

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

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. 8)\*

**INFRASTRUCTURE AND ENERGY ALTERNATIVES, INC.**

(Name of Issuer)

**Common Stock, \$0.0001 par value**

(Title of Class of Securities)

**45686J104**

(CUSIP Number)

**Alison S. Ressler, Esq.  
Rita-Anne O'Neill, Esq.  
Sullivan & Cromwell LLP  
1888 Century Park East, Suite 2100  
Los Angeles, California 90067  
(310) 712-6600**

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

**July 23, 2020**

(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. o

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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).

**Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.**

1.	Names of Reporting Persons Ares Special Situations Fund IV, L.P.
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="radio"/> o (b) <input checked="" type="radio"/> x
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="radio"/> o
6.	Citizenship or Place of Organization Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 0
	8. Shared Voting Power 3,092,794.38 (See Items 3, 4, 5 and 6)
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 3,092,794.38 (See Items 3, 4, 5 and 6)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,092,794.38 (See Items 3, 4, 5 and 6)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="radio"/> o
13.	Percent of Class Represented by Amount in Row (11) 12.1%* (See Items 3, 4, 5 and 6)
14.	Type of Reporting Person (See Instructions) PN

\* The calculation of the percentage of outstanding shares is based on (i) 22,506,233 shares of Common Stock outstanding as of May 7, 2020 as disclosed by the Issuer (as defined herein) in its Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on May 7, 2020 (the "10-Q") plus (ii) 3,092,794.38 shares of Common Stock issuable upon exercise of the Warrants held by ASSF IV.

1.	Names of Reporting Persons ASSF Operating Manager IV, L.P.
2.	Check the Appropriate Box if a Member of a Group (See Instructions)
(a)	<input type="radio"/>
(b)	<input checked="" type="radio"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="radio"/>
6.	Citizenship or Place of Organization Delaware
	7. Sole Voting Power 0
Number of Shares Beneficially Owned by Each Reporting Person With	8. Shared Voting Power 3,092,794.38 (See Items 3, 4, 5 and 6)
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 3,092,794.38 (See Items 3, 4, 5 and 6)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 3,092,794.38 (See Items 3, 4, 5 and 6)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="radio"/>
13.	Percent of Class Represented by Amount in Row (11) 12.1%* (See Items 3, 4, 5 and 6)
14.	Type of Reporting Person (See Instructions) PN

\* The calculation of the percentage of outstanding shares is based on (i) 22,506,233 shares of Common Stock outstanding as of May 7, 2020 as disclosed by the Issuer in the 10-Q plus (ii) 3,092,794.38 shares of Common Stock issuable upon exercise of the Warrants held by ASSF IV.

1.	Names of Reporting Persons ASOF Holdings I, L.P.
2.	Check the Appropriate Box if a Member of a Group (See Instructions)
	(a) <input type="radio"/>
	(b) <input checked="" type="radio"/>
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="radio"/>
6.	Citizenship or Place of Organization Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 0
	8. Shared Voting Power 2,903,515.63 (See Items 3, 4, 5 and 6)
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 2,903,515.63 (See Items 3, 4, 5 and 6)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,903,515.63 (See Items 3, 4, 5 and 6)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="radio"/>
13.	Percent of Class Represented by Amount in Row (11) 11.4%* (See Items 3, 4, 5 and 6)
14.	Type of Reporting Person (See Instructions) OO

\* The calculation of the percentage of outstanding shares is based on (i) 22,506,233 shares of Common Stock outstanding as of May 7, 2020 as disclosed by the Issuer in the 10-Q plus (ii) 2,903,515.63 shares of Common Stock issuable upon exercise of the Warrants held by ASOF.

1.	Names of Reporting Persons ASOF Investment Management LLC
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="radio"/> o (b) <input checked="" type="radio"/> x
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="radio"/> o
6.	Citizenship or Place of Organization Delaware
Number of Shares Beneficially Owned by Each Reporting Person With	7. Sole Voting Power 0
	8. Shared Voting Power 2,903,515.63 (See Items 3, 4, 5 and 6)
	9. Sole Dispositive Power 0
	10. Shared Dispositive Power 2,903,515.63 (See Items 3, 4, 5 and 6)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 2,903,515.63 (See Items 3, 4, 5 and 6)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="radio"/> o
13.	Percent of Class Represented by Amount in Row (11) 11.4%* (See Items 3, 4, 5 and 6)
14.	Type of Reporting Person (See Instructions) OO

\* The calculation of the percentage of outstanding shares is based on (i) 22,506,233 shares of Common Stock outstanding as of May 7, 2020 as disclosed by the Issuer in the 10-Q plus (ii) 2,903,515.63 shares of Common Stock issuable upon exercise of the Warrants held by ASOF.

1.	Names of Reporting Persons Ares Management LLC
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="radio"/> o (b) <input checked="" type="radio"/> x
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="radio"/> o
6.	Citizenship or Place of Organization Delaware
7.	Sole Voting Power 0
8.	Shared Voting Power 5,996,310* (See Items 3, 4, 5 and 6)
9.	Sole Dispositive Power 0
10.	Shared Dispositive Power 5,996,310* (See Items 3, 4, 5 and 6)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 5,996,310* (See Items 3, 4, 5 and 6)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="radio"/> o
13.	Percent of Class Represented by Amount in Row (11) 21.0%** (See Items 3, 4, 5 and 6)
14.	Type of Reporting Person (See Instructions) OO

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

\* Excludes 40,135 shares of Common Stock underlying restricted stock units (“RSUs”) granted to Matthew Underwood in his capacity as a director serving on the Board. Such RSUs will vest on March 26, 2021, the one year anniversary of the grant date. Such RSUs were granted directly to Ares Management LLC, and are held by Ares Management LLC as the direct holder of such RSUs.

\*\* The calculation of the percentage of outstanding shares is based on (i) 22,506,233 shares of Common Stock outstanding as of May 7, 2020 as disclosed by the Issuer in the 10-Q plus (ii) 5,996,310 shares of Common Stock issuable upon exercise of the Warrants held by ASSF IV and ASOF.

1.	Names of Reporting Persons Ares Management Holdings L.P.
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="radio"/> o (b) <input checked="" type="radio"/> x
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="radio"/> o
6.	Citizenship or Place of Organization Delaware
7.	Sole Voting Power 0
8.	Shared Voting Power 5,996,310* (See Items 3, 4, 5 and 6)
9.	Sole Dispositive Power 0
10.	Shared Dispositive Power 5,996,310* (See Items 3, 4, 5 and 6)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 5,996,310* (See Items 3, 4, 5 and 6)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="radio"/> o
13.	Percent of Class Represented by Amount in Row (11) 21.0%** (See Items 3, 4, 5 and 6)
14.	Type of Reporting Person (See Instructions) PN

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

\* Excludes 40,135 shares of Common Stock underlying RSUs granted to Matthew Underwood in his capacity as a director serving on the Board. Such RSUs will vest on March 26, 2021, the one year anniversary of the grant date. Such RSUs were granted directly to Ares Management LLC, and are held by Ares Management LLC as the direct holder of such RSUs.

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1.	Names of Reporting Persons Ares Holdco LLC
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="radio"/> o (b) <input checked="" type="radio"/> x
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="radio"/> o
6.	Citizenship or Place of Organization Delaware
7.	Sole Voting Power 0
8.	Shared Voting Power 5,996,310* (See Items 3, 4, 5 and 6)
9.	Sole Dispositive Power 0
10.	Shared Dispositive Power 5,996,310* (See Items 3, 4, 5 and 6)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 5,996,310* (See Items 3, 4, 5 and 6)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="radio"/> o
13.	Percent of Class Represented by Amount in Row (11) 21.0%** (See Items 3, 4, 5 and 6)
14.	Type of Reporting Person (See Instructions) OO

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

\* Excludes 40,135 shares of Common Stock underlying RSUs granted to Matthew Underwood in his capacity as a director serving on the Board. Such RSUs will vest on March 26, 2021, the one year anniversary of the grant date. Such RSUs were granted directly to Ares Management LLC, and are held by Ares Management LLC as the direct holder of such RSUs.

\*\* The calculation of the percentage of outstanding shares is based on (i) 22,506,233 shares of Common Stock outstanding as of May 7, 2020 as disclosed by the Issuer in the 10-Q plus (ii) 5,996,310 shares of Common Stock issuable upon exercise of the Warrants held by ASSF IV and ASOF.



1.	Names of Reporting Persons Ares Holdings Inc.
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="radio"/> o (b) <input checked="" type="radio"/> x
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="radio"/> o
6.	Citizenship or Place of Organization Delaware
7.	Sole Voting Power 0
8.	Shared Voting Power 5,996,310* (See Items 3, 4, 5 and 6)
9.	Sole Dispositive Power 0
10.	Shared Dispositive Power 5,996,310* (See Items 3, 4, 5 and 6)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 5,996,310* (See Items 3, 4, 5 and 6)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="radio"/> o
13.	Percent of Class Represented by Amount in Row (11) 21.0%** (See Items 3, 4, 5 and 6)
14.	Type of Reporting Person (See Instructions) CO

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

\* Excludes 40,135 shares of Common Stock underlying RSUs granted to Matthew Underwood in his capacity as a director serving on the Board. Such RSUs will vest on March 26, 2021, the one year anniversary of the grant date. Such RSUs were granted directly to Ares Management LLC, and are held by Ares Management LLC as the direct holder of such RSUs.

\*\* The calculation of the percentage of outstanding shares is based on (i) 22,506,233 shares of Common Stock outstanding as of May 7, 2020 as disclosed by the Issuer in the 10-Q plus (ii) 5,996,310 shares of Common Stock issuable upon exercise of the Warrants held by ASSF IV and ASOF.

1. Names of Reporting Persons  
Ares Management Corporation
- 
2. Check the Appropriate Box if a Member of a Group (See Instructions)
- (a)  o
- (b)  x
- 
3. SEC Use Only
- 
4. Source of Funds (See Instructions)  
OO
- 
5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) o
- 
6. Citizenship or Place of Organization  
Delaware
- 
7. Sole Voting Power  
0
- 
8. Shared Voting Power  
5,996,310\* (See Items 3, 4, 5 and 6)
- 
9. Sole Dispositive Power  
0
- 
10. Shared Dispositive Power  
5,996,310\* (See Items 3, 4, 5 and 6)
- 
11. Aggregate Amount Beneficially Owned by Each Reporting Person  
5,996,310\* (See Items 3, 4, 5 and 6)
- 
12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) o
- 
13. Percent of Class Represented by Amount in Row (11)  
21.0%\*\* (See Items 3, 4, 5 and 6)
- 
14. Type of Reporting Person (See Instructions)  
CO
- 

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

\* Excludes 40,135 shares of Common Stock underlying RSUs granted to Matthew Underwood in his capacity as a director serving on the Board. Such RSUs will vest on March 26, 2021, the one year anniversary of the grant date. Such RSUs were granted directly to Ares Management LLC, and are held by Ares Management LLC as the direct holder of such RSUs.

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1.	Names of Reporting Persons Ares Voting LLC
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="radio"/> o (b) <input checked="" type="radio"/> x
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="radio"/> o
6.	Citizenship or Place of Organization Delaware
7.	Sole Voting Power 0
8.	Shared Voting Power 5,996,310* (See Items 3, 4, 5 and 6)
9.	Sole Dispositive Power 0
10.	Shared Dispositive Power 5,996,310* (See Items 3, 4, 5 and 6)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 5,996,310* (See Items 3, 4, 5 and 6)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="radio"/> o
13.	Percent of Class Represented by Amount in Row (11) 21.0%** (See Items 3, 4, 5 and 6)
14.	Type of Reporting Person (See Instructions) OO

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

\* Excludes 40,135 shares of Common Stock underlying RSUs granted to Matthew Underwood in his capacity as a director serving on the Board. Such RSUs will vest on March 26, 2021, the one year anniversary of the grant date. Such RSUs were granted directly to Ares Management LLC, and are held by Ares Management LLC as the direct holder of such RSUs.

\*\* The calculation of the percentage of outstanding shares is based on (i) 22,506,233 shares of Common Stock outstanding as of May 7, 2020 as disclosed by the Issuer in the 10-Q plus (ii) 5,996,310 shares of Common Stock issuable upon exercise of the Warrants held by ASSF IV and ASOF.

1.	Names of Reporting Persons Ares Management GP LLC
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="radio"/> o (b) <input checked="" type="radio"/> x
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="radio"/> o
6.	Citizenship or Place of Organization Delaware
7.	Sole Voting Power 0
8.	Shared Voting Power 5,996,310* (See Items 3, 4, 5 and 6)
9.	Sole Dispositive Power 0
10.	Shared Dispositive Power 5,996,310* (See Items 3, 4, 5 and 6)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 5,996,310* (See Items 3, 4, 5 and 6)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="radio"/> o
13.	Percent of Class Represented by Amount in Row (11) 21.0%** (See Items 3, 4, 5 and 6)
14.	Type of Reporting Person (See Instructions) OO

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

\* Excludes 40,135 shares of Common Stock underlying RSUs granted to Matthew Underwood in his capacity as a director serving on the Board. Such RSUs will vest on March 26, 2021, the one year anniversary of the grant date. Such RSUs were granted directly to Ares Management LLC, and are held by Ares Management LLC as the direct holder of such RSUs.

\*\* The calculation of the percentage of outstanding shares is based on (i) 22,506,233 shares of Common Stock outstanding as of May 7, 2020 as disclosed by the Issuer in the 10-Q plus (ii) 5,996,310 shares of Common Stock issuable upon exercise of the Warrants held by ASSF IV and ASOF.

1.	Names of Reporting Persons Ares Partners Holdco LLC
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) <input type="radio"/> o (b) <input checked="" type="radio"/> x
3.	SEC Use Only
4.	Source of Funds (See Instructions) OO
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) <input type="radio"/> o
6.	Citizenship or Place of Organization Delaware
7.	Sole Voting Power 0
8.	Shared Voting Power 5,996,310* (See Items 3, 4, 5 and 6)
9.	Sole Dispositive Power 0
10.	Shared Dispositive Power 5,996,310* (See Items 3, 4, 5 and 6)
11.	Aggregate Amount Beneficially Owned by Each Reporting Person 5,996,310* (See Items 3, 4, 5 and 6)
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) <input type="radio"/> o
13.	Percent of Class Represented by Amount in Row (11) 21.0%** (See Items 3, 4, 5 and 6)
14.	Type of Reporting Person (See Instructions) OO

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

\* Excludes 40,135 shares of Common Stock underlying RSUs granted to Matthew Underwood in his capacity as a director serving on the Board. Such RSUs will vest on March 26, 2021, the one year anniversary of the grant date. Such RSUs were granted directly to Ares Management LLC, and are held by Ares Management LLC as the direct holder of such RSUs.

\*\* The calculation of the percentage of outstanding shares is based on (i) 22,506,233 shares of Common Stock outstanding as of May 7, 2020 as disclosed by the Issuer in the 10-Q plus (ii) 5,996,310 shares of Common Stock issuable upon exercise of the Warrants held by ASSF IV and ASOF.

This Amendment No. 8 (this “Amendment No. 8”) to the statement on Schedule 13D amends and supplements the statement on Schedule 13D filed by certain of the Reporting Persons on May 23, 2019 (the “Original Schedule 13D”), as amended by Amendment No. 1 to the Original Schedule 13D filed by the Reporting Persons on August 15, 2019, as amended by Amendment No. 2 to the Original Schedule 13D filed by the Reporting Persons on September 4, 2019, as amended by Amendment No. 3 to the Original Schedule 13D filed by the Reporting Persons on October 9, 2019, as amended by Amendment No. 4 to the Original Schedule 13D filed by the Reporting Persons on October 31, 2019, as amended by Amendment No. 5 to the Original Schedule 13D filed by the Reporting Persons on November 18, 2019, as amended by Amendment No. 6 to the Original Schedule 13D filed by the Reporting Persons on January 27, 2020 and as amended by Amendment No. 7 to the Original Schedule 13D filed by the Reporting Persons on March 12, 2020 (as so amended, the “13D Filing,” and together with this Amendment No. 8, the “Schedule 13D”). Except as amended in this Amendment No. 8, the 13D Filing remains in full force and effect. Terms defined in the 13D Filing are used in this Amendment No. 8 as so defined, unless otherwise defined in this Amendment No. 8.

The Reporting Persons are party to certain agreements with Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P. and OT POF IEA Preferred B Aggregator, L.P. (the “Oaktree Entities”), which agreements contain, among other things, agreements as to the issuance of Warrants and preferred stock of the Issuer, an agreement pursuant to which certain of the Oaktree Entities will exchange Series A Preferred Stock (as defined herein) for Warrants and Series B-3 Preferred Stock (as defined herein), an agreement pursuant to which the Reporting Persons and certain of the Oaktree Entities must vote in favor of a Redemption Sale (as defined herein) under certain circumstances and consents relating to the Rights Offering (as defined herein), each as further described in Item 6 below. As a result, the Reporting Persons may be deemed to be members of a “group”, within the meaning of Section 13(d)(3) of the Act, comprised of the Reporting Persons and the Oaktree Entities. The Reporting Persons expressly disclaim any membership in a group with the Oaktree Entities. It is the understanding of the Reporting Persons that the Oaktree Entities are filing a separate Schedule 13D with respect to the shares of Common Stock beneficially owned by the Oaktree Entities. The beneficial ownership of the Reporting Persons does not include any shares of Common Stock that may be beneficially owned by any of the Oaktree Entities, and the Reporting Persons disclaim beneficial ownership over such shares.

## **Item 2. Identity and Background**

The last sentence of Item 2(a) of the 13D Filing is hereby amended and restated in its entirety as follows:

The Reporting Persons have entered into a joint filing agreement, dated as of July 27, 2020, a copy of which is attached hereto as Exhibit 99.9.

Schedule A referenced in Item 2(c) of the 13D Filing is hereby amended and restated as the Schedule A attached to this Amendment No. 8.

## **Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Item 6 of the 13D Filing is hereby amended by adding the following disclosure after the fourth paragraph under “C. October 2019 Transactions—October 2019 Equity Commitment Agreement”:

On July 23, 2020, the Issuer, ASSF IV, ASOF, Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P., and OT POF IEA Preferred B Aggregator, L.P. entered into a Second Amendment to the October 2019 ECA (the “Amendment”). The Amendment terminates Section 9.18 of the October 2019 ECA, which relates to the obligation of the Issuer to issue to the Backstop Parties (as defined in the October 2019 ECA), and the Backstop Parties to purchase from the Issuer, additional shares of Series B-3 Preferred Stock and Warrants pursuant to the 2020 Commitment (as defined in the 13D Filing). In connection with the Amendment, the Issuer is obligated to pay to ASSF IV and ASOF (in the aggregate and not individually): (i) \$262,500 in full satisfaction of the 2019 Commitment Fees (as defined in the October 2019 ECA) and (ii) \$398,625 in full satisfaction of the 2020 Commitment Fees (as defined in the October 2019 ECA). The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the terms and conditions of the Amendment, a copy of which is filed as Exhibit 5.19 to the Schedule 13D and is incorporated by reference in its entirety into this Item 6.

Item 6 of the 13D Filing is hereby amended by adding the following disclosure after the last paragraph under “C. October 2019 Transactions—Amended and Restated Series B-1 Certificate and Amended and Restated Series B-2 Certificate”:

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## Matthew Underwood Fee Agreement

On March 10, 2020, Ares Management LLC and Mr. Underwood entered into a Portfolio Company Remuneration Agreement (the “Fee Agreement”) pursuant to which Mr. Underwood agreed to pay Ares Management LLC any directors’ fees, consulting fees or other compensation or remuneration, including fees payable in the form of options, capital stock or other securities of the Issuer (collectively, the “Fees”) that Mr. Underwood receives in his capacity as a director serving on the Board, and instructed the Issuer to pay all Fees to Ares Management LLC. The foregoing description of the Fee Agreement does not purport to be complete and is qualified in its entirety by reference to the terms and conditions of the Fee Agreement, a copy of which is filed as Exhibit 5.20 to the Schedule 13D and is incorporated by reference in its entirety into this Item 6.

## Item 7. Material to be Filed as Exhibits

Item 7 of the 13D Filing is hereby amended by adding the following:

- |              |   |
|--------------|---|
| Exhibit 5.19 | Second Amendment to the Equity Commitment Agreement, dated as of July 23, 2020, by and among the Issuer, ASSF IV, ASOF, Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P., and OT POF IEA Preferred B Aggregator, L.P. |
| Exhibit 5.20 | Portfolio Company Remuneration Agreement, dated as of March 10, 2020, by and between Matthew Underwood and Ares Management LLC.   |
| Exhibit 99.9 | Joint Filing Agreement, dated as of July 27, 2020, by and among the Reporting Persons.  |
-

**SIGNATURE**

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

Date: July 27, 2020

**ARES SPECIAL SITUATIONS FUND IV, L.P.**

By: ASSF OPERATING MANAGER IV, L.P.  
Its: Manager

/s/ Naseem Sagati Aghili  
By: Naseem Sagati Aghili  
Its: Authorized Signatory

**ASSF OPERATING MANAGER IV, L.P.**

/s/ Naseem Sagati Aghili  
By: Naseem Sagati Aghili  
Its: Authorized Signatory

**ASOF HOLDINGS I, L.P.**

By: ASOF INVESTMENT MANAGEMENT LLC  
Its: Manager

/s/ Naseem Sagati Aghili  
By: Naseem Sagati Aghili  
Its: Authorized Signatory

**ASOF INVESTMENT MANAGEMENT LLC**

/s/ Naseem Sagati Aghili  
By: Naseem Sagati Aghili  
Its: Authorized Signatory

**ARES MANAGEMENT LLC**

/s/ Naseem Sagati Aghili  
By: Naseem Sagati Aghili  
Its: Authorized Signatory

**ARES MANAGEMENT HOLDINGS L.P.**

By: ARES HOLDCO LLC  
Its: General Partner

/s/ Naseem Sagati Aghili  
By: Naseem Sagati Aghili  
Its: Authorized Signatory

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**ARES HOLDCO LLC**

/s/ Naseem Sagati Aghili  
By: Naseem Sagati Aghili  
Its: Authorized Signatory

**ARES HOLDINGS INC.**

/s/ Naseem Sagati Aghili  
By: Naseem Sagati Aghili  
Its: Authorized Signatory

**ARES MANAGEMENT CORPORATION**

/s/ Naseem Sagati Aghili  
By: Naseem Sagati Aghili  
Its: Authorized Signatory

**ARES MANAGEMENT GP LLC**

/s/ Naseem Sagati Aghili  
By: Naseem Sagati Aghili  
Its: Authorized Signatory

**ARES VOTING LLC**

By: ARES PARTNERS HOLDCO LLC  
Its Sole Member

/s/ Naseem Sagati Aghili  
By: Naseem Sagati Aghili  
Its: Authorized Signatory

**ARES PARTNERS HOLDCO LLC**

/s/ Naseem Sagati Aghili  
By: Naseem Sagati Aghili  
Its: Authorized Signatory

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## EXHIBIT INDEX

- Exhibit 5.19 Second Amendment to the Equity Commitment Agreement, dated as of July 23, 2020, by and among the Issuer, ASSF IV, ASOF, Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P., and OT POF IEA Preferred B Aggregator, L.P.
- Exhibit 5.20 Portfolio Company Remuneration Agreement, dated as of March 10, 2020, by and between Matthew Underwood and Ares Management LLC.
- Exhibit 99.9 Joint Filing Agreement, dated as of July 27, 2020, by and among the Reporting Persons.
-

**SCHEDULE A**

**BOARD OF MANAGERS OF  
ARES PARTNERS HOLDCO LLC**

<b>Name</b>	<b>Present Principal Occupation and Employment</b>
Michael J Arougheti	Co-Founder, Chief Executive Officer and President of Ares Management
Ryan Berry	Chief Marketing and Strategy Officer of Ares Management
R. Kipp deVeer	Head of Credit Group of Ares Management
David B. Kaplan	Co-Founder, Co-Chairman of the Private Equity Group of Ares Management
Michael R. McFerran	Executive Vice President, Chief Operating Officer and Chief Financial Officer of Ares Management
Antony P. Ressler	Co-Founder, Executive Chairman of Ares Management
Bennett Rosenthal	Co-Founder, Co-Chairman of the Private Equity Group of Ares Management

The address for all of the persons listed above is c/o Ares Management LLC, 2000 Avenue of the Stars, 12th Floor, Los Angeles, California 90067.

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**DIRECTORS AND EXECUTIVE OFFICERS OF****ARES MANAGEMENT CORPORATION**

<b>Name</b>	<b>Director/Executive Officer</b>	<b>Present Principal Occupation and Employment</b>
Michael J Arougheti	Director and Executive Officer	Co-Founder, Chief Executive Officer and President of Ares Management
David B. Kaplan	Director and Executive Officer	Co-Founder, Co-Chairman of the Private Equity Group of Ares Management
Antony P. Ressler	Director and Executive Officer	Co-Founder, Executive Chairman of Ares Management
Bennett Rosenthal	Director and Executive Officer	Co-Founder, Co-Chairman of the Private Equity Group of Ares Management
R. Kipp deVeer	Director and Executive Officer	Head of Credit Group of Ares Management
Paul G. Joubert	Director	Founding Partner of EdgeAdvisors and a Venture Partner in Converge Venture Partners
Michael Lynton	Director	Chairman of the Board of Snap Inc.
Dr. Judy Olian	Director	President of Quinnipiac University
Antoinette C. Bush	Director	Executive Vice President and Global Head of Government Affairs for News Corp
Ryan Berry	Executive Officer	Chief Marketing and Strategy Officer of Ares Management
Michael R. McFerran	Executive Officer	Executive Vice President, Chief Operating Officer and Chief Financial Officer of Ares Management
Naseem Sagati Aghili	Executive Officer	General Counsel and Secretary of Ares Management

The address for all of the persons listed above is c/o Ares Management LLC, 2000 Avenue of the Stars, 12th Floor, Los Angeles, California 90067.

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**SECOND AMENDMENT TO EQUITY COMMITMENT AGREEMENT**

This Second Amendment, dated as of July 23, 2020 (this "Amendment"), to the Equity Commitment Agreement, dated as of October 29, 2019 (the "Equity Commitment Agreement"), as amended by the Amendment to Equity Commitment Agreement dated as of May 6, 2020, is entered into by and among (i) Infrastructure and Energy Alternatives, Inc., a Delaware corporation (the "Company"), (ii) each Commitment Party (as defined in the Equity Commitment Agreement"), (iii) Oaktree Power Opportunities Fund III Delaware, L.P., a Delaware limited partnership, (iv) Infrastructure and Energy Alternatives, LLC, a Delaware limited liability company and (v) OT POF IEA Preferred B Aggregator, L.P., a Delaware limited partnership. Capitalized terms used herein and not defined herein have the meanings set forth in the Equity Commitment Agreement.

**RECITALS**

**WHEREAS**, the Parties wish to terminate the 2020 Commitment set forth in Section 9.18 of the Equity Commitment Agreement subject to the satisfaction of the 2019 Commitment Fees, the 2020 Commitment Fees and any Expense Reimbursement Payments outstanding on the date hereof as set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Termination of Section 9.18.

- (a) Subject to the prior satisfaction of the conditions set forth in clause (b) below, each of the terms and provisions of Section 9.18 of the Equity Commitment Agreement is hereby terminated pursuant to Section 9.18(f)(i) of the Equity Commitment Agreement effective as of July 14, 2020 and all rights, duties and obligations of the Parties under Section 9.18 of the Equity Commitment Agreement are hereby extinguished for all purposes under the Equity Commitment Agreement.
  - (b) Notwithstanding anything herein to the contrary, prior to the effectiveness of the foregoing clause (a), the Company shall:
    - a. pay \$525,000 in full satisfaction of the 2019 Commitment Fees to Ares and Oaktree pursuant to Section 9.17(f) of the Equity Commitment Agreement by wire transfer of immediately available funds in such proportions as set forth on Exhibit A hereto;
    - b. pay \$797,250 in full satisfaction of the 2020 Commitment Fees to Ares and Oaktree pursuant to Section 9.18(g) of the Equity Commitment Agreement by wire transfer of immediately available funds in such proportions as set forth on Exhibit A hereto; and
    - c. pay the outstanding Expense Reimbursement Payments pursuant to Section 9.18(g) of the Equity Commitment Agreement in an amount not to exceed \$343,621 by wire transfer of immediately available funds as set forth in the applicable invoices delivered to the Company on or prior to the date hereof.
-

2. Ratification. Except as specifically provided for in this Amendment, the terms of the Equity Commitment Agreement remain in full force and effect unaffected by this Amendment.

3. Effect of Amendment. Whenever the Equity Commitment Agreement is referred to in the Equity Commitment Agreement or in any other agreements, documents and instruments, such reference shall be deemed to be to the Equity Commitment Agreement as amended by this Amendment.

4. Miscellaneous. Sections 9.1 through 9.8 of the Equity Commitment Agreement shall apply *mutatis mutandis* to this Amendment.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the undersigned Parties have duly executed this Agreement as of the date first above written.

INFRASTRUCTURE AND ENERGY ALTERNATIVES, INC.

By: /s/ John P. Roehm  
Name: John P. Roehm  
Title: Chief Executive Officer

*[Signature Page to Second Amendment to the Equity Commitment Agreement]*

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ARES SPECIAL SITUATIONS FUND IV, L.P.

By: ASSF Management IV, L.P., *its general partner*

By: ASSF Management IV GP LLC, *its general partner*

By: /s/ Aaron Rosen

Name: Aaron Rosen

Title: Authorized Signatory

ASOF HOLDINGS I, L.P.

By: ASOF Management, L.P., *its general partner*

By: ASOF Management GP LLC, *its general partner*

By: /s/ Aaron Rosen

Name: Aaron Rosen

Title: Authorized Signatory

**Notice Information:**

c/o Ares Management LLC

2000 Avenue of the Stars, 12th Floor

Los Angeles, CA 90067

Email: [sgraves@aresmgmt.com](mailto:sgraves@aresmgmt.com)

Attention: Scott Graves

[PEGeneralCounsel@aresmgmt.com](mailto:PEGeneralCounsel@aresmgmt.com)

Attention: PE General Counsel

*[Signature Page to Second Amendment to the Equity Commitment Agreement]*

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By: /s/ Ian Schapiro  
Name: Ian Schapiro  
Title: Authorized Signatory

By: /s/ Peter Jonna  
Name: Peter Jonna  
Title: Authorized Signatory

**Notice Information:**

333 South Grand Avenue, 28th Floor  
Los Angeles, CA 90071

Email: ischapiro@oaktreecapital.com  
pjonna@oaktreecapital.com

Attention: Ian Schapiro  
Peter Jonna

*[Signature Page to Second Amendment to the Equity Commitment Agreement]*

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By: OT POF IEA Preferred B Aggregator GP, LLC  
Its: General Partner  
By: Oaktree Power Opportunities Fund III Delaware, L.P.  
Its: Managing Member  
By: Oaktree Power Opportunities Fund III GP, L.P.  
Its: General Partner  
By: Oaktree Fund GP, LLC  
Its: General Partner  
By: Oaktree Fund GP I, L.P.  
Its: Managing Member

By: /s/ Ian Schapiro  
Name: Ian Schapiro  
Title: Authorized Signatory

By: /s/ Peter Jonna  
Name: Peter Jonna  
Title: Authorized Signatory

**Notice Information:**

333 South Grand Avenue, 28th Floor  
Los Angeles, CA 90071  
Email: ischapiro@oaktrecapital.com  
pjonna@oaktrecapital.com  
Attention: Ian Schapiro  
Peter Jonna

*[Signature Page to Second Amendment to the Equity Commitment Agreement]*

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OAKTREE POWER OPPORTUNITIES FUND III  
DELAWARE, L.P.

By: Oaktree Power Opportunities Fund III GP, L.P.

Its: General Partner

By: Oaktree Fund GP, LLC

Its: General Partner

By: Oaktree Fund GP I, L.P.

Its: Managing Member

By: /s/ Ian Schapiro

Name: Ian Schapiro

Title: Authorized Signatory

By: /s/ Peter Jonna

Name: Peter Jonna

Title: Authorized Signatory

**Notice Information:**

333 South Grand Avenue, 28th Floor

Los Angeles, CA 90071

Email: ischapiro@oaktreecapital.com

pjonna@oaktreecapital.com

Attention: Ian Schapiro

Peter Jonna

*[Signature Page to Second Amendment to the Equity Commitment Agreement]*

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	<u>Ares Special Situations Fund IV, L.P.</u>	<u>ASOF Holdings I, L.P.</u>	<u>OT POF IEA Preferred B Aggregator, L.P.</u>	<u>Total</u>
2019 Commitment Fees	\$ 131,250.00	\$ 131,250.00	\$ 262,500.00	\$ 525,000
2020 Commitment Fees	\$ 199,312.50	\$ 199,312.50	\$ 398,625.00	\$ 797,250

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## PORTFOLIO COMPANY REMUNERATION AGREEMENT

This Portfolio Company Agreement (the “**Agreement**”) is dated as of March 10, 2020 by and among Ares Management LLC (the “**Management Company**”) and Matthew Underwood (the “**Agent**”).

WHEREAS, the Agent, in his capacity as a member, agent, officer or employee of the Management Company, may be directed by the Management Company to provide services to portfolio companies (each, a “**Portfolio Company**”) of investment funds managed (directly or indirectly) by the Management Company; and

WHEREAS, the parties desire to enter into this Agreement to confirm the ownership and treatment of any remuneration which may be received by the Agent from a Portfolio Company.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Remuneration. The parties confirm and agree that, as a condition of the Agent’s provision of services to the Management Company, the Agent shall pay to the Management Company any directors’ fees, consulting fees, or other compensation or remuneration, including fees payable in the form of options, capital stock or other securities, which has been or will be received, directly or indirectly, by the Agent from a Portfolio Company or a potential Portfolio Company in connection with the Agent’s performance of services for (or other relationship with) a Portfolio Company or a potential Portfolio Company (collectively, “**Remuneration**”). The parties acknowledge and agree that (a) any Remuneration shall be received by the Agent as an agent of the Management Company, (b) any Remuneration shall be remitted by the Agent to the Management Company or a nominee thereof, and (c) the Management Company, and not the Agent, is the beneficial owner of any Remuneration based on the agency relationship between the Agent and the Management Company.

2. Tax Treatment. The Agent shall not report any income attributable to the Remuneration as the Agent’s own income, but instead, shall report such income on any and all tax returns required to be filed by the Agent as received by the Agent only in the Agent’s capacity as a member, agent, officer or employee of the Management Company. The Management Company shall report all such income as the Management Company’s own income on any and all tax returns required to be filed by the Management Company.

3. Portfolio Company Securities.

(a) General. If the Agent receives stock options, restricted stock, capital stock or other securities as part of any Remuneration, the Agent hereby agrees to fully cooperate with the Management Company to transfer the rights and economic benefit of such securities to the Management Company or a nominee thereof. Such cooperation includes, but is not limited to, transferring such securities directly to the Management Company or a nominee thereof, or selling such securities at the direction of the Management Company and remitting the resulting proceeds to the Management Company or a nominee thereof.

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(b) Non-Transferable Options. If the Agent receives a non-transferable option to purchase shares of capital stock (“Shares”) as part of any Remuneration, then:

(i) the Agent shall not amend or modify such option, waive any of the provisions thereof, or enter into any agreement or understanding with respect to such option or the respective Shares, without the prior written consent of the Management Company;

(ii) the Agent shall exercise such option only upon receipt of instructions from the Management Company (substantially in the form attached hereto as Exhibit A), which instructions may be given at any time during the exercise period provided by the grant for such option;

(iii) the Management Company shall, simultaneously with the exercise set forth above in Section 3(b)(ii), provide the Agent with the funds necessary to enable the Agent to exercise such option; and

(iv) if permissible under the terms of such option, the Agent shall instruct the respective Portfolio Company to issue the Shares directly to the Management Company or a nominee thereof; however, if the terms of such option do not so permit, then the Agent shall either (A) as soon as practicable after receipt of the Shares, transfer such Shares directly to the Management Company or a nominee thereof, or (B) upon the direction of the Management Company, sell such Shares and remit the resulting proceeds to the Management Company or a nominee thereof.

(c) Non-Transferable Securities. If the Agent receives non-transferable securities (other than an option to purchase Shares, as contemplated by subsection (b)) as part of any Remuneration, then the Agent shall hold such securities on behalf and for the benefit of the Management Company until such time as either (i) such securities become transferable, upon such time the Agent shall transfer as soon as practicable such securities to the Management Company or a nominee thereof, or (ii) the Management Company directs the Agent to sell as soon as practicable such securities, upon such time the Agent shall sell such securities and remit the resulting proceeds to the Management Company or a nominee thereof.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall survive the death, merger, dissolution or termination of any of the parties hereto and shall continue in full force and effect notwithstanding that the Agent shall cease to be a member, agent, officer or employee of the Management Company for any reason.

5. Amendment. This Agreement may be amended or modified only by a writing signed on behalf of the parties hereto. No provision of this Agreement may be waived except in writing signed on behalf of the party against whom such waiver is asserted.

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6. Further Assurances. From and after the date of this Agreement, the parties shall execute and deliver such instruments, documents and other writings, and take such other actions, as may be necessary to confirm and carry out and to effectuate fully the intent and purposes of the transactions on their part respectively contemplated by this Agreement. The parties agree to use their best efforts to ensure that any filings required under the provisions of Section 16 of the Securities Exchange Act of 1934, as amended (“**Section 16**”) as a result of any transactions contemplated hereunder shall be made in a timely fashion.

7. Intentions; Severability. If any of the benefits contemplated by this Agreement would be reduced or unachievable because of restrictions or prohibitions imposed by law (by way of example only, the Securities Act of 1933, as amended, state securities laws, a Portfolio Company’s governing instruments, or Section 16), the parties hereto shall use their best efforts to preserve the intent of this Agreement and the benefits contemplated hereby by amending, modifying or waiving in an appropriate manner the provisions of this Agreement.

8. Indemnification. The Management Company shall indemnify and hold harmless the Agent from and against any and all tax liability (including interest and penalties) incurred by the Agent that is associated with the receipt of Remuneration, the exercise of any options and the transfer of any Shares as provided under this Agreement. The Management Company, in consultation with the Agent, shall make appropriate arrangements to either (i) set up adequate reserves with respect to its obligation described in the foregoing sentence or (ii) provide for an alternative method of funding such obligation, in either case, prior to any liquidation, dissolution or winding-up of the Management Company.

9. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly cancelled.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

11. Counterparts. This Agreement may be executed and delivered by facsimile or pdf and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the undersigned have executed this Portfolio Company Remuneration Agreement as of the date first above written.

ARES MANAGEMENT LLC

/s/ Naseem Sagati Aghili

Name: Naseem Sagati Aghili

Title: Authorized Signatory

AGENT

/s/ Matthew Underwood

Name: Matthew Underwood

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[ARES MANAGEMENT LLC LETTERHEAD]

[Name of Agent]  
[Address]

[date]

Dear [ ]:

The purpose of this letter (the “**Letter of Instruction**”) is to provide you with instructions pursuant to that certain Portfolio Company Remuneration Agreement dated [ , 20 ] (the “**Agreement**”), by and between you and Ares Management LLC (the “**Management Company**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

We understand that an option received by you as Remuneration is currently exercisable for the purchase of [insert appropriate number] shares of [insert class of stock] of [insert name of Portfolio Company] (the “**Shares**”). In furtherance of the Agreement, the Management Company hereby instructs you as follows:

1. Immediately upon receipt of this Letter of Instruction, you are directed to exercise 100% of the vested portion of such option.
2. Simultaneously upon such exercise, the Management Company will provide to you funds in an amount equal to the per share exercise price of such option multiplied by the number of Shares that are currently exercisable.
3. Immediately upon receipt of the Shares or expiration of any applicable transfer restrictions, you shall transfer the Shares to the Management Company or a nominee thereof.
4. Upon receipt of a Form 1099 from the issuing Portfolio Company, you will not report any income reported thereon as your own income, but instead, shall report such income on any and all tax returns required to be filed by you as received by you in your capacity as an agent of the Management Company.

Please indicate your intent to comply with the terms of this Letter of Instruction by signing in the space below.

Sincerely yours,

ARES MANAGEMENT LLC

\_\_\_\_\_  
By:  
Title:

Accepted and Agreed:

\_\_\_\_\_  
Name:

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**JOINT FILING AGREEMENT**

In accordance with Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with each of the Reporting Persons (as such term is defined in the Schedule 13D referred to below) on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the common stock, par value \$0.0001 per share, of Infrastructure and Energy Alternatives, Inc., a Delaware corporation, and that this agreement may be included as an exhibit to such joint filing.

IN WITNESS WHEREOF, the undersigned hereby execute this agreement as of July 27, 2020.

**ARES SPECIAL SITUATIONS FUND IV, L.P.**

By: ASSF OPERATING MANAGER IV, L.P.

Its: Manager

/s/ Naseem Sagati Aghili

By: Naseem Sagati Aghili

Its: Authorized Signatory

**ASSF OPERATING MANAGER IV, L.P.**

/s/ Naseem Sagati Aghili

By: Naseem Sagati Aghili

Its: Authorized Signatory

**ASOF HOLDINGS I, L.P.**

By: ASOF INVESTMENT MANAGEMENT LLC

Its: Manager

/s/ Naseem Sagati Aghili

By: Naseem Sagati Aghili

Its: Authorized Signatory

**ASOF INVESTMENT MANAGEMENT LLC**

/s/ Naseem Sagati Aghili

By: Naseem Sagati Aghili

Its: Authorized Signatory

**ARES MANAGEMENT LLC**

/s/ Naseem Sagati Aghili

By: Naseem Sagati Aghili

Its: Authorized Signatory

**ARES MANAGEMENT HOLDINGS L.P.**

By: ARES HOLDCO LLC

Its: General Partner

/s/ Naseem Sagati Aghili

By: Naseem Sagati Aghili

Its: Authorized Signatory

**ARES HOLDCO LLC**

/s/ Naseem Sagati Aghili  
By: Naseem Sagati Aghili  
Its: Authorized Signatory

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**ARES HOLDINGS INC.**

/s/ Naseem Sagati Aghili  
By: Naseem Sagati Aghili  
Its: Authorized Signatory

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**ARES MANAGEMENT CORPORATION**

/s/ Naseem Sagati Aghili  
By: Naseem Sagati Aghili  
Its: Authorized Signatory

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**ARES VOTING LLC**

By: ARES PARTNERS HOLDCO LLC  
Its Sole Member

/s/ Naseem Sagati Aghili  
By: Naseem Sagati Aghili  
Its: Authorized Signatory

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**ARES MANAGEMENT GP LLC**

/s/ Naseem Sagati Aghili  
By: Naseem Sagati Aghili  
Its: Authorized Signatory

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**ARES PARTNERS HOLDCO LLC**

/s/ Naseem Sagati Aghili  
By: Naseem Sagati Aghili  
Its: Authorized Signatory

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