase Common Shares under this Agreement to the extent (but only to the extent) that after giving effect to such purchase and sale the aggregate number of Common Shares issued under this Agreement would exceed 19.99% of the outstanding Common Shares as of the date of this Agreement (the "Exchange Cap"); *provided further that,* the Exchange Cap will not apply (a) if the Company's stockholders have approved issuances in excess of the Exchange Cap in accordance with the rules of the Principal Market or (b) the average price of all applicable sales of Common Shares hereunder (including the Commitment Fee Shares in the number of shares sold for these purposes) equals or exceeds $2.15 per share (which represents the lower of (i) the Nasdaq Official Closing Price on the Trading Day immediately preceding the date of this Agreement; or (ii) the average Nasdaq Official Closing Price for the five Trading Days immediately preceding the date of this Agreement).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Parties hereto have caused this Amendment to be executed and delivered as of the day and year first written above.

COMPANY:

Eos Energy Enterprises, Inc.

By: /s/ Melissa Berube
Name: Melissa Berube
Title: General Counsel

INVESTOR:

YA II PN, LTD.
By: Yorkville Advisors Global II, LLC
Its: General Partner

By: /s/ Matt Beckman
Name: Matt Beckman
Title: Member

[Signature Page to Amendment No. 1]

Exhibit 10.2

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement (the "Agreement"), dated as of June 13, 2022, is entered into by and between YA II PN, LTD., a Cayman Islands exempt limited partnership (the "Investor") and EOS ENERGY ENTERPRISES, INC., a corporation organized and existing under the laws of the State of Delaware (the "Company").

BACKGROUND

(A) On April 28, 2022, the parties entered into a standby equity purchase agreement (the "Original SEPA"), as amended by Amendment No. 1 thereto on June 13, 2022 (the "Amendment" and together with the Original SEPA, the "SEPA"), pursuant to which the Company shall have the right to issue and sell to the Investor, from time to time as provided therein, and the Investor shall purchase from the Company, up to $200 million of the Company's shares of common stock, par value $0.0001 per share (the "Common Shares").

(B) Pursuant to Section 2.05 of the SEPA, subject to the mutual consent of the parties, from time to time the Company may request, and the Investor shall provide, pre-advance loans (each, a "Pre-Advance Loan") in the principal amount not to exceed $50 million, pursuant to a promissory note on terms and conditions to be agreed by the parties.

(C) The parties have agreed that the Investor shall provide a Pre-Advance Loan in the principal amount of $7,500,000, on the terms and conditions set forth in this Agreement pursuant to the issuance and sale by the Company of a convertible promissory note (the "Promissory Note") in the form attached hereto as Exhibit A to the Investor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investor hereby agree as follows:

1. **Definitions and Interpretation**

1.1 Capitalized terms not otherwise defined herein shall have the meanings set forth in the SEPA, as applicable.

2. **Pre-Advance Loan Closing**

2.1 First Pre-Advance Loan. Subject to the satisfaction (or waiver) of the conditions precedent to the Pre-Advance Loan set forth in Section 5 below, the Company shall issue and sell to the Investor, and the Investor shall purchase from the Company, the Promissory Note with a principal amount of $7,500,000 (the "Principal Amount") for a purchase price equal to $7,350,000 (the "Purchase Price").

2.2 Closing. The closing of the issuance and sale of the Promissory Note (the "Closing") shall occur at the offices Yorkville Advisors Global, LP, 1012 Springfield Avenue, Mountainside, NJ 07092. The Closing shall take place on the date hereof, subject to the satisfaction or waiver of the conditions to the Closing set forth in Section 4 below (or such other date as is mutually agreed to by the Company and the Investor) (the "Closing Date").

2.3 Form of Payment. Subject to the satisfaction of the terms and conditions of the this Agreement, on the Closing Date (i) the Investor shall deliver to the Company the Purchase Price of the Promissory Note to be issued and sold to the Investor on the Closing in immediately available funds to an account designated by the Company in writing and transmit notification to the Company that such funds transfer has been requested, and (ii) the Company shall deliver to the Investor, the Promissory Note duly executed on behalf of the Company in the Principal Amount.

3. Supplemental Agreements to the SEPA.

3.1 Investor Advance Notices. At any time during the Commitment Period, provided that there is an outstanding balance owed under the Promissory Note, the Investor may, by providing written notice to the Company in the form set forth herein as Exhibit B (an "Investor Notice"), require the Company to deliver an Advance Notice to the Investor in accordance with the following provisions:

(a) The Investor shall, in each Investor Notice, select the amount of the Advance, in its sole discretion, and the timing of delivery; provided that the amount of the Advance shall not exceed (i) the outstanding balance owed under the Promissory Note on the date of delivery of the Investor Notice, (ii) the Exchange Cap; *provided that* the Exchange Cap will not apply (a) if the Company's stockholders have approved issuances in excess of the Exchange Cap in accordance with the rules of the Principal Market or (b) as to any Advance, if the Purchase Price of Shares in respect of such Advance equals or exceeds $2.15 per share (which represents the lower of (x) Nasdaq Official Closing Price on the Trading Day immediately preceding the date of the SEPA; or (y) the average Nasdaq Official Closing Price for the five Trading Days immediately preceding the date of the SEPA) or (iii) the amount that would cause the aggregate number of Common Shares beneficially owned (as calculated pursuant to Section 13(d) of the Exchange Act) by the Investor and its Affiliates as a result of previous issuances and sales of Common Shares to Investor under this Agreement and the SEPA to exceed 9.99% of the then outstanding Common Shares (the "Ownership Limitation"). In connection with each Investor Notice delivered by the Investor, any portion of the Advance that would (i) cause the Investor to exceed the Exchange Cap, the Ownership Limitation or (ii) cause the aggregate number of Shares issued and sold to the Investor hereunder to exceed the Commitment Amount shall automatically be withdrawn with no further action required by the Company, and such Investor Notice shall be deemed automatically modified to reduce the amount of the Advance requested by an amount equal to such withdrawn portion; provided that in the event of any such automatic withdrawal and automatic modification, the Investor will promptly notify the Company of such event.

(b) The Purchase Price of the Shares in respect of any Advance Notice delivered pursuant to an Investor Notice shall be equal to the Conversion Price (as defined in the Promissory Note) in effect on the date of delivery of the Investor Notice.

(c) Investors Notices shall be delivered in accordance with the instructions set forth at the bottom of Exhibit B. An Investor Notice shall be deemed delivered on (i) the day it is received by the Company if such notice is received by email on or before 8:30 a.m. Eastern Time, or (ii) the immediately succeeding day if it is received by email after 8:30 a.m. Eastern Time.

(d) Upon the deemed delivery of an Investor Notice in accordance with Section 3.1(c) above, a corresponding Advance Notice shall simultaneously be deemed to have been delivered by the Company to the Investor, and any conditions precedent to such Advance Notice under the terms of the SEPA that have not been satisfied shall be deemed to have been waived by the Investor.

(e) Notwithstanding anything to the contrary in this Agreement, if on any day that an Investor Notice is delivered (i) the Company notifies the Investor that a Material Outside Event has occurred, or (ii) the Company notifies the Investor of a Black Out Period, the parties agree that such Investor Notice shall be automatically withdrawn.

3.2 Closings of an Advance Notice delivered pursuant to an Investor Notice.

(a) In respect of an Advance Notice deemed to be delivered pursuant to Section 3.1 above, the Advance Date shall be the date that the Advance Notice is deemed to be delivered.

(b) In respect of an Advance Notice deemed to be delivered pursuant to Section 3.1 above, the Investor shall pay the aggregate purchase price of the Shares (as set forth in the Settlement Document) by offsetting the amount of the aggregate purchase price of the Shares to be paid by the Investor against an equal amount outstanding under the Promissory Note (first towards accrued and unpaid interest, and then towards outstanding principal, with no deduction for any Payment Premium, as defined in the Promissory Note).

(c) The closing of each Advance Notice deemed to be delivered pursuant to Section 3.1 above and issuance of Shares related to such Advance Notice (each, an "Advance Notice Closing") shall take place as soon as practicable on or after each Advance Date in accordance with the procedures set forth below. In connection with each Advance Notice Closing, the Company and the Investor shall fulfill each of its obligations as set forth below:

(i) On each Advance Date, the Investor shall deliver to the Company a written document, in the form attached hereto as Exhibit C (each a "Settlement Document"), setting forth the final number of Shares to be purchased by the Investor, the Conversion Price, the aggregate amount of accrued and unpaid interest due on the Promissory Note as of the Advance Date that shall be offset by the issuance of Shares, the aggregate principal amount of the Promissory Note as of the Advance Date that shall be offset by the issuance of Shares and the total principal amount of the Promissory Note that shall be outstanding following the Closing of the Advance.

(ii) Promptly after receipt of the Settlement Document with respect to each Advance (and, in any event, not later than one Trading Day after such receipt), the Company will, or will cause its transfer agent to, electronically transfer such number of Shares to be purchased by the Investor (as set forth in the Settlement Document) by crediting the Investor's account or its designee's account at the Depository Trust Company through its Deposit Withdrawal at Custodian System or by such other means of delivery as may be mutually agreed upon by the parties hereto, and transmit notification to the Investor that such share transfer has been requested. No fractional shares shall be issued, and any fractional amounts shall be rounded to the next higher whole number of shares. To facilitate the transfer of the Common Shares by the Investor, the Common Shares will not bear any restrictive legends so long as there is an effective Registration Statement covering such Common Shares (it being understood and agreed by the Investor that notwithstanding the lack of restrictive legends, the Investor may only sell such Common Shares in compliance with the requirements of the Securities Act (including any applicable prospectus delivery requirements) or pursuant to an available exemption).

(iii) On or prior to the Advance Date, each of the Company and the Investor shall deliver to the other all documents, instruments and writings expressly required to be delivered by either of them pursuant to this Agreement or the SEPA in order to implement and effect the transactions contemplated herein.

4. Representations, Warranties and Covenants.

4.1 Representations and Warranties of the Company.

(a) For the purposes hereof, the Company represents and warrants to the Investor that, as of the date hereof and the Closing Date all of the representations and warranties in the SEPA are true and correct in all material respects (other than representations and warranties which address matters only as of a certain date, which shall be true and correct as written as of such certain date) and shall apply in respect of the issuance and sale of the Promissory Note and the transactions contemplated by this Agreement.

(b) The Company represents and warrants that it does not require shareholder approval prior to the issuance of the Promissory Note or any shares issuable upon conversion of the Promissory Note by the holder thereof in accordance with the terms and conditions of the Promissory Note.

(c) Share Reserve. The maximum number of Common Shares issuable upon conversion of the Promissory Note (the "Underlying Shares") have been duly authorized and reserved.

4.2 Representations and Warranties of the Investor. (a) For the purposes hereof, the Investor represents and warrants to the Company that, as of the date hereof and the Closing Date all of the representations and warranties in the SEPA are true and correct (other than representations and warranties which address matters only as of a certain date, which shall be true and correct as written as of such certain date) and shall apply in respect of the issuance and sale of the Promissory Note and the transactions contemplated by this Agreement.

(b) Investor understands that none of the Promissory Note or the Common Shares underlying the Promissory Note have been registered under the Securities Act. Investor also understands that the Promissory Note is being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Investor's representations contained in the Agreement. Investor hereby represents and warrants as follows:

(i) Investor Bears Economic Risk. Investor has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company so that it is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests. Investor must bear the economic risk of this investment indefinitely unless the Promissory Note (or the Underlying Shares) is registered pursuant to the Securities Act, or an exemption from registration is available. Investor also understands that there is no assurance that any exemption from registration under the Securities Act will be available and that, even if available, such exemption may not allow Investor to transfer all or any portion of the Promissory Note or the Underlying Shares under the circumstances, in the amounts or at the times Investor might propose.

(ii) Acquisition for Own Account. Investor is acquiring the Promissory Note for Investor's own account for investment only, and not with a view towards their distribution.

(iii) Purchaser Can Protect Its Interest. Investor represents that by reason of its, or of its management's, business or financial experience, Investor has the capacity to protect its own interests in connection with the transactions contemplated in this Agreement. Further, Investor is aware of no publication of any advertisement in connection with the transactions contemplated in the Agreement.

(iv) Accredited Investor. Investor represents that it is an accredited investor within the meaning of Regulation D under the Securities Act.

(v) Company Information. Investor has had an opportunity to discuss the Company's business, management and financial affairs with directors, officers and management of the Company and has had the opportunity to review the Company's operations and facilities. Purchaser has also had the opportunity to ask questions of and receive answers from, the Company and its management regarding the terms and conditions of this investment.

(vi) Rule 144. Investor acknowledges and agrees that the Promissory Note, and, if issued, the Underlying Shares, issued to Investor, are "restricted securities" as defined in Rule 144 promulgated under the Securities Act as in effect from time to time and must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Investor has been advised or is aware of the provisions of Rule 144, which permits limited resale of securities purchased in a private placement subject to the satisfaction of certain conditions, including, among other things, the availability of certain current public information about the Company, the resale occurring following the required holding period under Rule 144 and the number of securities being sold during any three-month period not exceeding specified limitations.

(vii) Foreign Investor. Investor hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Promissory Note or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Promissory Note, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any government or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Promissory Note. Investor's subscription and payment for and continued beneficial ownership of the Promissory Note will not violate any applicable securities or other laws of Investor's jurisdiction.

(viii) Transfer Restrictions. Investor acknowledges and agrees that the Promissory Note and, if issued, the Underlying Shares are subject to restrictions on transfer as set forth in the Promissory Note.

4.3 Opinion of Counsel. Prior to the Closing Date, the Company shall cause to be delivered to the Investor an opinion letter from counsel to the Company in form and substance reasonably satisfactory to the Investor.

4.4 Use of Proceeds. The Company will use the proceeds from the sale of the Promissory Note hereunder for working capital and other general corporate purposes or, if different, in a manner consistent with the application thereof described in the Registration Statement. Neither the Company nor any subsidiary will, directly or indirectly, use the proceeds of the transactions contemplated herein, or lend, contribute, facilitate or otherwise make available such proceeds to any Person (i) to fund, either directly or indirectly, any activities or business of or with any Person that is identified on the list of Specially Designated Nationals and Blocker Persons maintained by OFAC, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions Programs, or (ii) in any other manner that will result in a violation of Sanctions Programs.

4.5 Form of Promissory Note. The parties agree that for the purposes of this first Pre-Advance Loan, all references to a "Promissory Note" or "promissory note" in the SEPA shall be deemed to be to the Promissory Note.

4.6 Integration. The Company shall not issue any securities or enter into any transaction which would be integrated with the issuance of the Promissory Note pursuant to this Agreement or the issuance of additional Common Shares pursuant to this Agreement or the SEPA for the purposes of the shareholder approval requirements of the Nasdaq.

4.7 Use of SEPA. At any time during the Commitment Period, provided that there is an outstanding balance owed under the Promissory Note, if the Company delivers an Advance Notice to the Investor, the Investor shall offset the amount due to be paid to the Company under such Advance Notice against an equal amount outstanding under the Promissory Note (first towards accrued and unpaid interest, and then towards outstanding principal, with no deduction for any Payment Premium, as defined in the Promissory Note).

5. Conditions Precedent to the Promissory Note. The obligations of the Investor to purchase the Promissory Note shall be subject to the timely performance by the Company of their obligations hereunder, and the satisfaction, unless waived by the Investor, as of the Closing Date, of each of the following conditions:

5.1 Accuracy of Company's Representation and Warranties. The representations and warranties of the Company set forth in Section 4.1 shall be true and correct in all material respects.

5.2 Registration of the Common Shares with the SEC. There is an effective Registration Statement pursuant to which the Investor is permitted to utilize the prospectus thereunder to resell Common Shares issuable pursuant to Advance Notices under the SEPA.

5.4 Authority. The issuance of the Promissory Note and the performance by the Company of its obligations thereunder, including, without limitation, the issuance of the Underlying Shares upon conversion thereof, is legally permitted by all laws and regulations to which the Company is subject and is not in conflict with, or prohibited by, the organizational documents of the Company, or any contract, agreement, or arrangement with any third party.

5.5 No Suspension of Trading in or Delisting of Common Shares. The Common Shares are quoted for trading on the Principal Market. The Company shall not have received any written notice that is then still pending threatening the continued quotation of the Common Shares on the Principal Market.

5.6 Bring Down Certificate. The Investor shall have received on and as of the Closing Date a certificate of an executive officer of the Company confirming that all of the representations and warranties of the Company in this Agreement are true and correct on and as of the Closing Date, and that the Company has complied with all agreements and covenants and satisfied all other conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date.

5.7 Closing Statement. The Company shall have received a letter, duly executed by an officer of the Company, setting forth wire transfer instructions of the Company for the payment of the Purchase Price by the Investor.

6. **Counterparts and Delivery.** This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party, it being understood that the parties need not sign the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page were an original thereof.

7. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York without regard to the principles of conflict of laws. The parties further agree that any action between them shall be heard in New York County, New York, and expressly consent to the jurisdiction and venue of the Supreme Court of New York, sitting in New York County, New York and the United States District Court of the Southern District of New York, sitting in New York, New York, for the adjudication of any civil action asserted pursuant to this Agreement.

8. **Non-Exclusive Agreement.** Notwithstanding anything contained herein, this Agreement and the rights awarded to the Investor hereunder are non-exclusive, and the Company may, at any time throughout the term of this Agreement and thereafter, issue and allot, or undertake to issue and allot, any shares and/or securities and/or convertible notes, bonds, debentures, options to acquire shares or other securities and/or other facilities which may be converted into or replaced by Common Shares or other securities of the Company, and to extend, renew and/or recycle any bonds and/or debentures, and/or grant any rights with respect to its existing and/or future share capital.

9. **Assignment.** Neither this Agreement nor any rights or obligations of the parties hereto may be assigned to any other Person.

10. **Entire Agreement; Amendments.** This Agreement supersedes all other prior oral or written agreements between the Investor, the Company, their respective affiliates and persons acting on their behalf with respect to the matters discussed herein, and this Agreement, together with the SEPA, contains the entire understanding of the parties with respect to the matters covered herein and, except as specifically set forth herein, neither the Company nor the Investor makes any representation, warranty covenant or undertaking with respect to such matters. No provision of this Agreement may be waived or amended other than by an instrument in writing signed by the parties to this Agreement.

11. **The SEPA.** Other than as supplemented by this Agreement, the SEPA shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be signed by their duly authorized officers.

COMPANY:
EOS ENERGY ENTERPRISES, INC.

By: /s/ Randall Gonzales
Name: Randall Gonzales
Title: Chief Financial Officer

INVESTOR:
YA II PN, LTD.

By: Yorkville Advisors Global LP
Its: Investment Manager
By: Yorkville Advisors Global II, LLC
Its: General Partner

By: /s/ Matt Beckman
Name: Matt Beckman
Title: Member

EXHIBIT A

FORM OF PROMISSORY NOTE

EXHIBIT B

FORM OF INVESTOR NOTICE

Closing Statement

EXHIBIT C

FORM OF SETTLEMENT DOCUMENT