

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): December 8, 2020

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

Delaware

(State or other jurisdiction
of incorporation)

001-39291

(Commission File Number)

84-4290188

(IRS Employer
Identification No.)

3920 Park Avenue
Edison, New Jersey 08820

(Address of principal executive offices, including 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(s)	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 8.01 Other Events.

Adoption of Director Compensation Policy

On December 8, 2020, the compensation committee of the board of directors of the Company (the “Board”) approved the Company’s Non-Employee Director Compensation Policy (the “Director Compensation Policy”) to become effective as of December 8, 2020. The Director Compensation Policy provides for cash and equity compensation to be paid to non-employee members of the Board. Under the Director Compensation Policy, each non-employee director will be eligible to receive an annual cash retainer (the “Cash Retainer”) and an annual equity-based retainer (the “Equity Retainer”), payable 50% in restricted stock units of the Company (“Director RSUs”) and 50% in options to purchase Company common stock (“Director Options”). Members of the audit committee and any committee chairs are eligible to receive an additional retainer equal to \$50,000, payable in Director Options. All members of the Board will be reimbursed for their costs and expenses in attending Board meetings.

The Cash Retainer is equal to \$25,000 and will be paid beginning in calendar year 2021, in equal quarterly installments, in arrears, following the end of the calendar quarter in which the service occurred.

The Equity Retainer is equal to \$150,000, with the initial Equity Retainer granted to existing non-employee members of the Board as of December 8, 2020. Future Equity Retainers will generally be granted on the second trading day following each annual meeting of the Company’s stockholders. Any individual that becomes a non-employee director for the first time other than by election or appointment at an annual meeting of the Company’s stockholders will be granted an Equity Retainer in connection with the next annual meeting so long as such annual meeting is more than four calendar months from the date such individual becomes a non-employee director.

Director RSUs will be granted pursuant to the Company’s 2020 Incentive Plan (the “Plan”) and an underlying Restricted Stock Unit Award Agreement for directors (an “Director RSU Agreement”), and will vest on the earlier of (x) the first anniversary of the grant date, (y) immediately prior to the date of the next annual shareholders meeting of the Company, or (z) a Change in Control (as defined in the Plan), in each case subject to the director’s continued service on such vesting date. Director RSUs will immediately be settled upon vesting.

Director Options will be granted pursuant to the Plan and an underlying Option Award Agreement for directors (an “Director Option Agreement”), and will vest on the earlier of (x) the first anniversary of the grant date, (y) immediately prior to the date of the next annual shareholders meeting of the Company, or (z) a Change in Control (as defined in the Plan).

The foregoing description of the Director Compensation Policy does not purport to be complete and is qualified in its entirety by the terms and conditions of the Director Compensation Policy, the Director RSU Agreement and the Director Option Agreement. The Director Compensation Policy, and forms of each of the Director RSU Agreement and the Director Option Agreement, are respectively included as Exhibit 10.14, Exhibit 10.15 and Exhibit 10.16 to this Current Report and are each incorporated herein by reference.

Item 9.01 Financial Statement and Exhibits.

Exhibit Number	Description of Document
10.01	Non-Employee Director Compensation Policy
10.02	Director Form Restricted Stock Unit Award Agreement
10.03	Director Form Option Award Agreement

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.

EOS ENERGY ENTERPRISES, INC.

Dated: December 14, 2020

By: /s/ Sagar Kurada

Name: Sagar Kurada

Title: Chief Financial Officer

EOS ENERGY ENTERPRISES, INC.
NON-EMPLOYEE DIRECTOR COMPENSATION POLICY
(Effective as of December 8, 2020 (the “Effective Date”))

1. *Establishment of the Policy; Amendment.* Each member of the Board of Directors (the “Board”) of Eos Energy Enterprises, Inc. (the “Company”) who is not an employee or executive officer of the Company or its subsidiaries (each such member, a “Non-Employee Director”) will be eligible to receive the compensation described in this Non-Employee Director Compensation Policy (this “Policy”) for his or her Board service. This Policy may be amended or terminated at any time in the sole discretion of the Compensation Committee of the Board (the “Compensation Committee”). The terms of this Policy shall supersede all prior cash and/or equity compensation arrangements for service as a member of the Board between the Company and any Non-Employee Director and between any subsidiary of the Company and any of its non-employee directors. The cash compensation and equity grants described in this Policy shall be paid or be made, as applicable, automatically in accordance with the terms of the Policy, without the need for any further action by the Board or the Compensation Committee.

2. *Annual Cash Compensation; Payment.* Beginning in calendar year 2021 and for each calendar year thereafter, each individual who is a Non-Employee Director will be paid an annual cash retainer of \$25,000. There are no per-meeting attendance fees for attending Board meetings or meetings of any committee of the Board. The annual cash retainer payable hereunder will be paid in equal quarterly installments, in arrears, following the end of the calendar quarter in which the service occurred (pro-rated for any partial months of service).

3. *Equity Compensation.*

(a) *Generally.* Equity Awards will be granted under the Company’s 2020 Incentive Plan, as amended from time to time (the “Plan”).

(b) *Initial Equity Awards*

(i) *Initial Option Grants.* Each individual who either (x) is a Non-Employee Director on the Effective Date or (y) becomes a Non-Employee Director after the Effective Date will, as promptly as practicable following the Effective Date (in the case of clause (x)) or the commencement of such Non-Employee Director’s service as such (in the case of clause (y)), be granted an Option (as a Nonqualified Stock Option under the Plan) to purchase such number of shares (rounded to the nearest whole number) of Common Stock having an Option Value (as defined below) equal to \$75,000 as of the grant date of such Option (the “Initial Option Grant”). The Initial Option Grant shall vest and become exercisable upon the earlier of (A) the one-year anniversary of the grant date of such Initial Option Grant, and (B) immediately prior to the date of the next annual shareholders meeting of the Company following the grant date of such Initial Option Grant, in each case, subject to the Non-Employee Director’s continuous service as a member of the Board through such vesting date; *provided*, that, the Initial Option Grant will vest in full immediately prior to, and contingent upon, the consummation of a Change in Control. For purposes of this Policy, “Option Value” shall mean, with respect to any Award of an Option, the grant date fair value of such Option (i.e., Black-Scholes Value) determined in accordance with the reasonable assumptions and methodologies employed by the Company for calculating the fair value of an Option under Accounting Standards Codification 718.

(ii) Initial Restricted Stock Unit Grants. Each individual who either (x) is a Non-Employee Director on the Effective Date or (y) becomes a Non-Employee Director after the Effective Date will, as promptly as practicable following the Effective Date (in the case of clause (x)) or the commencement of such Non-Employee Director's service as such (in the case of clause (y)), be granted such number of Restricted Stock Units (rounded to the nearest whole number) in an amount equal to (A) \$75,000, divided by (B) the closing sales price for the Common Stock of the Company as listed on The Nasdaq Capital Market under the ticker symbol "EOSE" as of the grant date of such Restricted Stock Units (the "Initial RSU Grant"). The Initial RSU Grant will vest and be settled on the earlier of (I) the one-year anniversary of the grant date of such Initial RSU Grant, and (II) immediately prior to the date of the next annual shareholders meeting of the Company following the grant date of such Initial RSU Grant, in each case, subject to the Non-Employee Director's continuous service as a member of the Board through such vesting date; provided, that, the Restricted Stock Units will vest in full immediately prior to, and contingent upon, the consummation of a Change in Control.

(c) Continuing Grants. Subject to Section 3(d), on the second trading day following each annual meeting of the Company's stockholders after the Effective Date, each individual who is then a Non-Employee Director shall be granted (i) an Option (as a Nonqualified Stock Option under the Plan) to purchase such number of shares (rounded to the nearest whole number) of Common Stock having an Option Value equal to \$75,000 as of the grant date of such Option (a "Continuing Option Grant") and (ii) such number of Restricted Stock Units (rounded to the nearest whole number) in an amount equal to (A) \$75,000, divided by (B) the closing sales price for the Common Stock of the Company as listed on The Nasdaq Capital Market under the ticker symbol "EOSE" as of the grant date of such Restricted Stock Units (a "Continuing RSU Grant" and, together with the Continuing Option Grant, the "Continuing Grants"). Each Continuing Grant shall vest and become exercisable upon the earlier of (x) the one-year anniversary of the grant date of such Continuing Grant, and (y) immediately prior to the date of the next annual shareholders meeting of the Company following the grant date of such Continuing Grant, in each case, subject to the Non-Employee Director's continuous service as a member of the Board through such vesting date; provided, that, each Continuing Grant will vest in full immediately prior to, and contingent upon, the consummation of a Change in Control.

(d) Continuing Grants for Certain New Non-Employee Directors. If an individual becomes a Non-Employee Director for the first time other than by election or appointment at an annual meeting of the Company's stockholders, such Non-Employee Director shall be entitled to receive Continuing Grants in connection with the next annual meeting pursuant to Section 3(c) above; provided, however, that the date on which such individual became a Non-Employee Director is not less than four calendar months prior to the date of the next annual meeting of the Company's stockholders. If the date on which such individual became a Non-Employee Director is less than four calendar months prior to the date of the next annual meeting of the Company's stockholders, then such Non-Employee Director shall not be granted any Continuing Grants pursuant to Section 3(c) above in connection with such next annual meeting of the Company's stockholders.

4. Expenses. The Company will reimburse each Non-Employee Director for all reasonable out-of-pocket expenses incurred by such Non-Employee Director for attending meetings of the Board of any committee thereof; provided, that, such Non-Employee Director timely submits to the Company appropriate documentation substantiating such expenses in accordance with the Company's expense policy, as in effect from time to time.

5. Capitalized Terms. Capitalized terms used herein but not defined shall have the meaning ascribed to such term in the Plan.

DIRECTOR FORM RESTRICTED STOCK UNIT AWARD AGREEMENT

This Restricted Stock Unit Award Agreement (this "Agreement") is dated as of [_____], and is made by and between Eos Energy Enterprises, Inc., a Delaware corporation (the "Company"), and the Participant whose name appears on the signature page to this Agreement ("Director"). Capitalized terms used herein and not defined shall have the meaning ascribed to such terms in the B. Riley Principal Merger Corp. II 2020 Incentive Plan, as amended from time to time.

Witnesseth:

Whereas, the Board has adopted the Plan to motivate Eligible Persons of the Company or its Affiliates by providing them with an ownership interest in the Company;

Whereas, the Committee has approved the grant to Director of the aggregate number of Restricted Stock Units set forth on the signature page to this Agreement; and

Whereas, Director and the Company desire to enter into an agreement to evidence and confirm the grant of such Restricted Stock Units on the terms and conditions set forth herein.

Now, therefore, to evidence the Restricted Stock Units so granted, and to set forth the terms and conditions governing such Restricted Stock Units, the Company and Director hereby agree as follows:

1. Grant. The Company hereby evidences and confirms its grant to Director, effective as of the date hereof (the "Grant Date"), of the aggregate number of Restricted Stock Units set forth on the signature page hereof.

2. Vesting.

(a) Vesting. Except as otherwise provided in this Agreement, subject to the continuous engagement of Director by the Company or any Affiliate through the applicable vesting date, the Restricted Stock Units shall fully vest on the earlier of (i) the first anniversary of the Grant Date, and (ii) immediately prior to the date of the next annual shareholders meeting of the Company following the Grant Date; provided, that, the Restricted Stock Units shall vest in full upon the consummation of a Change in Control.

(b) Committee Acceleration. The Committee may accelerate the vesting of all or any portion of the Restricted Stock Units, at any time and from time to time. Notwithstanding the immediately preceding sentence, except as approved by the Committee, no Restricted Stock Units shall vest after the date on which Director receives a notice of termination of engagement from the Company or tenders a notice of termination to the Company, as applicable.

3. Termination. In the event Director's services to the Company and its Affiliates are terminated for any reason, the Restricted Stock Units (or portion thereof) that are not vested as of Director's termination of services shall be immediately forfeited and cancelled on the date of such termination of services.

4. Transferability. Except as expressly permitted under Section 14(b) of the Plan, the Restricted Stock Units may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution.

5. Settlement. To the extent the Restricted Stock Units (or portion thereof) shall have become vested, and subject to such administrative regulations as the Committee may have adopted, the Restricted Stock Units shall be settled and issued in accordance with the terms and conditions of Section 9(d)(ii) of the Plan.

6. Forfeiture; Recovery of Compensation. By accepting, or being deemed to have accepted, the Restricted Stock Units, Director expressly agrees to be bound by the terms of any clawback or recoupment policy of the Company that applies to incentive compensation that includes the Restricted Stock Units. Nothing in the preceding sentence will be construed as limiting the general application of Section 7(a) of this Agreement.

7. General Provisions.

(a) Plan Provisions. The Restricted Stock Units granted hereunder are being issued pursuant to and in accordance with the Plan (a copy of which has been made available to Director) and, as such, are subject in all respects to the Plan, all of the terms of which are made a part of and incorporated into this Agreement. In the event of any conflict between any term of this Agreement and the terms of the Plan, the terms of the Plan shall control.

(b) No Rights as a Stockholder. Director shall have no voting or other rights as a stockholder of the Company with respect to any Restricted Stock Units (or portion thereof) until the Restricted Stock Units (or portion thereof) have been settled and issued in accordance with the terms and conditions of Section 9(d)(ii) of the Plan.

(c) Securities Law Matters; Compliance with Rule 144.

(i) Director acknowledges that, until the Common Stock to be acquired upon the settlement of the Restricted Stock Units has been registered under the Securities Act or such other state or foreign laws, as applicable, (A) the Common Stock to be acquired upon the settlement of the Restricted Stock Units has not been registered under the Securities Act or any state or foreign securities or "blue sky" laws; (B) the Common Stock to be acquired upon the settlement of the Restricted Stock Units must be held indefinitely and Director must continue to bear the economic risk of the investment in the Common Stock unless the Common Stock is subsequently registered under the Securities Act and such state or foreign laws or an exemption from registration is available; (C) when and if the Common Stock to be acquired upon the settlement of the Restricted Stock Units may be disposed of without registration in reliance upon Rule 144 of the Securities Act ("Rule 144"), such disposition can generally be made only in limited amounts in accordance with the provisions of such rule; and (D) a notation shall be made in the appropriate records of the Company indicating that the Common Stock to be acquired upon the settlement of the Restricted Stock Units is subject to restrictions on transfer set forth in this Agreement and, if the Company should in the future engage the services of a stock transfer agent, appropriate stop-transfer restrictions will be issued to such transfer agent with respect to the Common Stock to be acquired upon the settlement of the Restricted Stock Units.

(ii) Compliance with Rule 144. If the Common Stock to be acquired upon the settlement of the Restricted Stock Units (or portion thereof) are to be disposed of in accordance with Rule 144, Director shall transmit to the Company an executed copy of Form 144 (if required by Rule 144) no later than the time such form is required to be transmitted to the Securities and Exchange Commission for filing and such other documentation as the Company may reasonably require to assure compliance with Rule 144 in connection with such disposition.

(d) Binding Effect; Benefits; Assignability. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or Director without the prior written consent of the other party.

(e) Amendment. This Agreement may be amended, modified or supplemented only by a written instrument executed by Director and the Company; provided, however, that, without Director's consent, the Committee may amend (such amendment to have the minimum economic effect necessary, as determined by the Committee in its sole discretion) this Agreement in such a manner as may be necessary or appropriate to avoid having the Restricted Stock Units become subject to the penalty provisions of Section 409A of the Code.

(f) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

(g) Counterparts; Section Headings. This Agreement may be executed in any number of counterpart, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. The parties hereto agree to accept a signed facsimile or portable document format copy of this Agreement as a fully binding original. Except as otherwise indicated, references herein to any "Section" means a "Section" of this Agreement, and the section headings in this Agreement are for purposes of reference only and shall not limit or define the meaning hereof.

-- Signature page follows --

In Witness Whereof, the Company and Director have executed this Restricted Stock Unit Award Agreement as of the date first above written.

Eos Energy Enterprises, Inc.

By: _____

Name:

Title:

Director

Address:

Number of Restricted
Stock Units:

DIRECTOR FORM OPTION AWARD AGREEMENT

This Option Award Agreement (this "Agreement") is dated as of [_____], and is made by and between Eos Energy Enterprises, Inc., a Delaware corporation (the "Company"), and the Participant whose name appears on the signature page to this Agreement ("Director"). Capitalized terms used herein and not defined shall have the meaning ascribed to such terms in the B. Riley Principal Merger Corp. II 2020 Incentive Plan, as amended from time to time.

Witnesseth:

Whereas, the Board has adopted the Plan to motivate Eligible Persons of the Company or its Affiliates by providing them with an ownership interest in the Company;

Whereas, the Committee has approved the grant to Director of an Option to purchase the aggregate number of shares of Common Stock set forth on the signature page to this Agreement, at the per share Exercise Price set forth on the signature page to this Agreement; and

Whereas, Director and the Company desire to enter into an agreement to evidence and confirm the grant of such Option on the terms and conditions set forth herein.

Now, therefore, to evidence the Option so granted, and to set forth the terms and conditions governing such Option, the Company and Director hereby agree as follows:

1. Grant. The Company hereby evidences and confirms its grant to Director, effective as of the date hereof (the "Grant Date"), of an Option to purchase the aggregate number of shares of Common Stock set forth on the signature page hereof (the "Shares"). The Option shall have an Exercise Price per share (which is not less than the Fair Market Value as of the date hereof) set forth on the signature page to this Agreement, and is not intended to be an Incentive Stock Option.

2. Vesting and Exercisability.

(a) Vesting. Except as otherwise provided in this Agreement, subject to the continuous engagement of Director by the Company or any Affiliate through the applicable vesting date, the Option shall fully vest and become exercisable on the earlier of (i) the first anniversary of the Grant Date, and (ii) immediately prior to the date of the next annual shareholders meeting of the Company following the Grant Date; provided, that, the Option shall vest in full upon the consummation of a Change in Control.

(b) Committee Acceleration. The Committee may accelerate the vesting or exercisability of all or any portion of the Option, at any time and from time to time. Notwithstanding the immediately preceding sentence, except as approved by the Committee, no Option shall vest or become exercisable after the date on which Director receives a notice of termination of engagement from the Company or tenders a notice of termination to the Company, as applicable.

3. Termination.

(a) Normal Termination Date. Unless earlier terminated pursuant to Section 3(b), the Option shall terminate and be cancelled on the fifth anniversary of the Grant Date (the "Normal Termination Date").

(b) Early Termination.

(i) For Cause; Breach of Restrictive Covenants. In the event Director's services to the Company and its Affiliates are terminated by the Company for Cause, the Option (or portion thereof) then held by Director (whether or not then vested or exercisable) shall be immediately forfeited and cancelled, in full, on the date of such termination of services. In addition, if, while Director is bound by any restrictive covenants in favor of the Company and its Affiliates, Director breaches any such provision, the Option (or portion thereof) then held by Director (whether or not then vested or exercisable) shall be immediately forfeited and cancelled, in full, on the date of such breach.

(ii) For Any Other Reason. In the event Director's services to the Company and its Affiliates are terminated for any reason other than a reason specified in Section 3(b)(i), the Option (or portion thereof) then held by Director that is then vested and exercisable shall remain exercisable for a period of 12 months from the date of such termination, but in no event after the Normal Termination Date.

(iii) Termination of Unvested Option. The Option (or portion thereof) that is not vested and exercisable as of Director's termination of services shall be immediately forfeited and cancelled on the date of such termination of services.

4. Transferability. Except as expressly permitted under Section 14(b) of the Plan, the Option may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution.

5. Exercise.

(a) Exercise Generally. To the extent that the Option (or portion thereof) shall have become and remain vested and exercisable, and subject to Section 3 and such administrative regulations as the Committee may have adopted, Director may exercise such Option in accordance with the terms and conditions of Section 7(d) of the Plan.

(b) Limitations on Exercise. Notwithstanding anything to the contrary contained in this Agreement, the Option may not be exercised in whole or in part, and no notation shall be made in the books of the Company and/or certificates representing Shares shall be delivered, unless (i) all requisite approvals and consents of any governmental authority of any kind having jurisdiction over the exercise of the Option shall have been secured; (ii) the purchase of the Shares upon the exercise of the Option shall be exempt from registration under applicable U.S. federal and state securities laws, and applicable non-U.S. securities laws, or the Shares shall have been registered under such laws; and (iii) the aggregate Exercise Price shall have been paid and all applicable withholding requirements shall have been satisfied.

6. Forfeiture; Recovery of Compensation. By accepting, or being deemed to have accepted, the Option, Director expressly agrees to be bound by the terms of any clawback or recoupment policy of the Company that applies to incentive compensation that includes the Option. Nothing in the preceding sentence will be construed as limiting the general application of Section 7(a) of this Agreement.

7. General Provisions.

(a) Plan Provisions. The Option granted hereunder is being issued pursuant to and in accordance with the Plan (a copy of which has been made available to Director) and, as such, is subject in all respects to the Plan, all of the terms of which are made a part of and incorporated into this Agreement. In the event of any conflict between any term of this Agreement and the terms of the Plan, the terms of the Plan shall control.

(b) No Rights as a Stockholder. Director shall have no voting or other rights as a stockholder of the Company with respect to any Shares underlying the Option until the Option (or portion thereof) has been exercised in accordance with Section 7(d) of the Plan and the Shares have been delivered to Director.

(c) Securities Law Matters; Compliance with Rule 144.

(i) Securities Law Matters. Director acknowledges that, until the Shares underlying this Option have been registered under the Securities Act or such other state or foreign laws, as applicable, (A) the Shares underlying the Option have not been registered under the Securities Act or any state or foreign securities or “blue sky” laws; (B) the Shares underlying the Option must be held indefinitely and Director must continue to bear the economic risk of the investment in the Shares unless the Shares are subsequently registered under the Securities Act and such state or foreign laws or an exemption from registration is available; (C) when and if the Shares underlying the Option may be disposed of without registration in reliance upon Rule 144 of the Securities Act (“Rule 144”), such disposition can generally be made only in limited amounts in accordance with the provisions of such rule; and (D) a notation shall be made in the appropriate records of the Company indicating that the Shares underlying the Option are subject to restrictions on transfer set forth in this Agreement and, if the Company should in the future engage the services of a stock transfer agent, appropriate stop-transfer restrictions will be issued to such transfer agent with respect to the Shares underlying the Option.

(ii) Compliance with Rule 144. If any of the Shares underlying the Option are to be disposed of in accordance with Rule 144, Director shall transmit to the Company an executed copy of Form 144 (if required by Rule 144) no later than the time such form is required to be transmitted to the Securities and Exchange Commission for filing and such other documentation as the Company may reasonably require to assure compliance with Rule 144 in connection with such disposition.

(d) Binding Effect; Benefits; Assignability. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by the Company or Director without the prior written consent of the other party.

(e) Amendment. This Agreement may be amended, modified or supplemented only by a written instrument executed by Director and the Company; provided, however, that, without Director’s consent, the Committee may amend (such amendment to have the minimum economic effect necessary, as determined by the Committee in its sole discretion) this Agreement in such a manner as may be necessary or appropriate to avoid having the Option become subject to the penalty provisions of Section 409A of the Code.

(f) Severability. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

(g) Counterparts; Section Headings. This Agreement may be executed in any number of counterpart, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. The parties hereto agree to accept a signed facsimile or portable document format copy of this Agreement as a fully binding original. Except as otherwise indicated, references herein to any “Section” means a “Section” of this Agreement, and the section headings in this Agreement are for purposes of reference only and shall not limit or define the meaning hereof.

-- Signature page follows --

In Witness Whereof, the Company and Director have executed this Option Award Agreement as of the date first above written.

Eos Energy Enterprises, Inc.

By: _____

Name:

Title:

Director

Address:

Number of Shares of Common Stock
subject to the Option:

Per Share Exercise Price: \$