

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): **February 7, 2018**

M III ACQUISITION CORP.

(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.)

3 Columbus Circle
15th Floor
New York, New York
(Address of Principal Executive Offices)

10019
(Zip Code)

Registrant's telephone number, including area code: **(212) 716-1491**

Not Applicable

(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 (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 February 7, 2018, M III Acquisition Corp. (the "Company") entered into Amendment No. 4 ("Amendment No. 4") to the Agreement and Plan of Merger, dated as of November 3, 2017 (the "Merger Agreement"), as amended by Amendment No. 1 ("Amendment No. 1"), Amendment No. 2 ("Amendment No. 2") and Amendment No. 3 ("Amendment No. 3") to the Merger Agreement, by and among IEA Energy Services LLC (together with its subsidiaries, "IEA"), the Company, Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, Infrastructure and Energy Alternatives, LLC ("Seller"), Oaktree Power Opportunities Fund III Delaware, L.P. ("Oaktree"), solely in its capacity as the representative of the Seller, and solely for purposes of Section 10.3 thereof, and, to the extent related thereto, Article 12 thereof, M III Sponsor I LLC and M III Sponsor I LP.

Amendment No. 4 was entered into by the parties to adjust the methodology for determining the closing price per share of the Company's common stock in determining the total consideration, in order to qualify under a new share value safe harbor provided by the Internal Revenue Service.

A copy of Amendment No. 4 is attached as Exhibit 2.5 hereto and is incorporated herein by reference. For a detailed discussion of the Merger Agreement, see the Company's Current Report on Form 8-K, filed with the Securities and Exchange Commission ("SEC") on November 3, 2017. For the full text of the Merger Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3, see Exhibit 2.1 to the Company's Current Report on Form 8-K

filed with the SEC on November 8, 2017, Exhibit 2.2 to the Company's Current Report on Form 8-K filed with the SEC on November 21, 2017, Exhibit 2.3 to the Company's Current Report on Form 8-K filed with the SEC on January 2, 2018 and Exhibit 2.4 to the Company's Current Report on Form 8-K filed with the SEC on January 10, 2018, respectively, which are also incorporated by reference as Exhibits 2.1, 2.2, 2.3 and 2.4, respectively, hereto.

Additional Information

The proposed transaction to which the Merger Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 relate will be submitted to stockholders of the Company for their approval. In connection with that approval, the Company has filed with the SEC a proxy statement containing information about the proposed transaction and the respective businesses of the Company and IEA. Stockholders are urged to read the proxy statement because it contains important information. Stockholders will be able to obtain a free copy of the proxy statement, as well as other filings containing information about the Company, without charge, at the SEC's website (www.sec.gov) or by calling 1-800-SEC-0330. Copies of the proxy statement and other filings with the SEC can also be obtained, without charge, by directing a request to M III Acquisition Corp., 3 Columbus Circle, 15th Floor, New York, NY 10019, (212) 716-1491.

The Company, IEA and their respective directors and executive officers may be deemed to be participants in the solicitations of proxies from the Company's stockholders in respect of the proposed transaction. Information regarding the Company's directors and executive officers is available in its Form 10-K filed with the SEC on March 30, 2017. Additional information regarding the participants in the proxy solicitation and a description of their direct and indirect interests is contained in the proxy statement.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

<u>Exhibit</u>	<u>Description</u>
2.1	<u>Agreement and Plan of Merger, dated as of November 3, 2017, by and among the Company, IEA Energy Services LLC, Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P., solely in its capacity as the representative of the seller, and, solely for purposes of Section 10.3 thereof, and, to the extent related thereto, Article 12 thereof,, M III Sponsor I LLC and M III Sponsor I LP (incorporated by reference to Exhibit 2.1 to the Company's Amendment No. 1 to its Current Report on Form 8-K filed November 8, 2017).</u>
2.2	<u>Amendment No. 1 to the Agreement and Plan of Merger, dated as of November 15, 2017, by and among IEA Energy Services LLC, M III Acquisition Corp., Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P., solely in</u> <u>its capacity as the representative of the seller, and solely for purposes of Section 10.3 thereof, and, to the extent related thereto, Article 12 thereof, M III Sponsor I LLC and M III Sponsor I LP (incorporated by reference to Exhibit 2.2 to the Company's Current Report on Form 8-K filed November 21, 2017).</u>
2.3	<u>Amendment No. 2 to the Agreement and Plan of Merger, dated as of December 27, 2017, by and among IEA Energy Services LLC, M III Acquisition Corp., Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P., solely in its capacity as the representative of the seller, and solely for purposes of Section 10.3 thereof, and, to the extent related thereto, Article 12 thereof, M III Sponsor I LLC and M III Sponsor I LP (incorporated by reference to Exhibit 2.3 to the Company's Current Report on Form 8-K filed January 2, 2018).</u>
2.4	<u>Amendment No. 3 to the Agreement and Plan of Merger, dated as of January 9, 2018, by and among IEA Energy Services LLC, M III Acquisition Corp., Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P., solely in its capacity as the representative of the seller, and solely for purposes of Section 10.3 thereof, and, to the extent related thereto, Article 12 thereof, M III Sponsor I LLC and M III Sponsor I LP (incorporated by reference to Exhibit 2.4 to the Company's Current Report on Form 8-K filed January 10, 2018).</u>
2.5	<u>Amendment No. 4 to the Agreement and Plan of Merger, dated as of February 7, 2018, by and among IEA Energy Services LLC, M III Acquisition Corp., Wind Merger Sub I, Inc., Wind Merger Sub II, LLC, Infrastructure and Energy Alternatives, LLC, Oaktree Power Opportunities Fund III Delaware, L.P., solely in its capacity as the representative of the seller, and solely for purposes of Section 10.3 thereof, and, to the extent related thereto, Article 12 thereof, M III Sponsor I LLC and M III Sponsor I LP.</u>

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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: February 9, 2018

M III ACQUISITION CORP.

By: /s/ Mohsin Y. Meghji

Name: Mohsin Y. Meghji

Title: Chairman and Chief Executive Officer

AMENDMENT NO. 4

AMENDMENT NO. 4 (this “*Amendment*”), dated as of February 7, 2018, to the Agreement and Plan of Merger, dated as of November 3, 2017 (as amended by Amendment No. 1, dated as of November 15, 2017, Amendment No. 2, dated as of December 27, 2017, and Amendment No. 3, dated as of January 9, 2018, and as further amended, restated or otherwise modified from time to time, the “*Agreement*”), by and among IEA Energy Services LLC, a Delaware limited liability company, M III Acquisition Corp., a Delaware corporation (the “*Buyer*”), Wind Merger Sub I, Inc., a Delaware corporation and a wholly owned subsidiary of the Buyer, Wind Merger Sub II, LLC, a Delaware limited liability company and a wholly owned subsidiary of the Buyer, Infrastructure and Energy Alternatives, LLC, a Delaware limited liability company (the “*Seller*”), Oaktree Power Opportunities Fund III Delaware, L.P., a Delaware limited partnership, solely in its capacity as the representative of the Seller, and, solely for purposes of Section 10.3 thereof, and to the extent related thereto, Article 12 thereof, M III Sponsor I LLC, a Delaware limited liability company, and M III Sponsor I LP, a Delaware limited partnership. Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Agreement.

WITNESSETH:

WHEREAS, pursuant to and in accordance with Section 12.2 of the Agreement, the parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the rights and obligations contained herein, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

Section 1. *Amendment of Section 1.1 of the Agreement.* Section 1.1 of the Agreement is hereby amended as follows:

(a) The following definition of “Closing Price Per Share” is hereby inserted in alphabetical order:

““*Closing Price Per Share*” means the average of the daily closing trading prices per share for the Buyer Common Shares on NASDAQ, as determined on each day of the “measuring period,” which shall consist of the five (5) consecutive trading days ending on the last trading day before the Closing Date.”

(b) The definition of “Total Consideration” is hereby deleted in its entirety and restated as follows:

““*Total Consideration*” means the sum of (a) the aggregate amount of Cash Consideration, plus (b) the aggregate value of the Buyer Common Shares issued to the Seller at Closing, plus (c) the aggregate value of the Buyer Preferred Shares issued to the Seller at Closing. For purposes of this definition, (i) the aggregate value of such Buyer Common Shares shall be an amount equal to the product of (x) the number of Buyer Common Shares being issued to Seller at the Closing multiplied by (y) the Closing Price Per Share and (ii) the aggregate value of such Buyer Preferred Shares shall be an amount equal to the product of (x) the number of Buyer Preferred Shares being issued to the Seller at the Closing multiplied by (y) the Buyer Share Issue Price with respect to the Buyer Preferred Shares.”

Section 2. *No Other Change.* Except as expressly modified by this Amendment, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of the parties under the Agreement.

Section 3. *Miscellaneous.* The “Miscellaneous” provisions set forth in Article 12 of the Agreement are incorporated herein by reference, *mutatis mutandis*, as if set forth in full herein; *provided, however*, that for purposes of Section 12.3, and for all other purposes, each reference to the Agreement shall refer to the Agreement as amended by this Amendment.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date first written above.

IEA ENERGY SERVICES LLC

By: /s/ DAVID BOSTWICK
 Name: David Bostwick
 Title: Secretary

INFRASTRUCTURE AND ENERGY ALTERNATIVES, LLC

By: /s/ DAVID BOSTWICK
 Name: David Bostwick
 Title: Secretary

OAKTREE POWER OPPORTUNITIES FUND III DELAWARE, L.P.

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*

[Signature Page to Amendment 4 to Agreement and Plan of Merger]

M III ACQUISITION CORP.

By: /s/ MOHSIN Y. MEGHJI
Name: Mohsin Y. Meghji
Title: *Chief Executive Officer*

WIND MERGER SUB I, INC.

By: /s/ MOHSIN Y. MEGHJI
Name: Mohsin Y. Meghji
Title: *Chief Executive Officer*

WIND MERGER SUB II, LLC

By: /s/ MOHSIN Y. MEGHJI
Name: Mohsin Y. Meghji
Title: *Chief Executive Officer*

M III SPONSOR I LLC,

By: /s/ MOHSIN Y. MEGHJI
Name: Mohsin Y. Meghji
Title: *Managing Member*

M III SPONSOR I LP

By: M III Acquisition Partners I Corp., the general partner

By: /s/ MOHSIN Y. MEGHJI
Name: Mohsin Y. Meghji
Title: *Chief Executive Officer*

[Signature Page to Amendment 4 to Agreement and Plan of Merger]
