

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

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): November 14, 2022

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

Delaware
(State or other jurisdiction
of incorporation)

001-39291
(Commission File Number)

84-4290188
(I.R.S. Employer
Identification No.)

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

08820
(Zip Code)

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

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on which Registered
Common stock, par value \$0.0001 per share	EOSE	The Nasdaq Stock Market LLC
Warrants, each exercisable for one share of common stock	EOSEW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On November 14, 2022, Eos Energy Enterprises, Inc. (the “Company”) and YA II PN, LTD (“Yorkville”) entered into Amendment No. 2 (the “Amendment No. 2”) to the Standby Equity Purchase Agreement dated as of April 28, 2022 (as amended by this Amendment No. 2 and Amendment No. 1 dated as of June 13, 2022, the “SEPA”), to decrease the commitment amount under the SEPA from \$200,000,000 to \$125,000,000. With the exception of the decrease in the commitment amount, the terms of the SEPA remain unchanged, and the SEPA, as amended, remains in full force and effect.

The foregoing description of the Amendment No. 2 does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment No. 2, a copy of which is filed with this Current Report on Form 8-K as Exhibit 10.1 hereto and is hereby incorporated by reference.

Item 9.01. Exhibits.

(d) Exhibits

Exhibit No. Description

10.1 [Amendment No. 2 to the Standby Equity Purchase Agreement dated as of November 14, 2022 between Eos Energy Enterprises, Inc. and YA II PN, LTD.](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

Date: November 14, 2022

EOS ENERGY ENTERPRISES, INC.

By: /s/ Randall Gonzales

Name: Randall Gonzales

Title: Chief Financial Officer

AMENDMENT NO. 2 TO STANDBY EQUITY PURCHASE AGREEMENT

THIS AMENDMENT NO. 2 (the “Amendment”), dated as of November 14, 2022, to the Standby Equity Purchase Agreement (the “SEPA”), dated as of April 28, 2022 and as amended on June 13, 2022, by and between YA II PN, LTD., a Cayman Islands exempt limited partnership (the “Investor”), and Eos Energy Enterprises, Inc., a company incorporated under the laws of the State of Delaware (the “Company”, and together with the Investor, the “Parties”), is being executed at the direction of the Parties.

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

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

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

“Commitment Amount” shall mean \$125,000,000 of Common Shares, *provided that*, the Company shall not effect any sales under this Agreement and the Investor shall not have the obligation to purchase Common Shares under this Agreement to the extent (but only to the extent) that after giving effect to such purchase and sale the aggregate number of Common Shares issued under this Agreement would exceed 19.99% of the outstanding Common Shares as of the date of this Agreement (the “Exchange Cap”); *provided further that*, the Exchange Cap will not apply (a) if the Company’s stockholders have approved issuances in excess of the Exchange Cap in accordance with the rules of the Principal Market or (b) the average price of all applicable sales of Common Shares hereunder (including the Commitment Fee Shares in the number of shares sold for these purposes) equals or exceeds \$2.15 per share (which represents the lower of (i) the Nasdaq Official Closing Price on the Trading Day immediately preceding the date of this Agreement; or (ii) the average Nasdaq Official Closing Price for the five Trading Days immediately preceding the date of this Agreement).

2. This Amendment supersedes all other prior oral or written agreements between the Investor, the Company, their respective affiliates and persons acting on their behalf with respect to the matters discussed herein. Except as specifically set forth in this Amendment, no other provision of SEPA shall be deemed amended or modified and the SEPA shall otherwise remain in full force and effect. For the avoidance of doubt, the Company shall not be entitled to any reduction or refund of any fees paid under the SEPA, pursuant to Section 13.04, or otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COMPANY:
Eos Energy Enterprises, Inc.

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

INVESTOR:
YA II PN, LTD.

By: Yorkville Advisors Global II, LLC
Its: General Partner

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

[Signature Page to Amendment No. 2]
