

**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 30, 2020**

East Resources Acquisition Company
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-39403
(Commission File Number)

85-1210472
(I.R.S. Employer Identification No.)

7777 NW Beacon Square Boulevard
Boca Raton, Florida
(Address of Principal Executive Offices)

33487
(Zip Code)

(561) 826-3620
(Registrant's telephone number, including area code)

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

- Written communication 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-commencements communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Units, each consisting of one share of Class A common stock and one-half of one warrant	ERESU	The NASDAQ Stock Market LLC
Class A common stock, par value \$0.0001 per share	ERES	The NASDAQ Stock Market LLC
Warrants, each whole warrant exercisable for one share of Class A common stock at an exercise price of \$11.50 per share	ERESW	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 30, 2020, East Resources Acquisition Company, a Delaware corporation (the “Company”) entered into (i) that certain business services agreement with JKLM Energy, LLC, a Delaware limited liability company (“JKLM”), an affiliate of East Sponsor, LLC, a Delaware limited liability company and the Company’s sponsor (“East Sponsor”) and (ii) that certain business services agreement with East Management Services, LP, a Delaware limited partnership (“EMS”), and an affiliate of East Sponsor, each effective as of July 24, 2020 (such agreements, the “Business Services Agreements”).

Pursuant to the Business Services Agreements, JKLM and EMS each shall cover certain expenses of the Company, including by providing office space, utilities, secretarial support, administrative services, salaries, wages, benefits and other personnel-related costs, as may be reasonably required by the Company to identify, investigate and complete an initial business combination. In exchange therefor, the Company shall reimburse each of JKLM and EMS for such expenses, in each case, in an aggregate amount not to exceed \$10,000 per month (each an “Expense Reimbursement Cap”), beginning on July 24, 2020 and continuing monthly thereafter until the earlier of the consummation by the Company of an initial business combination or the Company’s liquidation (the “Termination Date”). Additionally, the Company shall reimburse each of JKLM and EMS for (i) all out-of-pocket expenses related to the Company’s formation and initial public offering and (ii) certain other expenses related to the Company’s identification, investigation, or completion of an initial business combination. To the extent the actual amounts of any such monthly expenses of JKLM or EMS exceed the Expense Reimbursement Cap, the Company shall reimburse JKLM or EMS, as applicable, for such overages following the Termination Date.

The full text of each of the Business Services Agreements, attached hereto as Exhibit 10.1 and Exhibit 10.2, respectively, are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits*

<u>Exhibit No.</u>	<u>Description of Exhibits</u>
10.1	<u>Business Services Agreement, by and between East Resources Acquisition Company and JKLM Energy, LLC, dated as of November 30, 2020.</u>
10.2	<u>Business Services Agreement, by and between East Resources Acquisition Company and East Management Services, LP, dated as of November 30, 2020.</u>

SIGNATURE

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

East Resources Acquisition Company

Date: December 1, 2020

By: /s/ Gary L. Hagerman, Jr.
Name: Gary L. Hagerman, Jr.
Title: Chief Financial Officer and Treasurer

EAST RESOURCES ACQUISITION COMPANY
7777 NW Beacon Square Boulevard
Boca Raton, FL 33487

November 30, 2020

JKLM Energy, LLC
2200 Georgetown Drive, Suite 500
Sewickley, PA 15143

Re: Administrative Services Agreement

Gentlemen:

This letter agreement, by and between East Resources Acquisition Company (the "Company") and JKLM Energy, LLC ("JKLM"), dated as of the date hereof and effective as of July 24, 2020, will confirm our agreement that, commencing on the date the securities of the Company were first listed (the "Listing Date") on the NASDAQ Capital Market ("NASDAQ"), pursuant to a Registration Statement on Form S-1 and prospectus filed with the Securities and Exchange Commission (the "Registration Statement") and continuing until the earlier of the consummation by the Company of an initial business combination or the Company's liquidation (in each case as described in the Registration Statement) (such earlier date hereinafter referred to as the "Termination Date").

JKLM shall cover the cost of certain expenses of the Company, including by providing office space at 2200 Georgetown Drive, Suite 500, Sewickley, PA 15143 (or any successor location of JKLM), utilities, secretarial support, administrative services, salaries, wages, benefits and other personnel-related costs, as may be reasonably required by the Company to identify, investigate and complete an initial business combination. In exchange therefor, the Company shall reimburse JKLM for such expenses, in an aggregate amount not to exceed \$10,000 per month (the "Expense Reimbursement Cap"), beginning on the Listing Date and continuing monthly thereafter until the Termination Date. Additionally, the Company shall reimburse JKLM for (i) all out-of-pocket expenses related to the Company's formation and initial public offering and (ii) certain other expenses related to the Company's identification, investigation, or completion of an initial business combination. To the extent any such monthly expenses of JKLM exceed the Expense Reimbursement Cap, the Company shall reimburse JKLM for such overages following the Termination Date.

JKLM hereby irrevocably waives any and all right, title, interest, causes of action and claims of any kind (each, a "Claim") in or to, and any and all right to seek payment of any amounts due to it out of, the trust account established for the benefit of the public stockholders of the Company and into which substantially all of the proceeds of the Company's initial public offering will be deposited (the "Trust Account"), and hereby irrevocably waives any Claim it may have in the future as a result of, or arising out of, this letter agreement, which Claim would reduce, encumber or otherwise adversely affect the Trust Account or any monies or other assets in the Trust Account, and further agrees not to seek recourse, reimbursement, payment or satisfaction of any Claim against the Trust Account or any monies or other assets in the Trust Account for any reason whatsoever.

This letter agreement constitutes the entire agreement and understanding of the parties hereto in respect of its subject matter and supersedes all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby.

This letter agreement may not be amended, modified or waived as to any particular provision, except by a written instrument executed by the parties hereto.

No party hereto may assign either this letter agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party. Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee.

This letter agreement, the entire relationship of the parties hereto, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of New York, without giving effect to its choice of laws principles.

[Signature page follows]

Very truly yours,

EAST RESOURCES ACQUISITION COMPANY

By: /s/ Gary L. Hagerman, Jr.
Name: Gary L. Hagerman, Jr.
Title: Chief Financial Officer and Treasurer

AGREED TO AND ACCEPTED BY:

JKLM ENERGY, LLC

By: /s/ Gary L. Hagerman, Jr.
Name: Gary L. Hagerman, Jr.
Title: Chief Financial Officer and Treasurer

[Signature Page to Administrative Services Agreement]

EAST RESOURCES ACQUISITION COMPANY

7777 NW Beacon Square Boulevard
Boca Raton, FL 33487

November 30, 2020

East Management Services, LP
2200 Georgetown Drive, Suite 500
Sewickley, PA 15143

East Management Services, LP
7777 NW Beacon Square Boulevard
Boca Raton, FL 33487

Re: Administrative Services Agreement

Gentlemen:

This letter agreement, by and between East Resources Acquisition Company (the “Company”) and East Management Services, LP (“EMS”), dated as of the date hereof and effective as of July 24, 2020, will confirm our agreement that, commencing on the date the securities of the Company were first listed (the “Listing Date”) on the NASDAQ Capital Market (“NASDAQ”), pursuant to a Registration Statement on Form S-1 and prospectus filed with the Securities and Exchange Commission (the “Registration Statement”) and continuing until the earlier of the consummation by the Company of an initial business combination or the Company’s liquidation (in each case as described in the Registration Statement) (such earlier date hereinafter referred to as the “Termination Date”).

EMS shall cover the cost of certain expenses of the Company, including by providing office spaces at 2200 Georgetown Drive, Suite 500, Sewickley, PA 15143 and 7777 NW Beacon Square Boulevard, Boca Raton, Florida 33487 (or any successor locations of EMS), utilities, secretarial support, administrative services, salaries, wages, benefits and other personnel-related costs, as may be reasonably required by the Company to identify, investigate and complete an initial business combination. In exchange therefor, the Company shall reimburse EMS for such expenses, in an aggregate amount not to exceed \$10,000 per month (the “Expense Reimbursement Cap”), beginning on the Listing Date and continuing monthly thereafter until the Termination Date. Additionally, the Company shall reimburse EMS for (i) all out-of-pocket expenses related to the Company’s formation and initial public offering and (ii) certain other expenses related to the Company’s identification, investigation, or completion of an initial business combination. To the extent any such monthly expenses of EMS exceed the Expense Reimbursement Cap, the Company shall reimburse EMS for such overages following the Termination Date.

EMS hereby irrevocably waives any and all right, title, interest, causes of action and claims of any kind (each, a “Claim”) in or to, and any and all right to seek payment of any amounts due to it out of, the trust account established for the benefit of the public stockholders of the Company and into which substantially all of the proceeds of the Company’s initial public offering will be deposited (the “Trust Account”), and hereby irrevocably waives any Claim it may have in the future as a result of, or arising out of, this letter agreement, which Claim would reduce, encumber or otherwise adversely affect the Trust Account or any monies or other assets in the Trust Account, and further agrees not to seek recourse, reimbursement, payment or satisfaction of any Claim against the Trust Account or any monies or other assets in the Trust Account for any reason whatsoever.

This letter agreement constitutes the entire agreement and understanding of the parties hereto in respect of its subject matter and supersedes all prior understandings, agreements, or representations by or among the parties hereto, written or oral, to the extent they relate in any way to the subject matter hereof or the transactions contemplated hereby.

This letter agreement may not be amended, modified or waived as to any particular provision, except by a written instrument executed by the parties hereto.

No party hereto may assign either this letter agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party. Any purported assignment in violation of this paragraph shall be void and ineffectual and shall not operate to transfer or assign any interest or title to the purported assignee.

This letter agreement, the entire relationship of the parties hereto, and any litigation between the parties (whether grounded in contract, tort, statute, law or equity) shall be governed by, construed in accordance with, and interpreted pursuant to the laws of the State of New York, without giving effect to its choice of laws principles.

[Signature page follows]

Very truly yours,

EAST RESOURCES ACQUISITION COMPANY

By: /s/ Gary L. Hagerman, Jr.
Name: Gary L. Hagerman, Jr.
Title: Chief Financial Officer and Treasurer

AGREED TO AND ACCEPTED BY:

EAST MANAGEMENT SERVICES, LP

By: /s/ Gary L. Hagerman, Jr.
Name: Gary L. Hagerman, Jr.
Title: Chief Financial Officer and Treasurer

[Signature Page to Administrative Services Agreement]