SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

(Amendment No. 12)*

Eos Energy Enterprises, Inc.

(Name of Issuer)

Common Stock, par value $0.0001 per share

(Title of Class of Securities)

(CUSIP Number)

Alexander D. Benjamin
875 Third Avenue, 11th Floor,
New York, NY, 10022
(212) 891-2100

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

08/04/2026

(Date of Event Which Requires Filing of This Statement)

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

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

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Cerberus Capital Management II, L.P.
2	Check the appropriate box if a member of a Group (See Instructions)

2	☐ (a) ☐ (b)
3	SEC use only
4	Source of funds (See Instructions) AF
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐
6	Citizenship or place of organization DELAWARE

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 175,829,986.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 175,829,986.00
	10	Shared Dispositive Power 0.00

11	Aggregate amount beneficially owned by each reporting person 175,829,986.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐
13	Percent of class represented by amount in Row (11) 32.6 %
14	Type of Reporting Person (See Instructions) IA, PN

SCHEDULE 13D

CUSIP No.

1	Name of reporting person CCM Denali Equity Holdings, LP
2	Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)
3	SEC use only
4	Source of funds (See Instructions) AF
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐
6	Citizenship or place of organization DELAWARE

Number of	7	Sole Voting Power

Shares Beneficially Owned by Each Reporting Person With:		175,829,986.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 175,829,986.00
	10	Shared Dispositive Power 0.00

11	Aggregate amount beneficially owned by each reporting person 175,829,986.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐
13	Percent of class represented by amount in Row (11) 32.6 %
14	Type of Reporting Person (See Instructions) PN

SCHEDULE 13D

CUSIP No.

1	Name of reporting person CCM Denali Equity Holdings GP, LLC
2	Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)
3	SEC use only
4	Source of funds (See Instructions) AF
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐
6	Citizenship or place of organization DELAWARE

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 175,829,986.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 175,829,986.00
	10	Shared Dispositive Power 0.00

11	Aggregate amount beneficially owned by each reporting person

	175,829,986.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐
13	Percent of class represented by amount in Row (11) 32.6 %
14	Type of Reporting Person (See Instructions) OO

SCHEDULE 13D

CUSIP No.

1	Name of reporting person CCM Frontier JV Holdco, LLC		
2	Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)		
3	SEC use only		
4	Source of funds (See Instructions) WC		
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐		
6	Citizenship or place of organization DELAWARE		
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 20,017,772.00	
	8	Shared Voting Power 0.00	
	9	Sole Dispositive Power 20,017,772.00	
	10	Shared Dispositive Power 0.00	
11	Aggregate amount beneficially owned by each reporting person 20,017,772.00		
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐		
13	Percent of class represented by amount in Row (11) 5.2 %		
14	Type of Reporting Person (See Instructions) OO		

SCHEDULE 13D

CUSIP No.

1	Name of reporting person CCM Frontier Power USA Holdings, LP		
2	Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)		
3	SEC use only		
4	Source of funds (See Instructions) AF		
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐		
6	Citizenship or place of organization DELAWARE		
Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 20,017,772.00	
	8	Shared Voting Power 0.00	
	9	Sole Dispositive Power 20,017,772.00	
	10	Shared Dispositive Power 0.00	
11	Aggregate amount beneficially owned by each reporting person 20,017,772.00		
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐		
13	Percent of class represented by amount in Row (11) 5.2 %		
14	Type of Reporting Person (See Instructions) PN		

SCHEDULE 13D

CUSIP No.

1	Name of reporting person CCM Frontier Power USA Holdings GP, LLC
2	Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)

3	SEC use only
4	Source of funds (See Instructions) AF
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐
6	Citizenship or place of organization DELAWARE

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power 20,017,772.00
	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 20,017,772.00
	10	Shared Dispositive Power 0.00

11	Aggregate amount beneficially owned by each reporting person 20,017,772.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐
13	Percent of class represented by amount in Row (11) 5.2 %
14	Type of Reporting Person (See Instructions) OO

SCHEDULE 13D

CUSIP No.

1	Name of reporting person Cerberus GP Manager LLC
2	Check the appropriate box if a member of a Group (See Instructions) ☐ (a) ☐ (b)
3	SEC use only
4	Source of funds (See Instructions) AF
5	Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e) ☐
6	Citizenship or place of organization DELAWARE

Number of Shares Beneficially	7	Sole Voting Power 20,017,772.00

Owned by Each Reporting Person With:	8	Shared Voting Power 0.00
	9	Sole Dispositive Power 20,017,772.00
	10	Shared Dispositive Power 0.00

11	Aggregate amount beneficially owned by each reporting person 20,017,772.00
12	Check if the aggregate amount in Row (11) excludes certain shares (See Instructions) ☐
13	Percent of class represented by amount in Row (11) 5.2 %
14	Type of Reporting Person (See Instructions) OO

SCHEDULE 13D

Item 1. Security and Issuer

(a) Title of Class of Securities:

Common Stock, par value $0.0001 per share

(b) Name of Issuer:

Eos Energy Enterprises, Inc.

(c) Address of Issuer's Principal Executive Offices:

Two Allegheny Center Nova Tower 2, Pittsburgh, PENNSYLVANIA , 15212.

Item 1 Comment: The following constitutes Amendment No. 12 ("Amendment No. 12") to the Schedule 13D filed with the Securities and Exchange Commission ("SEC") by Cerberus Capital Management II, L.P. ("Cerberus Capital Management II"), CCM Denali Equity Holdings, LP ("CCM Denali Equity") and CCM Denali Equity Holdings GP, LLC ("CCM Denali Equity GP", and together with Cerberus Capital Management II and CCM Denali Equity, the "Initial Reporting Persons") on June 28, 2024, as amended by Amendment No. 1 filed on July 29, 2024, Amendment No. 2 filed on September 3, 2024, Amendment No. 3 filed on September 12, 2024, Amendment No. 4 filed on November 4, 2024, Amendment No. 5 filed on December 17, 2024, Amendment No. 6 filed on January 27, 2025, Amendment No. 7 filed on March 17, 2025, Amendment No. 8 filed on April 20, 2026, Amendment No. 9 filed on May 14, 2026, Amendment No. 10 filed on July 2, 2026, and Amendment No. 11 filed on July 9, 2026. This Amendment No. 12 amends and supplements the Schedule 13D as specifically set forth herein. All capitalized terms contained herein but not otherwise defined shall have the meanings ascribed to such terms in the Schedule 13D, as amended. Information given in response to each item shall be deemed incorporated by reference in all other items, as applicable.

Item 2. Identity and Background

(a) This Schedule 13D is being filed by (i) the Initial Reporting Persons, (ii) CCM Frontier JV Holdco, LLC ("CCM Frontier"), (iii) CCM Frontier Power USA Holdings, LP ("CCM Frontier LP"), (iv) CCM Frontier Power USA Holdings GP, LLC ("CCM Frontier GP"), and (v) Cerberus GP Manager LLC ("Cerberus GP Manager", and together with CCM Frontier, CCM Frontier LP, and CCM Frontier GP, the "JV Reporting Persons", and collectively with the Initial Reporting Persons, the "Reporting Persons"). Cerberus Capital Management II is the sole member of CCM Denali Equity GP and CCM Denali Equity GP is the general partner of CCM Denali Equity. CCM Frontier LP is the sole member of CCM Frontier, CCM Frontier GP is the general partner of CCM Frontier LP, and Cerberus GP Manager is the sole member of CCM Frontier GP. The JV Reporting Persons are affiliates of the Initial Reporting Persons, and the JV Reporting Persons may be deemed to be members of a Section 13(d) group with the Initial Reporting Persons. Set forth on Exhibit 99.2 hereto are the names and principal business addresses of the control persons of Cerberus Capital Management II, the control person of Cerberus GP Manager, and the managers of CCM Denali Equity GP (collectively, the "Scheduled Persons"). Except as disclosed herein, to the best knowledge of the Reporting Persons, none of the Scheduled Persons individually holds any securities of the Issuer.

(b) The principal business address for the Reporting Persons is 875 Third Avenue, 11th Floor, New York, New York

10022.

(c) Each of the Reporting Persons is engaged in the business of investing. This Schedule 13D relates to securities of Eos Energy Enterprises Inc. (the "Issuer") held directly by each of CCM Denali Equity and CCM Frontier. The principal business of Cerberus Capital Management II is providing investment management services to certain investment funds or other investment advisory clients and serving as the sole member of CCM Denali Equity GP. The principal business of CCM Denali Equity is holding certain investments. The principal business of CCM Denali Equity GP is serving as the general partner of CCM Denali Equity. The principal business of CCM Frontier is holding certain investments. The principal business of CCM Frontier LP is serving as the sole member of CCM Frontier. The principal business of CCM Frontier GP is serving as the general partner of CCM Frontier LP. The principal business of Cerberus GP Manager is serving as the sole member of CCM Frontier GP and a control person of other affiliated entities.

(d) None of the Reporting Persons nor, to the best knowledge of the Reporting Persons, any of the Scheduled Persons, have been, during the last five years, convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) None of the Reporting Persons nor, to the best knowledge of the Reporting Persons, any of the Scheduled Persons, have been, during the last five years, a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Cerberus Capital Management II is a Delaware limited partnership. CCM Denali Equity is a Delaware limited partnership. CCM Denali Equity GP is a Delaware limited liability company. CCM Frontier is a Delaware limited liability company. CCM Frontier LP is a Delaware limited partnership. CCM Frontier GP is a Delaware limited liability company. Cerberus GP Manager is a Delaware limited liability company.

Item 3. Source and Amount of Funds or Other Consideration

Item 3 is hereby amended and supplemented by the addition of the following: The information in Item 4 is incorporated herein by reference.

Item 4. Purpose of Transaction

Item 4 is hereby amended and supplemented by the addition of the following: Pursuant to the previously disclosed A&R Term Sheet, on August 4, 2026, the Issuer, CCM Frontier, and HBC MSF Capital Solutions Blocker II LLC, an affiliate of Hudson Bay Capital Management LP ("HBC"), consummated the closing of the funding (the "Funding") of Frontier Power USA Parent, LLC (the "JV Company"), a Delaware limited liability company and a joint venture among the Issuer, CCM Frontier and HBC. Pursuant to a Contribution and Warrants Purchase Agreement (the "Contribution and Warrants Purchase Agreement"), dated as of August 4, 2026, by and between CCM Frontier and the JV Company, CCM Frontier (i) caused the JV Company to receive the benefit of certain contracts, contacts, investment opportunities, subject matter expertise and other going concern value with respect to the Frontier power platform developed by affiliates of CCM Frontier and (ii) contributed cash and certain assets to the JV Company as detailed in the Contribution and Warrants Purchase Agreement. In exchange therefor and for certain funds previously contributed by CCM Frontier to the JV Company, the JV Company (A) issued to CCM Frontier 50,000,001 Class A-1 Units of the JV Company and 100,000,000 Class A-2 Units of the JV Company and (B) sold and transferred to CCM Frontier warrants to purchase 20,017,772 shares of Common Stock of the Issuer (the "JV Warrants") that were previously contributed to the JV Company by the Issuer. The foregoing description of the Contribution and Warrants Purchase Agreement is qualified in its entirety by reference to the full text of the Contribution and Warrants Purchase Agreement, which is filed as Exhibit 99.3 and is incorporated herein by reference. The JV Warrants are governed by that certain Warrant Agreement, dated as of August 4, 2026, by and between the Issuer and Continental Stock Transfer & Trust Company, as warrant agent (the "Warrant Agreement"). The JV Warrants are exercisable at an exercise price of $5.481 per share of Common Stock and expire on the tenth anniversary of the date of issuance. The JV Warrants may be exercised for cash or on a cashless basis. The Issuer may lower the exercise price and extend the duration of the JV Warrants under certain conditions described in the Warrant Agreement. The Issuer has certain rights to redeem the JV Warrants beginning five years after the date of issuance of the JV Warrants under certain conditions described in the Warrant Agreement. The JV Warrants are subject to customary anti-dilution adjustments as described in the Warrant Agreement. The foregoing description of the Warrant Agreement is qualified in its entirety by reference to the full text of the Warrant Agreement, the form of which is incorporated by reference as Exhibit 99.4 and is incorporated herein by reference. In connection with the closing of the Funding, on August 4, 2026, the JV Company, the Issuer, CCM Frontier and HBC entered into an Amended and Restated Limited Liability Company Agreement of the JV Company, which provides for the governance, management and operations of the JV Company. In addition, on August 4, 2026, (i) the Issuer, the JV Company and HBC entered into an Exchange Agreement, which, among other things, provides HBC with the right, from time to time, to exchange Class C Units in the JV Company that it holds for shares of Common Stock of the Issuer and (ii) the JV Company, CCM Frontier and the Issuer entered into a letter agreement, which, among other things, provides that if HBC exercises its exchange right, 10% of the Class C Units in the JV Company that the Issuer receives in the exchange are cancelled and reissued to CCM Frontier and CCM Frontier will have the right to purchase up to the remaining 90% of such Class C Units from the Issuer at a price of $1.00 per Class C Unit. Further, on August 4, 2026, the Issuer and CCM Frontier entered into a Registration Rights Agreement (the "Registration Rights Agreement") pursuant to which the Issuer agreed to customary resale registration rights for the shares of Common Stock issuable upon the exercise of the JV Warrants. Pursuant to the Registration Rights Agreement, the Issuer agreed to prepare and, as soon as practicable, but in no event later than the 30th calendar day after August 4, 2026, file with the SEC a registration statement on Form S-3 covering the resale of the shares of Common Stock issuable upon exercise of the JV Warrants. In addition, the Issuer agreed to use its best efforts to have such resale registration statement declared effective by the SEC as soon as practicable, but in no event later than the earlier of the (i) 60th calendar day after August 4, 2026, and (ii) the second business day after the date the Issuer is notified (orally or in writing, whichever is earlier) by the SEC that such registration statement will not be reviewed or will not be subject to further review. The foregoing description of the Registration Rights Agreement is qualified in its entirety by reference to the full text of the Registration Rights Agreement, which is filed as Exhibit 99.5 and is incorporated herein by reference. In addition, CCM Denali Equity has agreed to extend the lock-up restriction of Section 4.1(d) of the previously disclosed Securities Purchase Agreement to December 21, 2026.

Item 5. Interest in Securities of the Issuer

(a) The amount of shares of Common Stock issuable upon exercise of the Warrant (as defined in Item 4 in the original Schedule 13D and subject to the limitations as described therein) and issuable upon the conversion Series B-1 Preferred Stock, Series B-2 Preferred Stock, Series B-3 Preferred Stock, and Series B-4 Preferred Stock detailed below reflect antidilution adjustments pursuant to the terms of such securities that were triggered by additional issuances of securities by the Issuer. Each of the Initial Reporting Persons may be deemed to beneficially own 175,829,986 shares of Common Stock, which amount includes 44,435,304 shares of Common Stock of the Issuer issuable upon exercise of the Warrant (as defined in Item 4 in the original Schedule 13D and subject to the limitations as described therein), 36,067,246 shares of Common Stock of the Issuer issuable upon conversion of 31.940063 shares of Series B-1 Preferred Stock, 32,528,734 shares of Common Stock of the Issuer issuable upon conversion of 28.806463 shares of Series B-2 Preferred Stock, 43,203,670 shares of Common Stock of the Issuer issuable upon conversion of 38.259864 shares of Series B-3 Preferred Stock, and 19,595,032 shares of Common Stock of the Issuer issuable upon conversion of 16.150528 shares of Series B-4 Preferred Stock. Such amount of beneficial ownership represents approximately 32.6% of the Common Stock outstanding, based on 364,167,744 shares of Common Stock outstanding as of August 3, 2026, as reported in the Issuer's Form 10-Q filed with the SEC on August 5, 2026. The securities of the Issuer beneficially owned by the Initial Reporting Persons reported herein are directly held and beneficially owned by CCM Denali Equity. CCM Denali Equity GP, as the general partner of CCM Denali Equity, may be deemed to beneficially own the securities of the Issuer held by CCM Denali Equity. Cerberus Capital Management II, as the sole member of CCM Denali Equity GP, may be deemed to beneficially own the securities of the Issuer held by CCM Denali Equity. Each of the JV Reporting Persons may be deemed to beneficially own 20,017,772 shares of Common Stock issuable upon the exercise of the JV Warrants. Such amount of beneficial ownership represents approximately 5.2% of the Common Stock outstanding, based on 364,167,744 shares of Common Stock outstanding as of August 3, 2026, as reported in the Issuer's Form 10-Q filed with the SEC on August 5, 2026. The securities of the Issuer beneficially owned by the JV Reporting Persons reported herein are directly held and beneficially owned by CCM Frontier. CCM Frontier LP, as the sole member of CCM Frontier, may be deemed to beneficially own the securities of the Issuer held by CCM Frontier. CCM Frontier GP, as the general partner of CCM Frontier LP, may be deemed to beneficially own the securities of the Issuer held by CCM Frontier. Cerberus GP Manager, as the sole member of CCM Frontier GP, may be deemed to beneficially own the securities of the Issuer held by CCM Frontier.

(b) Items 7 through 10 of each of the cover pages of this Schedule 13D are incorporated herein by reference. Each of the Initial Reporting Persons may be deemed to have sole voting power and sole dispositive power over 175,829,986 shares of Common Stock. Each of the JV Reporting Persons may be deemed to have sole voting power and sole dispositive power over 20,017,772 shares of Common Stock. The information in Item 5(a) above is incorporated herein by reference.

(c) The disclosure in Item 4 and Item 5(a) is incorporated herein by reference. Except as disclosed in this Schedule 13D, as amended, there have been no transactions by the Reporting Persons or the Scheduled Persons in the securities of the Issuer during the past sixty days.

(d) The disclosure regarding the relationship between the Reporting Persons in Item 2(a) of this Schedule 13D is incorporated herein by reference.

(e) Not applicable.

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

Item 6 is hereby amended and supplemented by the addition of the following: The disclosure in Item 4 is incorporated herein by reference. The Contribution and Warrants Purchase Agreement is filed as Exhibit 99.3 and is incorporated herein by reference. The form of Warrant is incorporated by reference as Exhibit 99.4 and is incorporated herein by reference. The Registration Rights Agreement is filed as Exhibit 99.5 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

99.1 Agreement Regarding the Joint Filing of Schedule 13D by and among the Reporting Persons. 99.2 Control Persons of Cerberus Capital Management II, Control Person of Cerberus GP Manager, and Managers of CCM Denali Equity GP. 99.3 Contribution and Warrants Purchase Agreement, by and between CCM Frontier and the JV Company, dated as of August 4, 2026. 99.4 Form of Warrant Agreement (incorporated by reference to Exhibit 4.2 to the Issuer's Form 8-K, filed with the SEC on July 2, 2026). 99.5 Registration Rights Agreement, by and between the Issuer and CCM Frontier, dated as of August 4, 2026.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Cerberus Capital Management II, L.P.

Signature: /s/ Alexander D. Benjamin
Name/Title: Alexander D. Benjamin/Senior Managing Director and Chief Legal Officer
Date: 08/06/2026

CCM Denali Equity Holdings, LP

Signature: /s/ Alexander D. Benjamin
Name/Title: Alexander D. Benjamin/Manager, CCM Denali Equity Holdings GP, LLC, its general partner
Date: 08/06/2026

CCM Denali Equity Holdings GP, LLC

Signature: /s/ Alexander D. Benjamin
Name/Title: Alexander D. Benjamin/Manager
Date: 08/06/2026

CCM Frontier JV Holdco, LLC

Signature: /s/ Jake Hansen
Name/Title: Jake Hansen/President
Date: 08/06/2026

CCM Frontier Power USA Holdings, LP

Signature: /s/ Jake Hansen
Name/Title: Jake Hansen/President
Date: 08/06/2026

CCM Frontier Power USA Holdings GP, LLC

Signature: /s/ Jake Hansen
Name/Title: Jake Hansen/President
Date: 08/06/2026

Cerberus GP Manager LLC

Signature: /s/ Alexander D. Benjamin
Name/Title: Alexander D. Benjamin/Senior Managing Director
Date: 08/06/2026

Exhibit 99.1

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a Statement on Schedule 13D (including additional amendments thereto) with respect to the Common Stock, par value $0.0001 per share, of Eos Energy Enterprises, Inc. This Joint Filing Agreement shall be filed as an Exhibit to such Statement. The undersigned acknowledge that each shall be responsible for the timely filing of any amendments to such joint filing and for the completeness and accuracy of the information concerning him or it contained herein and therein, but shall not be responsible for the completeness and accuracy of the information concerning the others.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

EXECUTED as of this 6th day of August, 2026.

CERBERUS CAPITAL MANAGEMENT II, L.P.

By: /s/ Alexander D. Benjamin
Name/Title: Alexander D. Benjamin/Senior
Managing Director and Chief Legal Officer

CCM DENALI EQUITY HOLDINGS, LP

By: /s/ Alexander D. Benjamin
Name/Title: Alexander D. Benjamin/Manager, CCM Denali Equity Holdings GP, LLC, its general partner

CCM DENALI EQUITY HOLDINGS GP, LLC

By: /s/ Alexander D. Benjamin
Name/Title: Alexander D. Benjamin/Manager

CCM FRONTIER JV HOLDCO, LLC

By: /s/ Jake Hansen
Name/Title: Jake Hansen/President

CCM FRONTIER POWER USA HOLDINGS, LP

By: /s/ Jake Hansen
Name/Title: Jake Hansen/President

CCM FRONTIER POWER USA HOLDINGS GP, LLC

By: /s/ Jake Hansen
Name/Title: Jake Hansen/President

CERBERUS GP MANAGER LLC

By: Alexander D. Benjamin
Name/Title: Alexander D. Benjamin/Senior
Managing Director

EXHIBIT 99.2

Control Persons of Cerberus Capital Management II, L.P.

Name	State or Other Place of Organization or Citizenship	Principal Business	Business Address
Craig Court GP, LLC	Delaware	General Partner of Cerberus Capital Management II, L.P. and certain of its affiliates	c/o Cerberus Capital Management, L.P. 875 Third Avenue, 11th Floor New York, NY 10022
Frank W. Bruno	United States	Chief Executive Officer and Chief Investment Officer of Cerberus Capital Management II, L.P. and certain of its affiliates	c/o Cerberus Capital Management, L.P. 875 Third Avenue, 11th Floor New York, NY 10022

Control Person of Craig Court GP, LLC

Name	State or Other Place of Organization	Principal Business	Business Address
Craig Court, Inc.	New York	Managing Member of Craig Court GP, LLC	c/o Cerberus Capital Management, L.P. 875 Third Avenue, 11th Floor New York, NY 10022

Control Person of Craig Court, Inc. and Control Person of Cerberus GP Manager LLC

Name	State or Other Place of Organization	Principal Business	Business Address
Stephen A. Feinberg 2025 Equity Trust	Virginia	Sole Shareholder of Craig Court, Inc. and Sole Member of Cerberus GP Manager LLC	c/o Cerberus Capital Management, L.P. 875 Third Avenue, 11th Floor New York, NY 10022

Control Persons of Stephen A. Feinberg 2025 Equity Trust

Name	Title	Business Address	Citizenship
Michael Hisler	Trustee of Stephen A Feinberg 2025 Equity Trust	c/o Cerberus Capital Management, L.P. 875 Third Avenue, 11th Floor New York, NY 10022	United States
Alan Waldenberg	Trustee of Stephen A Feinberg 2025 Equity Trust	13850 Parc Drive Palm Beach Gardens, FL 33410	United States

Managers of CCM Denali Equity Holdings GP, LLC

Name	Title	Business Address	Citizenship
Alexander Benjamin	Manager of CCM Denali Equity Holdings GP, LLC	c/o Cerberus Capital Management, L.P. 875 Third Avenue, 11th Floor New York, NY 10022	United States
Mark Neporent	Manager of CCM Denali Equity Holdings GP, LLC	c/o Cerberus Capital Management, L.P. 875 Third Avenue, 11th Floor New York, NY 10022	United States
Seth Plattus	Manager of CCM Denali Equity Holdings GP, LLC	c/o Cerberus Capital Management, L.P. 875 Third Avenue, 11th Floor New York, NY 10022	United States

Exhibit 99.3

CONTRIBUTION AND WARRANTS PURCHASE AGREEMENT

This CONTRIBUTION AND WARRANTS PURCHASE AGREEMENT (this "Agreement") dated as of August 4, 2026, is entered into by and between CCM Frontier JV Holdco, LLC, a Delaware limited liability company (the "Contributor"), and Frontier Power USA Parent, LLC, a Delaware limited liability company (the "Company"). The Contributor and the Company are referred to herein collectively as the "Parties" and each, a "Party."

WHEREAS, the Company has been formed as a limited liability company under the Delaware Limited Liability Company Act and is currently governed by that certain Limited Liability Company Agreement of Frontier Power USA Parent, LLC, dated as of May 7, 2026 (the "Original Company Agreement");

WHEREAS, pursuant to that certain Amended and Restated Equity Term Sheet, dated as of June 30, 2026, among the Company, the Contributor, Eos and HBC (as defined below) (the "Term Sheet"), the Contributor agreed to contribute $100,000,000 to the Company (the "CCM Commitment"), a portion of which may be contributed and utilized prior to Closing;

WHEREAS, immediately prior to the consummation of the transactions contemplated herein and pursuant to that certain Contribution and Warrants Issuance Agreement, by and between Eos and the Company, dated as of the date hereof (the "Eos Contribution Agreement"), Eos Energy Enterprises Inc. ("Eos") will contribute to the Company (i) $112,637,878.86 in cash, (ii) certain warrants to purchase 20,017,772 shares of common stock of Eos ("Eos Common Shares") at the exercise price of $5.481 per Eos Common Share (such warrants, collectively, the "CCM Warrants"), and (iii) certain warrants to purchase 10,008,886 Eos Common Shares at the exercise price of $5.481 per Eos Common Share (such warrants, the "HBC Warrants", and, together with the CCM Warrants, the "Warrants") as capital contribution, in exchange for 112,637,879 Class B Units of the Company. The Warrants shall be governed by that certain Warrant Agreement, dated as of August 4, 2026, by and between the Eos and Continental Stock Transfer & Trust Company, a New York corporation, as warrant agent (the "Warrant Agreement");

WHEREAS, FPU Development Member, LLC, a Delaware limited liability company ("FPU Development Member"), has been formed as a limited liability company pursuant to a certificate of formation and a limited liability company agreement (as amended, the "FPU Company Agreement");

WHEREAS, the Contributor owns 100% of the limited liability company interest in FPU Development Member (the "FPU Interests");

WHEREAS, the Contributor owns or controls certain contracts, contacts, investment opportunities, subject matter expertise and other going concern value with respect to the Frontier power platform developed by affiliates of the Contributor (the "Goodwill");

WHEREAS, the Contributor desires to cause the Company to receive the benefit of the Goodwill (such contribution, the "Goodwill Contribution"), as contribution to capital;

WHEREAS, the Contributor desires to pay to the Company, $16,172,514.63 in cash ("Cash Payment Amount"), of which (i) cash in an amount equal to the Cash Contribution Amount, as determined under Section 3 of this Agreement, will be paid to the Company (the "Cash Contribution"), and (ii) cash in an amount equal to the fair market value of the CCM Warrants, as determined under Section 3 of this Agreement (the "Warrant Value"), will be paid to the Company as consideration for the CCM Warrants (the "Warrant Purchase");

WHEREAS, the Contributor desires to contribute, assign, transfer, convey and deliver the FPU Interests to the Company, free and clear of all liens, preemptive rights, restrictions on transfer, rights of first refusal and similar restrictions, other than those set forth in the FPU Company Agreement or arising under applicable securities laws and regulations, ("FPU Contribution"), as a capital contribution, and the Company shall be admitted as the substitute and sole member of FPU Development Member;

WHEREAS, at the direction, on behalf, and for the benefit of the Company, the Contributor has paid $15,000,000 ("Reservation Contribution") to Eos Energy Storage LLC, to satisfy the non-refundable deposit requirement under that certain Purchase Commitment and Capacity Reservation Agreement, dated as of May 12, 2026, by and between the Company and Eos Energy Storage LLC;

WHEREAS, the Company hereby ratifies and confirms the Reservation Contribution and agrees that such payment shall be credited as a capital contribution to the Company by the Contributor;

WHEREAS, at the direction, on behalf, and for the benefit of the Company, the Contributor has paid $35,000,000 (the "PO Contribution") to Eos Energy Storage LLC, pursuant to that certain Purchase Order, dated as of June 16, 2026, by and between the Contributor and Eos Energy Storage LLC, for the purchase of certain battery storage equipment for the 100MW / 400 MWh AC Redbird Project (the "Purchase Order");

WHEREAS, the Company hereby ratifies and confirms the PO Contribution and agrees that such payment shall be credited as a capital contribution to the Company by the Contributor;

WHEREAS, the Company acknowledges and agrees that the Capital Contribution (as defined below) constitutes full and complete satisfaction of the CCM Commitment;

WHEREAS, in consideration for the Goodwill Contribution, Cash Contribution, FPU Contribution, Reservation Contribution and PO Contribution (collectively, the "Capital Contribution", and together with the Warrant Purchase, the "Contribution and Warrant Purchase"), the Company shall issue 50,000,001 Class A-1 Units (as defined in the Company Agreement (as defined below)) of the Company and 100,000,000 Class A-2 Units (as defined in the Company Agreement (as defined below)) of the Company to the Contributor (the Class A-1 Units and the Class A-2 Units issued by the Company to the Contributor in exchange for the Capital Contribution pursuant to this Agreement are referred to herein collectively as the "Contribution Units");

WHEREAS, in consideration for the payment of cash in an amount equal to the Warrant Value, the Company shall sell and deliver to the Contributor the CCM Warrants;

WHEREAS, immediately following the consummation of the transactions contemplated in the Eos Contribution Agreement, and contemporaneously with the consummation of the transactions contemplated herein and pursuant to that certain Contribution and Warrants Purchase Agreement, by and between HBC MSF Capital Solutions Blocker II LLC ("HBC") and the Company, dated as of the date hereof (the "HBC Contribution Agreement"), HBC will pay to the Company $50,000,000 in cash and shall receive (i) 50,000,000 Class C Units of the Company and (ii) the HBC Warrants; and

WHEREAS, in connection with the transactions contemplated by this Agreement, the Eos Contribution Agreement, and the HBC Contribution Agreement, the Original Company Agreement will be amended and restated in its entirety pursuant to that certain Amended and Restated Limited Liability Company Agreement of the Company, to be dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Company Agreement").

NOW, **THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the Parties hereby covenant and agree as follows:

1. **Contribution and Acquisition**. Upon the terms and subject to the conditions set forth in this Agreement, at the closing of the transactions contemplated hereby (the "Closing"):

(a) the Contributor shall contribute, transfer and deliver, or cause to be contributed, transferred and delivered, to the Company the Goodwill Contribution, Cash Contribution and FPU Contribution and the Company shall, in exchange therefore, issue to the Contributor (A) 50,000,001 Class A-1 Units of the Company and (B) 100,000,000 Class A-2 Units of the Company in exchange therefor; and

(b) the Contributor shall pay, or cause to be paid to the Company, cash in an amount equal to the Warrant Value, and the Company shall sell, transfer, convey, and deliver the CCM Warrants to the Contributor, or cause the CCM Warrants to be registered in the name of the Contributor on the books and records of Eos in accordance with the Warrant Agreement, to the Contributor in exchange therefor.

2. **No Other Consideration**. Except for the issuance of the Contribution Units and the sale of CCM Warrants to Contributor, no other consideration shall be payable by the Company in respect of the Contribution and Warrant Purchase.

3. **Closing; Post-Closing Valuation**.

(a) The Closing shall take place on the date hereof. At the Closing, (i) the Company Agreement shall have been duly executed and delivered by the parties thereto, (ii) the Contributor shall make, or shall have made or caused to be made, the contributions in accordance with Section 1(a) through Section 1(d), (iii) the Company shall issue the Contribution Units to the Contributor, free and clear of all liens, preemptive rights, restrictions on transfer, rights of first refusal and similar restrictions, other than those set forth in the Company Agreement or arising under applicable securities laws and regulations, and make the book and record entries contemplated by this Agreement, and (iv) the Company shall deliver the CCM Warrants to the Contributor (or cause the CCM Warrants to be registered in the name of the Contributor on the books and records of Eos in accordance with the Warrant Agreement).

(b) As promptly as practicable following the Closing (and in any event within 30 days following the Closing), the Company shall reasonably determine the Warrant Value and Cash Contribution Amount with the sum of the Warrant Value and Cash Contribution Amount being equal to the Cash Payment Amount; provided that the Company shall consult with Eos in good faith regarding such determinations of the Warrant Value and Cash Contribution Amount.

4. **Representations and Warranties of the Contributor**. To induce the Company to issue the Contribution Units to the Contributor and to transfer the CCM Warrants to the Contributor as herein provided, the Contributor represents and warrants to the Company, each and all of which shall survive the consummation of the transactions contemplated herein, that (a) the Contributor is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, (b) the Contributor has all requisite limited liability company power and authority to execute and deliver this Agreement and the Company Agreement and to consummate the transactions contemplated hereby and thereby, (c) this Agreement has been duly authorized, executed and delivered by the Contributor and constitutes the legal, valid and binding obligation of the Contributor, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws affecting creditors' rights generally and to general principles of equity, (d) except for waivers or consents that have been obtained or are in full force and effect, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby violates the organizational documents of the Contributor, applicable law or any material agreement binding on the Contributor or any of its material assets, (e) no action is pending or, to the actual knowledge of the Contributor, threatened against the Contributor that challenges or could reasonably be expected to prevent, delay, make illegal or otherwise interfere with the transactions contemplated by this Agreement, (f) the Contributor has not incurred or become liable for any broker's commission or finder's fee relating to the transactions contemplated by this Agreement, (g) the Contributor has, or at Closing will have, sufficient cash in immediately available funds to pay the Cash Payment Amount in accordance with this Agreement, and such funds are not subject to any lien, claim or other encumbrance that would impair the Contributor's ability to transfer such funds to the Company, (h) at the Closing, upon the consummation of the FPU Contribution, the Company will have good and valid title to the FPU Interests, free and clear of all liens, encumbrances, security interests, pledges, charges and adverse claims of any kind (other than restrictions under applicable securities laws and FPU Company Agreement), and (i) the Contribution Units to be acquired by the Contributor pursuant to this Agreement are being acquired for the Contributor's own account, not as a nominee or agent for any other person, and without a view to the distribution of such Contribution Units or any interest therein in violation of the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws.

5. **Representations and Warranties of the Company**. The Company represents and warrants to the Contributor, each and all of which shall survive the consummation of the transactions contemplated herein, that (a) the Company is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, (b) the Company has all requisite limited liability company power and authority to execute and deliver this Agreement and the Company Agreement and to consummate the transactions contemplated hereby and thereby, (c) this Agreement has been duly authorized, executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws affecting creditors' rights generally and to general principles of equity, (d) the execution and delivery of the Agreement and the consummation of the transactions contemplated by the Agreement by the Company, will not (1) conflict with or result in a breach of or a default under any of the terms or provisions of, (A) the Company's certificate of formation or Company Agreement in effect as of the date of the Agreement, or (B) of any material provision of any indenture, mortgage, deed of trust or other material agreement or instrument to which the Company is a party or by which it or any of its material properties or assets is bound, (2) result in a violation of any provision of any applicable law, statute, rule, regulation, or any existing applicable decree, judgment or order by any court, federal or state regulatory body, administrative agency, or other governmental body having jurisdiction over the Company, or any of its material properties or assets, or (3) result in the creation or imposition of any material lien, charge or encumbrance upon any material property or assets of the Company or any of its subsidiaries pursuant to the terms of any agreement or instrument to which any of them is a party or by which any of them may be bound or to which any of their material properties or assets is subject, except in the case of clauses (1)(B), (2) or (3) for any such conflicts, breaches, or defaults or any liens, charges, or encumbrances which would not have a Material Adverse Effect (as defined below), (e) except for waivers or consents that have been obtained or are in full force and effect, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby violates the organizational documents of the Company, applicable law or any material agreement binding on the Company or any of its material assets, (f) no action is pending or, to the actual knowledge of the Company, threatened against the Company that challenges or could reasonably be expected to prevent, delay, make illegal or otherwise interfere with the transactions contemplated by this Agreement, (g) the Company has not incurred or become liable for any broker's commission or finder's fee relating to the transactions contemplated by this Agreement, (h) when issued in accordance with this Agreement, the Contribution Units will be duly authorized, validly issued, fully paid and non-assessable, and free and clear of all liens, preemptive rights, restrictions on transfer, rights of first refusal and similar restrictions, other than those set forth in the Company Agreement or arising under applicable securities laws and regulations, (i) at the Closing, the Company will have good and valid title to the CCM Warrants, free and clear of all liens, encumbrances, security interests, pledges, charges and adverse claims of any kind (other than restrictions under applicable securities laws and the terms of the Warrant Agreement), with full right, power and authority to sell, assign, transfer and deliver the CCM Warrants to the Contributor, which to the knowledge of the Company, are duly authorized, validly issued and constitute the legal, valid and binding obligation of Eos, enforceable against Eos in accordance with the Warrant Agreement, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws affecting creditors' rights generally and to general principles of equity, (j) the Company has complied and will comply with all applicable federal and state securities laws in connection with the offer, issuance and delivery, as applicable, of the Contribution Units and Warrants hereunder, and (k) contemporaneously with the consummation of the transactions contemplated under this Agreement, the transactions contemplated under the Eos Contribution Agreement, the HBC Contribution Agreement, the Rights Offering (as defined in the Term Sheet) shall have been or will be consummated in accordance with the terms thereof. For purposes of this Agreement, "Material Adverse Effect" shall mean any material adverse effect on the business, operations, properties, prospects, or financial condition of the Company and its subsidiaries and/or any condition, circumstance, or situation that would prohibit or otherwise materially interfere with the ability of the Company to perform any of its obligations under this Agreement in any material respect.

6. **Compliance with Laws**. Each Party represents and warrants that such Party is not, and in the last five years has not been, (a) in violation of any applicable anti-money laundering, anti-bribery or anti-corruption laws or regulations, (b) a person that is the target of any economic sanctions enforced or administered by the United States, including the Office of Foreign Assets Control of the U.S. Department of the Treasury, the United Kingdom, the European Union or any of its member states (collectively, "Sanctions"), (c) a person that has been determined by competent authority to be subject to Sanctions, or (d) owned or controlled by, or acting for or on behalf of, any person that is the target of Sanctions or has been determined by competent authority to be subject to Sanctions. The Contributor further represents and warrants that the funds used to pay the Cash Payment Amount have not been derived from unlawful activity, do not constitute proceeds of crime and have been maintained in material compliance with applicable Sanctions and applicable anti-money laundering laws.

7. **Consequential Damages**. No Party shall be liable under this Agreement for punitive, special, consequential or exemplary damages, except to the extent actually awarded to a third party in connection with a third-party claim.

8. **Records; Admission**.

(a) Promptly following the Closing, the Company will record in its books and records and register of members the issuance of the Contribution Units to the Contributor and the receipt of the Contribution. No certificates will be issued with respect to the Contribution Units unless otherwise required by the Company Agreement.

(b) Upon the Closing, the Company shall be admitted to FPU Development Member as the substitute and sole member thereof and shall be bound by all of the terms and provisions of the FPU Company Agreement, and the Contributor shall cease to be a member of, and shall thereupon cease to have or exercise any right or power as a member of, FPU Development Member.

9. **Restrictions**. The Contributor acknowledges and agrees that (a) the issuance of the Contribution Units is intended to be exempt from registration under the Securities Act, (b) none of the Contribution Units have been registered under the Securities Act or any securities or "blue sky" laws of any state, (c) there is no existing public or other market for the Contribution Units, and there can be no assurance that the Contributor will be able to dispose of the Contribution Units, (d) none of the Contribution Units may be transferred, pledged, hypothecated or otherwise assigned unless such Contribution Units are registered under the Securities Act or an exemption from such registration is available, in each case in accordance with any applicable securities or "blue sky" laws of any state, (e) upon issuance to the Contributor, the Contribution Units will be subject to the transfer restrictions and the other terms and conditions of the Company Agreement, and (f) the CCM Warrants may not be transferred or exercised except in compliance with the terms of the Warrant Agreement and applicable securities laws.

10. **Further Assurances**. From time to time, the Parties shall cooperate with one another and execute and deliver, or cause to be executed and delivered, all such further instruments and agreements and take such further acts and actions as may be reasonably necessary or desirable to consummate and give effect to the transactions contemplated by this Agreement, including any assignments, wire confirmations, consents, approvals, filings, certificates, tax forms, Company and FPU Development Member record updates, amendments, joinders to the Company Agreement or FPU Company Agreement, warrant transfer documentation, and other instruments necessary or advisable to evidence or implement the Contribution, the issuance of the Contribution Units, and the Warrant Purchase.

11. **Tax Treatment**. For U.S. federal and applicable state and local income tax purposes, the Parties intend that (i) the Capital Contribution be treated for U.S. federal and applicable state and local income tax purposes as an exchange of Capital Contribution for Contribution Units described in Section 721(a) of the Code in which no gain or loss is recognized and a "bargain purchase" that does not give rise to an initial capital shift between the partners and (ii) the acquisition and sale of CCM Warrants as a purchase of the CCM Warrants for cash in an amount equal to the Warrant Value, and each Party shall file all tax returns and reports consistently with such treatment unless otherwise required by applicable law.

12. **Expenses**. Except as otherwise expressly set forth in this Agreement, the Company Agreement or the FPU Company Agreement, all costs and expenses incurred in connection with this Agreement, the Company Agreement, the FPU Company Agreement and the transactions contemplated hereby and thereby shall be paid by the Party incurring such cost or expense.

13. **Succession and Assignment**. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party, and any attempted assignment in violation of this Section shall be null and void.

14. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Signatures delivered by an electronic signature program, by facsimile or by email transmission in portable document format shall be deemed delivery of an original executed counterpart and shall be binding on each Party.

15. **Headings**. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning and interpretation of this Agreement.

16. **Third Party Beneficiaries**. Nothing herein, express or implied, is intended to or shall be construed to confer upon or give to any person or entity other than the Parties and their respective successors and permitted assigns any rights, remedies or other benefits under or by reason of this Agreement.

17. **Recitals**. The recitals set forth at the beginning of this Agreement are true and correct and incorporated into this Agreement by this reference.

18. **Entire Agreement; Amendments; Waivers**. This Agreement, together with the Company Agreement, the FPU Company Agreement, the Warrant Agreement with respect to the CCM Warrants, and any instruments delivered in connection herewith, constitutes the full and complete agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, whether written or oral, with respect to such subject matter. This Agreement may be amended, modified or supplemented only by a written instrument executed by each Party. No waiver of

any provision of this Agreement shall be effective unless set forth in a writing executed by the Party against whom such waiver is sought to be enforced, and no waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition hereunder shall operate as a waiver of, or estoppel with respect to, any other provision or of the same provision on any other occasion.

19. **Severability**. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement, and the Parties shall negotiate in good faith to replace such provision with a valid, legal and enforceable provision that, to the greatest extent possible, preserves the original intent and economic effect of such provision and permits the transactions contemplated hereby to be consummated as originally contemplated to the fullest extent possible.

20. **Governing Law**. This Agreement, and any legal or judicial proceeding that may be based upon, arise out of or relate to this Agreement or the transactions contemplated hereby, or the negotiation, execution or performance of this Agreement, shall be governed by and construed in accordance with the internal laws of the State of Delaware without regard to conflict of laws principles that would result in the application of the laws of any other jurisdiction.

21. **Submission to Jurisdiction**. Any legal or judicial proceeding that may be based upon, arise out of or relate to this Agreement or the transactions contemplated hereby, or the negotiation, execution or performance of this Agreement, shall be exclusively brought in the Court of Chancery of the State of Delaware or, if such court shall not have jurisdiction, any federal court located in the State of Delaware or any other Delaware state court, and each Party irrevocably submits to the exclusive jurisdiction of such courts, waives any objection to venue or to convenience of forum, agrees that all claims in respect of any such proceeding shall be heard and determined only in such courts and agrees not to bring any such proceeding in any other court; provided that a judgment rendered by such Delaware courts may be enforced in any court having competent jurisdiction.

22. **WAIVER OF JURY TRIAL**. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE.

23. **Specific Performance**. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with its terms and that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the performance of the terms and provisions hereof, without proof of actual damages and without the necessity of posting any bond or other security, in addition to any other remedy to which they are entitled at law or in equity.

24. **Non-Recourse**. This Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the persons that are expressly named as Parties hereto and then only with respect to the specific obligations set forth herein with respect to such Party.

25. **Effectiveness**. This Agreement shall become effective when each Party has received a counterpart hereof signed by the other Party, and the transactions contemplated hereby shall be consummated at the Closing.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

CONTRIBUTOR:

CCM FRONTIER JV HOLDCO, LLC

By: /s/ Jake Hansen
Name: Jake Hansen
Title: President

COMPANY:

FRONTIER POWER USA PARENT, LLC

By: /s/ Jake Hansen
Name: Jake Hansen
Title: President

Exhibit 99.5

REGISTRATION RIGHTS AGREEMENT

This **REGISTRATION RIGHTS AGREEMENT** (this "**Agreement**"), dated as of August 4, 2026, is by and among Eos Energy Enterprises, Inc., a Delaware corporation with offices located at Two Allegheny Center, Nova Tower 2, Pittsburgh, Pennsylvania 15212 (the "**Company**") and the undersigned holders (each, a "**Holder**," and collectively, the "**Holders**").

RECITALS

A. In connection with (i) that certain binding term sheet, by and between the Company, HBC MSF Capital Solutions Blocker II LLC, CCM Frontier JV Holdco, LLC, and the other parties thereto, dated as of June 30, 2026 (the "**Term Sheet**"), (ii) that certain Amended and Restated Limited Liability Company Agreement of Frontier Power USA Parent, LLC ("**Frontier Parent**"), dated as of August 4, 2026 (as in effect as of the date hereof, the "**LLC Agreement**"), (iii) that certain Contribution and Warrants Issuance Agreement, dated as of August 4, 2026, by and between the Company and the Frontier Parent (the "**EOS Contribution Agreement**"), and (v) that certain Contribution and Warrants Purchase Agreement, dated as of August 4, 2026, by and between the Frontier Parent and CCM Frontier JV Holdco, LLC (the "**Frontier Parent Contribution Agreement**", and together with, the Term Sheet, the LLC Agreement, and the EOS Contribution Agreement, the "**Transaction Documents**"), Holder (which, for the avoidance of doubt, as of the date hereof, constitutes solely CCM Frontier JV Holdco, LLC) has acquired or will acquire, upon the terms and subject to the conditions of the Transaction Documents warrants (the "**Warrants**") which will be exercisable for shares of Common Stock (such underlying shares, the "**Warrant Shares**"), in accordance with the terms of the Warrants.

B. To induce the Holders to consummate the transactions contemplated by the Transaction Documents, the Company has agreed to provide certain registration rights under the Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the "**1933 Act**"), and applicable state securities laws.

AGREEMENT

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 each of the Holders hereby agree as follows:

1. Definitions.

As used in this Agreement, the following terms shall have the following meanings:

(a) "**Business Day**" means any day other than Saturday, Sunday or other day on which commercial banks in The City of New York are authorized or required by law to remain closed.

(b) "**Closing Date**" means August 4, 2026.

(c) "**Effective Date**" means the date that the applicable Registration Statement has been declared effective by the SEC.

(d) "**Effectiveness Deadline**" means (i) with respect to the initial Registration Statement required to be filed pursuant to Section 2(a), the earlier of the (A) 60^{th} calendar day after the Closing Date and (B) 2nd Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that such Registration Statement will not be reviewed or will not be subject to further review and (ii) with respect to any additional Registration Statements that may be required to be filed by the Company pursuant to this Agreement, the earlier of the (A) 60^{th} calendar day following the date on which the Company was required to file such additional Registration Statement and (B) 2^{nd} Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that such Registration Statement will not be reviewed or will not be subject to further review.

(e) "**Filing Deadline**" means (i) with respect to the initial Registration Statement required to be filed pursuant to Section 2(a), the 30^{th} calendar day after the Closing Date and (ii) with respect to any additional Registration Statements that may be required to be filed by the Company pursuant to this Agreement, the date on which the Company was required to file such additional Registration Statement pursuant to the terms of this Agreement.

(f) "**Investor**" means a Holder or any transferee or assignee of any Registrable Securities or Warrants, as applicable, to whom a Holder assigns its rights under this Agreement and who agrees to become bound by the provisions of this Agreement in accordance with Section 9 and any transferee or assignee thereof to whom a transferee or assignee of any Registrable Securities or Warrants, as applicable, assigns its rights under this Agreement and who agrees to become bound by the provisions of this Agreement in accordance with Section 9.

(g) "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization or a government or any department or agency thereof.

(h) "**register**," "**registered**," and "**registration**" refer to a registration effected by preparing and filing one or more Registration Statements in compliance with the 1933 Act and pursuant to Rule 415 and the declaration of effectiveness of such Registration Statement(s) by the SEC.

(i) "**Registrable Securities**" means (i) the Warrant Shares issued or issuable upon the exercise of the Warrants and (ii) any capital stock of the Company issued or issuable with respect to the Warrant Shares, or the Warrants, including, without limitation, (1) as a result of any stock split, stock dividend, recapitalization, exchange or similar event or otherwise and (2) shares of capital stock of the Company into which the shares of Common Stock are converted or exchanged and shares of capital stock of a Successor Entity (as defined in the Warrants) into which the shares of Common Stock are converted or exchanged, in each case, without regard to any limitations on exercise of the Warrants.

(j) "**Registration Statement**" means a registration statement or registration statements of the Company filed under the 1933 Act covering Registrable Securities.

(k) "**Required Holders**" means, as of any given time, the holders of a majority of the Registrable Securities as of such time (excluding any Registrable Securities held by the Company or any of its Subsidiaries as of such time).

(l) "**Required Registration Amount**" 100% of the maximum number of Warrant Shares issued or issuable upon exercise of the Warrants (without taking into account any limitations on the exercise of the Warrants set forth therein), all subject to adjustment as provided in Section 2(e).

(m) "**Rule 144**" means Rule 144 promulgated by the SEC under the 1933 Act, as such rule may be amended from time to time, or any other similar or successor rule or regulation of the SEC that may at any time permit the Investors to sell securities of the Company to the public without registration.

(n) "**Rule 415**" means Rule 415 promulgated by the SEC under the 1933 Act, as such rule may be amended from time to time, or any other similar or successor rule or regulation of the SEC providing for offering securities on a continuous or delayed basis.

(o) "**SEC**" means the United States Securities and Exchange Commission or any successor thereto.

2. Registration.

(a) Mandatory Registration. The Company shall prepare and, as soon as practicable, but in no event later than the Filing Deadline, file with the SEC an initial Registration Statement on Form S-3 covering the resale of all of the Registrable Securities, provided that such initial Registration Statement shall register for resale at least the number of shares of Common Stock equal to the Required Registration Amount as of the date such Registration Statement is initially filed with the SEC; provided further that if Form S-3 is unavailable for such a registration, the Company shall use such other form as is required by Section 2(c). The Company shall use its best efforts to have such initial Registration Statement, and each other Registration Statement required to be filed pursuant to the terms of this Agreement, declared effective by the SEC as soon as practicable (if not automatically effective), but in no event later than the applicable Effectiveness Deadline for such Registration Statement.

(b) Legal Counsel. Subject to Section 5 hereof, Simpson Thacher & Bartlett LLP, counsel solely to the lead investor ("**Legal Counsel**") shall represent the lead investor with respect to this Agreement and any registration with respect hereto.

(c) WKSI/Ineligibility to Use Form S-3. If the Company is a Well-Known Seasoned Issuer (as defined in Rule 405 under the Securities Act) at the time of filing, the Company shall file an automatic shelf registration statement on Form S-3ASR covering the resale of the Registrable Securities. In the event that Form S-3 is not available for the registration of the resale of Registrable Securities hereunder, the Company shall (i) register the resale of the Registrable Securities on Form S-1 or another appropriate form reasonably acceptable to the Required Holders and (ii) undertake to register the resale of the Registrable Securities on Form S-3 as soon as such form is available, provided that the Company shall maintain the effectiveness of all Registration Statements then in effect until such time as a Registration Statement on Form S-3 covering the resale of all the Registrable Securities has been declared effective by the SEC and the prospectus contained therein is available for use.

(d) Sufficient Number of Shares Registered. In the event the number of shares available under any Registration Statement is insufficient to cover all of the Registrable Securities required to be covered by such Registration Statement or an Investor's allocated portion of the Registrable Securities pursuant to Section 2(f), the Company shall amend such Registration Statement (if permissible), or file with the SEC a new Registration Statement (on the short form available therefor, if applicable), or both, so as to cover at least the Required Registration Amount as of the Trading Day immediately preceding the date of the filing of such amendment or new Registration Statement, in each case, as soon as practicable, but in any event not later than fifteen (15) days after the necessity therefor arises (but taking account of any Staff position with respect to the date on which the Staff will permit such amendment to the Registration Statement and/or such new Registration Statement (as the case may be) to be filed with the SEC). The Company shall use its best efforts to cause such amendment to such Registration Statement and/or such new Registration Statement (as the case may be) to become effective as soon as practicable following the filing thereof with the SEC (if not automatically effective), but in no event later than the applicable Effectiveness Deadline for such Registration Statement.

(e) Offering. Notwithstanding anything to the contrary contained in this Agreement, in the event the staff of the SEC (the "**Staff**") or the SEC seeks to characterize any offering pursuant to a Registration Statement filed pursuant to this Agreement as constituting an offering of securities by, or on behalf of, the Company, or in any other manner, such that the Staff or the SEC do not permit such Registration Statement to become effective and used for resales in a manner that does not constitute such an offering and that permits the continuous resale at the market by the Investors participating therein (or as otherwise may be acceptable to each Investor) without being named therein as an "underwriter," then the Company shall reduce the number of shares to be included in such Registration Statement by all Investors until such time as the Staff and the SEC shall so permit such Registration Statement to become effective as aforesaid. In making such reduction, the Company shall reduce the number of shares to be included by all Investors on a pro rata basis (based upon the number of Registrable Securities otherwise required to be included for each Investor) unless the inclusion of shares by a particular Investor or a particular set of Investors are resulting in the Staff or the SEC's "by or on behalf of the Company" offering position, in which event the shares held by such Investor or set of Investors shall be the only shares subject to reduction (and if by a set of Investors on a pro rata basis by such Investors or on such other basis as would result in the exclusion of the least number of shares by all such Investors); provided, that, with respect to such pro rata portion allocated to any Investor, such Investor may elect the allocation of such pro rata portion among the Registrable Securities of such Investor. In addition, in the event that the Staff or the SEC requires any Investor seeking to sell securities under a Registration Statement filed pursuant to this Agreement to be specifically identified as an "underwriter" in order to permit such Registration Statement to become effective, and such Investor does not consent to being so named as an underwriter in such Registration Statement, then, in each such case, the Company shall reduce the total number of Registrable Securities to be registered on behalf of such Investor, until such time as the Staff or the SEC does not require such identification or until such Investor accepts such identification and the manner thereof. Any reduction pursuant to this paragraph will first reduce all Registrable Securities other than those issued or issuable pursuant to the Transaction Documents. In the event of any reduction in Registrable Securities pursuant to this paragraph, an affected Investor shall have the right to require, upon delivery of a written request to the Company signed by such Investor, the Company to file a registration statement within twenty (20) days of such request (subject to any restrictions imposed by Rule 415 or required by the Staff or the SEC) for resale by such Investor in a manner acceptable to such Investor, and the Company shall following such request cause to be and keep effective such registration statement in the same manner as otherwise contemplated in this Agreement for registration statements hereunder, in each case until such time as: (i) all Registrable Securities held by such Investor have been registered and sold pursuant to an effective Registration Statement in a manner acceptable to such Investor or (ii) all Registrable Securities may be resold by such Investor without restriction (including, without limitation, volume limitations) pursuant to Rule 144 (taking account of any Staff position with respect to "affiliate" status) and without the need for current public information required by Rule 144(c)(1) (or Rule 144(i)(2), if applicable) or (iii) such Investor agrees to be named as an underwriter in any such Registration Statement in a manner acceptable to such Investor as to all Registrable Securities held by such Investor and that have not theretofore been included in a Registration Statement under this Agreement (it being understood that the special demand right under this sentence may be exercised by an Investor multiple times and with respect to limited amounts of Registrable Securities in order to permit the resale thereof by such Investor as contemplated above).

(f) Allocation of Registrable Securities. The initial number of Registrable Securities included in any Registration Statement and any increase in the number of Registrable Securities included therein shall be allocated pro rata among the Investors based on the number of Registrable Securities held by each Investor at the time such Registration Statement covering such initial number of Registrable Securities or increase thereof is declared effective by the SEC. In the event that an Investor sells or otherwise transfers any of such Investor's Registrable Securities, each transferee or assignee (as the case may be) that becomes an Investor shall be allocated a pro rata portion of the then-remaining number of Registrable Securities included in such Registration Statement for such transferor or assignee (as the case may be). Any shares of Common Stock included in a Registration Statement and which remain allocated to any Person which ceases to hold any Registrable Securities covered by such Registration Statement shall be allocated to the remaining Investors, pro rata based on the number of Registrable Securities then held by such Investors which are covered by such Registration Statement.

3. Related Obligations.

The Company shall use its best efforts to effect the registration of the Registrable Securities in accordance with the intended method of disposition thereof, and, pursuant thereto, the Company shall have the following obligations:

(a) The Company shall promptly prepare and file with the SEC a Registration Statement with respect to all the Registrable Securities (but in no event later than the applicable Filing Deadline) and use its best efforts to cause such Registration Statement to become effective as soon as practicable after such filing (if not automatically effective, but in no event later than the Effectiveness Deadline). Subject to Allowable Grace Periods, the Company shall keep each Registration Statement effective (and the prospectus contained therein available for use) pursuant to Rule 415 for resales by the Investors on a delayed or continuous basis at then-prevailing market prices (and not fixed prices) at all times until the earlier of (i) the date as of which all of the Investors may sell all of the Registrable Securities required to be covered by such Registration Statement (disregarding any reduction pursuant to Section 2(e)) without restriction pursuant to Rule 144 (including, without limitation, volume restrictions) and without the need for current public information required by Rule 144(c)(1) (or Rule 144(i)(2), if applicable) or (ii) the date on which the Investors shall have sold all of the Registrable Securities covered by such Registration Statement (the "**Registration Period**"). Notwithstanding anything to the contrary contained in this Agreement, the Company shall ensure that, when filed and at all times while effective, each Registration Statement (including, without limitation, all amendments and supplements thereto) and the prospectus (including, without limitation, all amendments and supplements thereto) used in connection with such Registration Statement (1) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein (in the case of prospectuses, in the light of the circumstances in which they were made) not misleading and (2) will disclose (whether directly or through incorporation by reference to other SEC filings to the extent permitted) all material information regarding the Company and its securities. The Company shall submit to the SEC, within one (1) Business Day after the later of the date that (i) the Company learns that no review of a particular Registration Statement will be made by the Staff or that the Staff has no further comments on a particular Registration Statement (as the case may be) and (ii) the consent of Legal Counsel is obtained pursuant to Section 3(c) (which consent shall be immediately sought), a request for acceleration of effectiveness of such Registration Statement to a time and date not later than twenty-four (24) hours after the submission of such request. The Company shall respond in writing to comments made by the SEC in respect of a Registration Statement as soon as practicable, but in no event later than fifteen (15) days after the receipt of comments by or notice from the SEC that an amendment is required in order for a Registration Statement to be declared effective.

(b) Subject to Section 3(j) of this Agreement, the Company shall prepare and file with the SEC such amendments (including, without limitation, post-effective amendments) and supplements to each Registration Statement and the prospectus used in connection with each such Registration Statement, which prospectus is to be filed pursuant to Rule 424 promulgated under the 1933 Act, as may be necessary to keep each such Registration Statement effective at all times during the Registration Period for such Registration Statement, and, during such period, comply with the provisions of the 1933 Act with respect to the disposition of all Registrable Securities of the Company required to be covered by such Registration Statement until such time as all of such Registrable Securities shall have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof as set forth in such Registration Statement; provided, however, by 8:30 a.m. (New York time) on the Business Day immediately following each Effective Date, the Company shall file with the SEC in accordance with Rule 424(b) under the 1933 Act the final prospectus to be used in connection with sales pursuant to the applicable Registration Statement (whether or not such a prospectus is technically required by such rule). In the case of amendments and supplements to any Registration Statement which are required to be filed pursuant to this Agreement (including, without limitation, pursuant to this Section 3(b)) by reason of the Company filing a report on Form 8-K, Form 10-Q or Form 10-K or any analogous report under the Securities Exchange Act of 1934, as amended (the "**1934 Act**"), the Company shall, if permitted under the applicable rules and regulations of the SEC, have incorporated such report by reference into such Registration Statement, if applicable, or shall file such amendments or supplements with the SEC on the same day on which the 1934 Act report is filed which created the requirement for the Company to amend or supplement such Registration Statement.

(c) The Company shall (A) permit Legal Counsel and legal counsel for each other Investor to review and comment upon (i) each Registration Statement at least five (5) Business Days prior to its filing with the SEC and (ii) all amendments and supplements to each Registration Statement (including, without limitation, the prospectus contained therein) (except for Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and any similar or successor reports) within a reasonable number of days prior to their filing with the SEC, and (B) not file any Registration Statement or amendment or supplement thereto in a form to which Legal Counsel or any legal counsel for any other Investor reasonably objects. The Company shall not submit a request for acceleration of the effectiveness of a Registration Statement or any amendment or supplement thereto or to any prospectus contained therein without the prior consent of Legal Counsel, which consent shall not be unreasonably withheld. The Company shall promptly furnish to Legal Counsel and legal counsel for each other Investor, without charge, (i) copies of any correspondence from the SEC or the Staff to the Company or its representatives relating to each Registration Statement, provided that such correspondence shall not contain any material, non-public information regarding the Company or any of its Subsidiaries, (ii) after the same is prepared and filed with the SEC, one (1) copy of each Registration Statement and any amendment(s) and supplement(s) thereto, including, without limitation, financial statements and schedules, all documents incorporated therein by reference and all exhibits, if requested by an Investor, and (iii) upon the effectiveness of each Registration Statement, one (1) copy of the prospectus included in such Registration Statement and all amendments and supplements thereto; provided, however, that any such item listed in the foregoing clauses (i) through (iii) which is available on the EDGAR system (or successor thereto) need not be furnished in physical form. The Company shall reasonably cooperate with Legal Counsel and legal counsel for each other Investor in performing the Company's obligations pursuant to this Section 3.

(d) The Company shall notify Legal Counsel, legal counsel for each other Investor and each Investor in writing of the happening of any event, as promptly as practicable after becoming aware of such event, as a result of which the prospectus included in a Registration Statement, as then in effect, may include an untrue statement of a material fact or omission to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (provided that in no event shall such notice contain any material, non-public information regarding the Company or any of its Subsidiaries), and, subject to Section 3(j), promptly prepare a supplement or amendment to such Registration Statement and such prospectus contained therein to correct such untrue statement or omission. The Company shall also promptly notify Legal Counsel, legal counsel for each other Investor and each Investor in writing (i) when a prospectus or any prospectus supplement or post-effective amendment has been filed, when a Registration Statement or any post-effective amendment has become effective (notification of such effectiveness shall be delivered to Legal Counsel, legal counsel for each other Investor and each Investor by facsimile or e-mail on the same day of such effectiveness and by overnight mail), and when the Company receives written notice from the SEC that a Registration Statement or any post-effective amendment will be reviewed by the SEC, (ii) of any request by the SEC for amendments or supplements to a Registration Statement or related prospectus or related information, (iii) of the Company's reasonable determination that a post-effective amendment to a Registration Statement would be appropriate; and (iv) of the receipt of any request by the SEC or any other federal or state governmental authority for any additional information relating to the Registration Statement or any amendment or supplement thereto or any related prospectus. The Company shall respond as promptly as practicable to any comments received from the SEC with respect to each Registration Statement or any amendment thereto.

(e) The Company shall (i) use its best efforts to prevent the issuance of any stop order or other suspension of effectiveness of each Registration Statement or the use of any prospectus contained therein, or the suspension of the qualification, or the loss of an exemption from qualification, of any of the Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible moment and (ii) notify Legal Counsel, legal counsel for each other Investor and each Investor who holds Registrable Securities of the issuance of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

(f) If any Investor may be required under applicable securities law to be described in any Registration Statement as an underwriter and such Investor consents to so being named an underwriter, at the request of any Investor, the Company shall furnish to such Investor, to the extent reasonably requested by such Investor in connection with establishing or maintaining a due diligence defense under applicable securities laws, on the date of the effectiveness of such Registration Statement and thereafter from time to time on such dates as an Investor may reasonably request (i) a letter, dated such date, from the Company's independent certified public accountants in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the Investors, and (ii) an opinion, dated as of such date, of counsel representing the Company for purposes of such Registration Statement, in form, scope and substance as is customarily given in an underwritten public offering, addressed to the Investors.

(g) If any Investor may be required under applicable securities law to be described in any Registration Statement as an underwriter and such Investor consents to so being named an underwriter, upon the written request of such Investor, the Company shall make available for inspection by (i) such Investor, and (ii) legal counsel for such Investor (collectively, the "**Inspectors**"), customary diligence documents for an underwritten offering (collectively, the "**Records**"), as shall be reasonably deemed necessary by each Inspector in connection with establishing or maintaining a due diligence defense for the Investor under applicable securities laws, and cause the Company's officers, directors and employees to supply all information which any Inspector may reasonably request; provided, however, each Inspector shall agree in writing to hold in strict confidence and not to make any disclosure (except to such Investor) or use of any Record or other information which the Company's board of directors determines in good faith to be confidential, and of which determination the Inspectors are so notified, unless (1) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in any Registration Statement or is otherwise required under the 1933 Act, (2) the release of such Records is ordered pursuant to a final, non-appealable subpoena or order from a court or government body of competent jurisdiction, or (3) the information in such Records has been made generally available to the public other than by disclosure in violation of this Agreement or any other Transaction Document. Such Investor agrees that it shall, upon learning that disclosure of such Records is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt notice to the Company and allow the Company, at its expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, the Records deemed confidential. Nothing herein (or in any other confidentiality agreement between the Company and such Investor, if any) shall be deemed to limit any Investor's ability to sell Registrable Securities in a manner which is otherwise consistent with applicable laws and regulations.

(h) If requested by an Investor, the Company shall as soon as commercially practicable after receipt of notice from such Investor and subject to Section 3(j) hereof, (i) incorporate in a prospectus supplement or post-effective amendment such information as an Investor reasonably requests to be included therein relating to the sale and distribution of Registrable Securities, including, without limitation, information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering; (ii) make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment; and (iii) supplement or make amendments to any Registration Statement or prospectus contained therein if reasonably requested by an Investor holding any Registrable Securities.

(i) The Company shall otherwise use its best efforts to comply with all applicable rules and regulations of the SEC in connection with any registration hereunder.

(j) Notwithstanding anything to the contrary herein (but subject to the last sentence of this Section 3(j)), at any time after the Effective Date of a particular Registration Statement, the Company may delay the disclosure of material, non-public information concerning the Company or any of its Subsidiaries the disclosure of which at the time is not, in the good faith opinion of the board of directors of the Company, in the best interest of the Company and, in the opinion of counsel to the Company, otherwise required (a "**Grace Period**"), provided that the Company shall promptly notify the Investors in writing of the (i) existence of material, non-public information giving rise to a Grace Period (provided that in each such notice the Company shall not disclose the content of such material, non-public information to any of the Investors) and the date on which such Grace Period will begin and (ii) date on which such Grace Period ends, provided further that (I) no Grace Period shall exceed ten (10) consecutive days and during any three hundred sixty five (365) day period all such Grace Periods shall not exceed an aggregate of thirty (30) days, (II) the first day of any Grace Period must be at least five (5) Trading Days after the last day of any prior Grace Period and (III) no Grace Period may exist during the sixty (60) Trading Day period immediately following the Effective Date of such Registration Statement (provided that such sixty (60) Trading Day period shall be extended by the number of Trading Days during such period and any extension thereof contemplated by this proviso during which such Registration Statement is not effective or the prospectus contained therein is not available for use) (each, an "**Allowable Grace Period**"). For purposes of determining the length of a Grace Period above, such Grace Period shall begin on and include the date the Investors receive the notice referred to in clause (i) above and shall end on and include the later of the date the Investors receive the notice referred to in clause (ii) above and the date referred to in such notice. The provisions of Section 3(e) hereof shall not be applicable during the period of any Allowable Grace Period. Upon expiration of each Grace Period, the Company shall again be bound by the first sentence of Section 3(d) with respect to the information giving rise thereto unless such material, non-public information is no longer applicable. Notwithstanding anything to the contrary contained in this Section 3(j), the Company shall cause its transfer agent to deliver unlegended shares of Common Stock to a transferee of an Investor in accordance with the terms of the Transaction Documents in connection with any sale of Registrable Securities with respect to which such Investor has entered into a contract for sale, and delivered a copy of the prospectus included as part of the particular Registration Statement to the extent applicable, prior to such Investor's receipt of the notice of a Grace Period and for which the Investor has not yet settled.

(k) Neither the Company nor any Subsidiary or affiliate thereof shall identify any Investor as an underwriter in any public disclosure or filing with the SEC, the Principal Market or any Eligible Market and any Holder being deemed an underwriter by the SEC shall not relieve the Company of any obligations it has under this Agreement or any other Transaction Documents.

(l) Neither the Company nor any of its Subsidiaries has entered, as of the date hereof, nor shall the Company or any of its Subsidiaries, on or after the date of this Agreement, enter into any agreement with respect to its securities, that would have the effect of impairing the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof.

(m) The Company shall use its best efforts to (i) register and qualify, unless an exemption from registration and qualification applies, the resale by Investors of the Registrable Securities covered by a Registration Statement under such other securities or "blue sky" laws of all applicable jurisdictions in the United States, (ii) prepare and file in those jurisdictions, such amendments (including, without limitation, post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Registration Period, (iii) take such other actions as may be necessary to maintain such registrations and qualifications in effect at all times during the Registration Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions; provided, however, the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(j), (y) subject itself to general taxation in any such jurisdiction, or (z) file a general consent to service of process in any such jurisdiction. The Company shall promptly notify Legal Counsel, legal counsel for each other Investor and each Investor who holds Registrable Securities of the receipt by the Company of any notification with respect to the suspension of the registration or qualification of any of the Registrable Securities for sale under the securities or "blue sky" laws of any jurisdiction in the United States or its receipt of actual notice of the initiation or threatening of any proceeding for such purpose.

(n) The Company shall use its best efforts to cause all of the Common Stock covered by each Registration Statement to be listed on each securities exchange on which securities of the same class or series issued by the Company are then listed, or other market on which similar securities issued by the Company are then listed.

(o) The Company has not entered, and will not hereafter enter, into any agreement with respect to registration rights for its securities which is inconsistent with the rights granted to the Holders of Registrable Securities in this Agreement. To the extent that the Company, on or after the date hereof, grants any superior or more favorable registration rights or terms to any Person with respect to the registration rights granted hereunder and terms provided herein than those provided to the Holders of Registrable Securities as set forth herein, any such superior or more favorable registration rights or terms shall also be deemed to have been granted simultaneously to the Holders of Registrable Securities, and the Company shall promptly prepare and execute such documents to reflect and provide such Holders with the benefit of such superior or more favorable registration rights and/or terms with respect to their Registrable Securities.

4. Obligations of the Investors.

(a) At least five (5) Business Days prior to the first anticipated filing date of each Registration Statement, the Company shall notify each Investor in writing of the information the Company requires from each such Investor with respect to such Registration Statement. It shall be a condition precedent to the obligations of the Company to complete the registration pursuant to this Agreement with respect to the Registrable Securities of a particular Investor that such Investor shall furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it, as shall be reasonably required to effect and maintain the effectiveness of the registration of such Registrable Securities and shall execute such documents in connection with such registration as the Company may reasonably request.

(b) Each Investor, by such Investor's acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of each Registration Statement hereunder, unless such Investor has notified the Company in writing of such Investor's election to exclude all of such Investor's Registrable Securities from such Registration Statement.

(c) Each Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(e) or the first sentence of 3(d), such Investor will promptly discontinue disposition of Registrable Securities pursuant to any Registration Statement(s) covering such Registrable Securities until such Investor's receipt of the copies of the supplemented or amended prospectus contemplated by Section 3(e) or the first sentence of Section 3(d) or receipt of notice that no supplement or amendment is required. Notwithstanding anything to the contrary in this Section 4(c), the Company shall cause its transfer agent to deliver unlegended shares of Common Stock to a transferee of an Investor in accordance with the terms of the Transaction Documents in connection with any sale of Registrable Securities with respect to which such Investor has entered into a contract for sale prior to the Investor's receipt of a notice from the Company of the happening of any event of the kind described in Section 3(e) or the first sentence of Section 3(d) and for which such Investor has not yet settled.

5. Expenses of Registration.

All reasonable expenses, other than underwriting discounts and commissions, incurred in connection with registrations, filings or qualifications pursuant to Sections 2 and 3, including, without limitation, all registration, listing and qualifications fees, printers and accounting fees, FINRA filing fees (if any) and fees and disbursements of counsel for the Company shall be paid by the Company.

6. Indemnification.

(a) The Company shall defend, protect, indemnify and hold harmless the Investor and its affiliates, directors and officers and each person, if any, who controls the Investor within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (collectively, the "**Indemnitees**") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith, and including reasonable attorneys' fees and disbursements (the "**Indemnified Liabilities**"), incurred by any Indemnitee as a result of, or arising out of, or based upon arising out of or based upon any untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or prospectus or necessary to make the statements in a Registration Statement or prospectus (in the case of a prospectus, in the light of the circumstances under which they were made) not misleading (a "**Misstatement**") contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained in such Registration Statement, any amendment or supplement to such Registration Statement, preliminary prospectus, final prospectus or summary prospectus, or any free writing prospectus relating to such Registration Statement, or any violation by the Company of the Securities Act or any rule or regulation promulgated thereunder applicable to the Company or any state securities (or blue sky) law, rule or regulation and relating to action or inaction required of the Company in connection with any such registration. Each Investor will, in the event that any registration of any Registrable Securities held by the Investor is being effected under the Securities Act pursuant to this Agreement and the Company has required the Investor to provide such an undertaking on the same terms, indemnify and hold harmless the Company, each of its directors and officers and each underwriter (if any), and each other person, if any, who controls such underwriter within the meaning of the Securities Act, against any Indemnified Liabilities, insofar as such Indemnified Liabilities arise out of or are based upon any Misstatement contained in any Registration Statement under which the sale of such Registrable Securities was registered under the Securities Act, any preliminary prospectus, final prospectus or summary prospectus contained in the Registration Statement, or any amendment or supplement thereto, if the Misstatement was made (or not made, in the case of an omission) in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of such Investor expressly for use therein, and shall reimburse the Company and its directors and officers for any reasonable, customary and documented out-of-pocket legal or other expenses incurred by any of them in connection with investigation or defending any such Loss; provided that such Investor shall be liable under this Section 6(a) for only that amount of a Indemnified Liabilities as does not exceed the net proceeds to such Investor as a result of the applicable sale of Registrable Securities. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a) shall not apply to amounts paid in settlement of any Indemnified Liabilities if such settlement is effected without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnitee and shall survive the transfer of any of the Registrable Securities by any of the Investors pursuant to Section 9.

(b) Promptly after receipt by an Indemnitee under this Section 6 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving an Indemnified Liability, such Indemnitee shall, if a claim in respect thereof is to be made against the Company under this Section 6, deliver to the Company a written notice of the commencement thereof, and the Company shall have the right to participate in, and, to the extent the Company so desires, to assume control of the defense thereof with counsel mutually satisfactory to the Company and the Indemnitee; provided, however, that an Indemnitee shall have the right to retain its own counsel with the fees and expenses of such counsel to be paid by the Company if: (A) the Company has agreed in writing to pay such fees and expenses; (B) the Company shall have failed promptly to assume the defense of such Indemnified Liability and to employ counsel reasonably satisfactory to such Indemnitee in any such Indemnified Liability; or (C) the named parties to any such Indemnified Liability (including any impleaded parties) include both such Indemnitee and the Company, and such Indemnitee shall have been advised by counsel that representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them (in which case, if such Indemnitee notifies the Company in writing that it elects to employ separate counsel at the expense of the Company, then the Company shall not have the right to assume the defense thereof and such counsel shall be at the expense of the Company), provided further, that in the case of clause (C) above the Company shall not be responsible for the reasonable fees and expenses of more than one (1) separate legal counsel for the Indemnitees. The Indemnitee shall reasonably cooperate with the Company in connection with any negotiation or defense of any such action or Indemnified Liability by the Company and shall furnish to the Company all information reasonably available to the Indemnitee which relates to such action or Indemnified Liability. The Company shall keep the Indemnitee reasonably apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. The Company shall not be liable for any settlement of any action, claim or proceeding effected without its prior written consent, provided, however, that the Company shall not unreasonably withhold, delay or condition its consent. The Company shall not, without the prior written consent of the Indemnitee, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnitee of a release from all liability in respect to such Indemnified Liability or litigation, and such settlement shall not include any admission as to fault on the part of the Indemnitee. Following indemnification as provided for hereunder, the Company shall be subrogated to all rights of the Indemnitee with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the Company within a reasonable time of the commencement of any such action shall not relieve the Company of any liability to the Indemnitee under this Section 6, except to the extent that the Company is materially and adversely prejudiced in its ability to defend such action.

(c) The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, within ten (10) days after bills are received or Indemnified Liabilities are incurred.

(d) The indemnity agreement contained herein shall be in addition to (A) any cause of action or similar right of the Indemnitee against the Company or others, and (B) any liabilities the Company may be subject to pursuant to the law.

7. Contribution.

To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; provided, however: (i) no contribution shall be made under circumstances where the maker would not have been liable for indemnification under the fault standards set forth in Section 6 of this Agreement, (ii) no Person involved in the sale of Registrable Securities which Person is guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) in connection with such sale shall be entitled to contribution from any Person involved in such sale of Registrable Securities who was not guilty of fraudulent misrepresentation; and (iii) contribution by any seller of Registrable Securities shall be limited in amount to the amount of net proceeds received by such seller from the applicable sale of such Registrable Securities pursuant to such Registration Statement. Notwithstanding the provisions of this Section 7, no Investor shall be required to contribute, in the aggregate, any amount in excess of the amount by which the net proceeds actually received by such Investor from the applicable sale of the Registrable Securities subject to the Claim exceeds the amount of any damages that such Investor has otherwise been required to pay, or would otherwise be required to pay under Section 6(b), by reason of such untrue or alleged untrue statement or omission or alleged omission.

8. Reports Under the 1934 Act.

With a view to making available to the Investors the benefits of Rule 144, the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144; and

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the 1933 Act and the 1934 Act so long as the Company remains subject to such requirements (it being understood and agreed that nothing herein shall limit any obligations of the Company under the Transaction Documents) and the filing of such reports and other documents is required for the applicable provisions of Rule 144.

9. Assignment of Registration Rights.

All or any portion of the rights under this Agreement shall be automatically assignable by each Investor to any transferee or assignee (as the case may be) of all or any portion of such Investor's Registrable Securities, or Warrants, if: (i) such Investor agrees in writing with such transferee or assignee (as the case may be) to assign all or any portion of such rights, and a copy of such agreement is furnished to the Company within a reasonable time after such transfer or assignment (as the case may be); (ii) the Company is, within a reasonable time after such transfer or assignment (as the case may be), furnished with written notice of (a) the name and address of such transferee or assignee (as the case may be), and (b) the securities with respect to which such registration rights are being transferred or assigned (as the case may be); (iii) immediately following such transfer or assignment (as the case may be) the further disposition of such securities by such transferee or assignee (as the case may be) is restricted under the 1933 Act or applicable state securities laws if so required; (iv) at or before the time the Company receives the written notice contemplated by clause (ii) of this sentence such transferee or assignee (as the case may be) agrees in writing with the Company to be bound by all of the provisions contained herein; (v) such transfer or assignment (as the case may be) shall have been made in accordance with the applicable requirements of the Transaction Documents and the Warrants (as the case may be); and (vi) such transfer or assignment (as the case may be) shall have been conducted in accordance with all applicable federal and state securities laws.

10. Amendment of Registration Rights.

Provisions of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Required Holders; provided that any such amendment or waiver that complies with the foregoing, but that disproportionately, materially and adversely affects the rights and obligations of any Investor relative to the comparable rights and obligations of the other Investors shall require the prior written consent of such adversely affected Investor. Any amendment or waiver effected in accordance with this Section 10 shall be binding upon each Investor and the Company, provided that no such amendment shall be effective to the extent that it (1) applies to less than all of the holders of Registrable Securities or (2) imposes any obligation or liability on any Investor without such Investor's prior written consent (which may be granted or withheld in such Investor's sole discretion). No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party. No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of this Agreement unless the same consideration (other than the reimbursement of legal fees) also is offered to all of the parties to this Agreement.

11. Miscellaneous.

(a) Solely for purposes of this Agreement, a Person is deemed to be a holder of Registrable Securities whenever such Person owns, or is deemed to own, of record such Registrable Securities. If the Company receives conflicting instructions, notices or elections from two or more Persons with respect to the same Registrable Securities, the Company shall act upon the basis of instructions, notice or election received from such record owner of such Registrable Securities.

(b) Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by electronic mail (provided that such sent email is kept on file (whether electronically or otherwise) by the sending party and the sending party does not receive an automatically generated message from the recipient's email server that such e-mail could not be delivered to such recipient); or (iii) 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. The mailing addresses and e-mail addresses for such communications shall be:

If to the Company:

Eos Energy Enterprises, Inc.

Two Allegheny Center

Nova Tower 2

Pittsburgh, Pennsylvania 15212

Attention: Chief Financial Officer

With a copy (for informational purposes only) to:

Eos Energy Enterprises, Inc.
Attention: Chief Legal Officer
Email: legal@eose.com

With a copy (for informational purposes only) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Roshni Banker Cariello; Steven Glendon
Email: roshni.cariello@davispolk.com; steven.glendon@davispolk.com

If to the Transfer Agent:

Continental Stock Transfer & Trust Co.
1 State Street, 30th Floor
New York, NY 10004
Attention: Compliance Department

E-mail: sjones@continentalstock.com

If to Legal Counsel:

Simpson Thacher & Bartlett LLP
4250 Lexington Avenue
New York, New York 10017
Attention: Lin Toback
Email: LToback@stblaw.com

If to a Holder, to its mailing address and/or email address set forth on the signature pages attached to this Registration Rights Agreement, with copies to such Holder's representatives as set forth in this Registration Rights Agreement, or to such other mailing address and/or email address and/or to the attention of such other Person as the recipient party has specified by written notice given to each other party five (5) days prior to the effectiveness of such change, provided that Simpson Thacher & Bartlett LLP shall only be provided notices sent to the lead investor. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, (B) mechanically or electronically generated by the sender's e-mail containing the time, date and recipient's e-mail or (C) provided by a courier or overnight courier 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.

(c) Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof. The Company and each Investor acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that each party hereto shall be entitled to an injunction or injunctions to prevent or cure breaches of the provisions of this Agreement by any other party hereto and to enforce specifically the terms and provisions hereof (without the necessity of showing economic loss and without any bond or other security being required), this being in addition to any other remedy to which any party may be entitled by law or equity.

(d) All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any provision of law or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in State of New York or the United States District Court for the Southern District of New York, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

(e) If any provision of this Agreement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(f) This Agreement, the other Transaction Documents, the schedules and exhibits attached hereto and thereto and the instruments referenced herein and therein constitute the entire agreement among the parties hereto and thereto solely with respect to the subject matter hereof and thereof. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein and therein. This Agreement, the other Transaction Documents, the schedules and exhibits attached hereto and thereto and the instruments referenced herein and therein supersede all prior agreements and understandings among the parties hereto solely with respect to the subject matter hereof and thereof; provided, however, nothing contained in this Agreement or any other Transaction Document shall (or shall be deemed to) (i) have any effect on any agreements any Investor has entered into with the Company or any of its Subsidiaries prior to the date hereof with respect to any prior investment made by such Investor in the Company, (ii) waive, alter, modify or amend in any respect any obligations of the Company or any of its Subsidiaries or any rights of or benefits to any Investor or any other Person in any agreement entered into prior to the date hereof between or among the Company and/or any of its Subsidiaries and any Investor and all such agreements shall continue in full force and effect or (iii) limit any obligations of the Company under any of the other Transaction Documents.

(g) Subject to compliance with Section 9 (if applicable), this Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of each of the parties hereto. This Agreement is not for the benefit of, nor may any provision hereof be enforced by, any Person, other than the parties hereto, their respective permitted successors and assigns and the Persons referred to in Sections 6 and **Error! Reference source not found.** hereof.

(h) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. Unless the context clearly indicates otherwise, each pronoun herein shall be deemed to include the masculine, feminine, neuter, singular and plural forms thereof. The terms "including," "includes," "include" and words of like import shall be construed broadly as if followed by the words "without limitation." The terms "herein," "hereunder," "hereof" and words of like import refer to this entire Agreement instead of just the provision in which they are found.

(i) This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. In the event that any signature is delivered by facsimile transmission or by an email which contains a portable document format (.pdf) file of an executed signature page, such signature page 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 signature page were an original thereof.

(j) Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(k) The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party. Notwithstanding anything to the contrary set forth in Section 10, terms used in this Agreement but defined in the other Transaction Documents shall have the meanings ascribed to such terms on the Closing Date in such other Transaction Documents unless otherwise consented to in writing by each Investor.

(l) All consents and other determinations required to be made by the Investors pursuant to this Agreement shall be made, unless otherwise specified in this Agreement, by the Required Holders, determined as if all of the outstanding Warrants then held by the Investors have been exercised for Registrable Securities without regard to any limitations on exercise of the Warrants.

(m) This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

(n) The obligations of each Investor under this Agreement and the other Transaction Documents are several and not joint with the obligations of any other Investor, and no Investor shall be responsible in any way for the performance of the obligations of any other Investor under this Agreement or any other Transaction Document. Nothing contained herein or in any other Transaction Document, and no action taken by any Investor pursuant hereto or thereto, shall be deemed to constitute the Investors as, and the Company acknowledges that the Investors do not so constitute, a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Investors are in any way acting in concert or as a group or entity with respect to such obligations or the transactions contemplated by the Transaction Documents or any matters, and the Company acknowledges that the Investors are not acting in concert or as a group, and the Company shall not assert any such claim, with respect to such obligations or the transactions contemplated by this Agreement or any of the other the Transaction Documents. Each Investor shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of any other Transaction Documents, and it shall not be necessary for any other Investor to be joined as an additional party in any proceeding for such purpose. The use of a single agreement with respect to the obligations of the Company contained herein was solely in the control of the Company, not the action or decision of any Investor, and was done solely for the convenience of the Company and not because it was required or requested to do so by any Investor. It is expressly understood and agreed that each provision contained in this Agreement and in each other Transaction Document is between the Company and an Investor, solely, and not between the Company and the Investors collectively and not between and among Investors.

[signature page follows]

IN WITNESS WHEREOF, each Holder and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

COMPANY:

EOS ENERGY ENTERPRISES, INC.

By: /s/ Alessandro Lagi
Name: Alessandro Lagi
Title: Chief Financial Officer

IN WITNESS WHEREOF, each Holder and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the date first written above.

HOLDERS:
CCM Frontier JV Holdco, LLC

By: /s/ Jake Hansen
Name: Jake Hansen
Title: President

Notice: c/o CCM Frontier JV Holdco, LLC,
Attn: Cerberus Cap, 875 Third Avenue, New York, NY 10022