

**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): July 22, 2020

Infrastructure and Energy Alternatives, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-37796
(Commission File Number)

47-4787177
(IRS Employer
Identification No.)

**6325 Digital Way
Suite 460
Indianapolis, Indiana**
(Address of Principal Executive Offices)

46278
(Zip Code)

Registrant's telephone number, including area code: **(765) 828-2580**

None.
(Former Name or Former Address, if Changed Since Last Report)

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

<u>Title of each class</u>	<u>Trading Symbols(s)</u>	<u>Name of exchange on which registered</u>
Common Stock, \$0.0001 par value	IEA	The NASDAQ Stock Market LLC
Warrants for Common Stock	IEAWW	The NASDAQ Stock Market LLC

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 (see General Instruction A.2. below):

- 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))

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 July 22, 2020, Infrastructure and Energy Alternatives, Inc. (the “Company”) entered into a Second Amendment to the Equity Commitment Agreement (the “Amendment”), dated as of July 22, 2020, by and among the Company, Ares Special Situations Fund IV, L.P., ASOF Holdings I, L.P., Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P., and OT POF IEA Preferred B Aggregator, L.P.

The Amendment amends the Equity Commitment Agreement, dated as of October 29, 2019, as amended by that certain Amendment to the Equity Commitment Agreement, dated May 6, 2020 (as amended, the “Equity Commitment Agreement”) to terminate Section 9.18 of the Equity Commitment Agreement effective as of July 14, 2020 relating to the obligation of the Company to issue to the Backstop Parties (as defined in the Equity Commitment Agreement), and the Backstop Parties to purchase from the Company, additional shares of Series B-3 Preferred Stock, par value \$0.0001 per share (the “Series B-3 Preferred Stock”), and warrants pursuant to the 2020 Commitment. In connection with the Amendment, the Company is obligated to pay \$525,000 in full satisfaction of the 2019 Commitment Fees and \$797,250 in full satisfaction of the 2020 Commitment Fees, as well as reimburse certain expenses in the amount of \$343,621. The Amendment was approved by a Special Committee of the Company’s Board of Directors (the “Board”) and, upon recommendation by the Special Committee, by the full Board.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment, which is filed herewith as Exhibit 10.1 and is incorporated in this Item 1.01 by reference.

Certain Relationships

Ares (as defined in the Equity Commitment Agreement), either directly or through one or more affiliates, owns Series B-1 Preferred Stock, par value \$0.0001 per share (“Series B-1 Preferred Stock”), Series B-2 Preferred Stock, par value \$0.0001 per share (the “Series B-2 Preferred Stock”), Series B-3 Preferred Stock and warrants (“Warrants”) to purchase the Company’s common stock, par value \$0.0001 per share (the “Common Stock”), along with rights to designate directors to the Company’s Board under the certificates of designation for the Series B-1 Preferred Stock and Series B-2 Preferred Stock. Oaktree (as defined in the Equity Commitment Agreement), through its affiliated funds, investment vehicles and/or managed accounts, owns all of the Company’s issued and outstanding Series A Preferred Stock, par value \$0.0001 per share, as well as Series B-1 Preferred Stock, Series B-3 Preferred Stock, Warrants and Common Stock. Oaktree also has a right to designate a director to the Company’s Board. For additional discussion of security ownership of Ares and Oaktree, and the relationship of the Company with Ares and Oaktree respectively, please see “Certain Relationships and Related Party Transactions” and “Security Ownership of Certain Beneficial Owners and Management” in the Company’s proxy statement for its 2020 annual meeting of shareholders, filed with the Securities and Exchange Commission on April 10, 2020, as well as any subsequently filed ownership reports under Schedule 13 or Section 16 by Ares or Oaktree.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	<u>Second Amendment to the Equity Commitment Agreement, dated as of July 22, 2020, by and among the Company, Ares Special Situations Fund IV, L.P., ASOF Holdings I, L.P., Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P., and OT POF IEA Preferred B Aggregator, L.P.</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.

Dated: July 24, 2020

INFRASTRUCTURE AND ENERGY ALTERNATIVES, INC.

By: /s/ Gil Melman

Name: Gil Melman

Title: Executive Vice President, General Counsel,
Corporate Secretary and Chief Compliance Officer

SECOND AMENDMENT TO EQUITY COMMITMENT AGREEMENT

This Second Amendment, dated as of July 22, 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]

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

PI General Counsel@aresmgmt.com

Attention : Scott Graves

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

INFRASTRUCTURE AND ENERGY ALTERNATIVES, LLC

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

OT POF IEA PREFERRED B AGGREGATOR, L.P.

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

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

EXHIBIT A

	Ares Special Situations Fund IV, L.P.	ASOF Holdings I, L.P.	OT POF IEA Preferred B Aggregator, L.P.	Total
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