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

FORM 10-Q

(Mark One)

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended December 31, 2025

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from __________ to __________

Commission file number 001-13783

IES Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**76-0542208**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

13131 Dairy Ashford Rd., Suite 500, Sugar Land, Texas 77478
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (713) 860-1500

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value $0.01 per share	IESC	NASDAQ Global Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☑	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

On January 26, 2026, there were 19,927,999 shares of common stock outstanding.

IES HOLDINGS, INC. AND SUBSIDIARIES
INDEX

PART I. FINANCIAL INFORMATION

DEFINITIONS

In this Quarterly Report on Form 10-Q, the words "IES", the "Company", the "Registrant", "we", "our", "ours" and "us" refer to IES Holdings, Inc. and, except as otherwise specified herein, to our subsidiaries.

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q includes certain statements that may be deemed "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, all of which are based upon various estimates and assumptions that the Company believes to be reasonable as of the date hereof. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "could," "should," "expect," "plan," "project," "intend," "anticipate," "believe," "seek," "estimate," "predict," "potential," "pursue," "target," "continue," the negative of such terms or other comparable terminology. These statements involve risks and uncertainties that could cause the Company's actual future outcomes to differ materially from those set forth in such statements. Such risks and uncertainties include, but are not limited to:

- a general reduction in the demand for our products or services;
- changes in general economic conditions, including supply chain constraints, high rates of inflation, changes in consumer sentiment, elevated interest rates, and market disruptions resulting from a number of factors, including deterioration of global trade relationships, geo-political conflicts or political unrest;
- competition in the industries in which we operate, both from third parties and former employees, which could result in the loss of one or more customers or lead to lower margins on new projects;
- the use of estimates in placing bids on fixed price contracts, variations from estimated contract costs, our ability to successfully manage and execute projects, the cost and availability of qualified labor and the ability to maintain positive labor relations, and our ability to pass along increases in the cost of commodities used in our business, in particular, copper, aluminum, steel, fuel, electronic components and certain plastics;
- our ability to enter into, and the terms of, future contracts;
- the existence of a small number of customers from whom we derive a meaningful portion of our revenues;
- reliance on third parties, including subcontractors and suppliers, to complete our projects;
- the inability to carry out plans and strategies as expected, including the inability to identify and complete acquisitions that meet our investment criteria in furtherance of our corporate strategy, or the subsequent underperformance of those acquisitions;
- challenges integrating new businesses into the Company or new types of work, products or processes into our segments;
- backlog that may not be realized or may not result in profits;
- failure to adequately recover on contract change orders or claims against customers;
- closures or sales of our facilities resulting in significant future charges, including potential warranty losses or other unexpected liabilities, or a significant disruption of our operations;
- the impact of future epidemics or pandemics on our business, including the potential for new or continued job site closures or work stoppages, supply chain disruptions, delays in awarding new project bids, construction delays, reduced demand for our services, delays in our ability to collect from our customers, or illness of management or other employees;
- an increased cost of surety bonds affecting margins on work and the potential for our surety providers to refuse bonding or require additional collateral at their discretion;
- the impact of seasonality, adverse weather conditions, and climate change;
- fluctuations in operating activity due to factors such as cyclicality, downturns in levels of construction or the housing market, and differing regional economic conditions;
- difficulties in managing our billings and collections;
- accidents resulting from the physical hazards associated with our work and the potential for accidents;

- the possibility that our current insurance coverage may not be adequate or that we may not be able to obtain policies at acceptable rates;
- the effect of litigation, claims and contingencies, including warranty losses, damages or other latent defect claims in excess of our existing reserves and accruals;
- costs and liabilities under existing or potential future laws and regulations, including those laws and regulations related to the environment and climate change, as well as the inability to transfer, renew and obtain electrical and other professional licenses;
- interruptions to our information systems and cyber security or data breaches;
- expenditures to conduct environmental remediation activities required by certain environmental laws and regulations;
- loss of key personnel, ineffective transition of new management, or general labor constraints;
- credit and capital market conditions, including changes in interest rates that affect the cost of construction financing and mortgages, and the inability of some of our customers to obtain sufficient financing at acceptable rates, which could lead to project delays or cancellations;
- limitations on our ability to access capital markets and generate cash from operations to fund our working capital needs and capital expenditures, to complete acquisitions, and for debt service;
- the impact on our effective tax rate or cash paid for taxes from changes in tax positions we have taken or changes in tax laws;
- difficulty in fulfilling the covenant terms of our revolving credit facility, including liquidity and other financial requirements, which could result in a default and acceleration of any indebtedness under such revolving credit facility;
- reliance on certain estimates and assumptions that may differ from actual results in the preparation of our financial statements and the impacts of new accounting, control and operating procedures resulting from new accounting pronouncements;
- uncertainties inherent in the use of percentage-of-completion accounting, which could result in the reduction or elimination of previously recorded revenues and profits;
- the recognition of potential goodwill, long-lived assets and other investment impairments;
- the existence of a controlling shareholder, who has the ability to take action not aligned with other shareholders or to dispose of all or a significant portion of the shares of our common stock it holds, which may trigger certain change of control provisions in a number of our material agreements, including our financing and surety arrangements and our executive severance plan;
- the relatively low trading volume of our common stock, which could increase the volatility of our stock price and could make it more difficult for shareholders to sell a substantial number of shares for the same price at which shareholders could sell a smaller number of shares;
- the possibility that we issue additional shares of common stock, preferred stock or convertible securities that will dilute the percentage ownership interest of existing stockholders and may dilute the value per share of our common stock;
- the potential for substantial sales of our common stock, which could adversely affect our stock price;
- the impact of increasing scrutiny and changing expectations from investors and customers, or new or changing regulations, with respect to risks related to climate change or environmental impacts of our operations;
- the cost or effort required for our shareholders to bring certain claims or actions against us, as a result of our designation of the Court of Chancery of the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings;
- the possibility that our internal controls over financial reporting and our disclosure controls and procedures may not prevent all possible errors that could occur; and
- other factors discussed elsewhere in this Quarterly Report on Form 10-Q.

You should understand that the foregoing, as well as other risk factors discussed in this document, including those listed in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended September 30, 2025, could cause future outcomes to differ materially from those experienced previously or those expressed in such forward-looking statements. We undertake no obligation to publicly update or revise any information, including information concerning our controlling shareholder, borrowing availability or cash position, or any forward-looking statements to reflect events or circumstances that may arise after the date of this report. Forward-looking statements are provided in this Quarterly Report on Form 10-Q pursuant to the safe harbor established under the

Private Securities Litigation Reform Act of 1995 and should be evaluated in the context of the estimates, assumptions, uncertainties and risks described herein.

Item 1. *Financial Statements*

IES HOLDINGS, INC. AND SUBSIDIARIES
Condensed Consolidated Balance Sheets
(In Thousands, Except Share Information)
(Unaudited)

	December 31, 2025	September 30, 2025
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 88,834	$ 127,171
Marketable securities	169,910	104,587
Accounts receivable:		
Trade, net of allowance of $3,722 and $4,340, respectively	524,390	552,158
Retainage	104,467	99,930
Inventories	110,412	111,536
Costs and estimated earnings in excess of billings	85,837	69,229
Prepaid expenses and other current assets	25,916	20,870
Total current assets	1,109,766	1,085,481
Property and equipment, net	220,317	183,231
Goodwill	107,830	107,830
Intangible assets, net	38,166	41,645
Investments	63,888	59,662
Deferred tax assets	14,294	16,055
Operating right of use assets	91,408	88,388
Other non-current assets	12,708	13,369
Total assets	$ 1,658,377	$ 1,595,661
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable and accrued expenses	$ 402,979	$ 456,646
Billings in excess of costs and estimated earnings	212,646	176,782
Total current liabilities	615,625	633,428
Long-term debt	—	—
Operating long-term lease liabilities	65,793	61,967
Other tax liabilities	6,755	6,755
Other non-current liabilities	4,997	5,549
Total liabilities	693,170	707,699
Noncontrolling interest	4,130	4,007
COMMITMENTS AND CONTINGENCIES (NOTE 12)		
STOCKHOLDERS' EQUITY:		
Preferred stock, $0.01 par value, 10,000,000 shares authorized, none issued and outstanding	—	—
Common stock, $0.01 par value, 100,000,000 shares authorized; 22,049,529 issued and 19,927,493 and 19,854,463 outstanding, respectively	220	220
Treasury stock, at cost, 2,122,036 and 2,195,066 shares, respectively	(138,399)	(127,751)
Additional paid-in capital	207,412	210,668
Retained earnings	891,844	800,818
Total stockholders' equity	961,077	883,955
Total liabilities and stockholders' equity	$ 1,658,377	$ 1,595,661

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

IES HOLDINGS, INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Comprehensive Income
(In Thousands, Except Share Information)
(Unaudited)

	Three Months Ended December 31, 2025	Three Months Ended December 31, 2024
Revenues	$ 870,958	$ 749,547
Cost of services	650,943	571,520
Gross profit	220,015	178,027
Selling, general and administrative expenses	121,815	103,039
Contingent consideration	129	339
Loss on sale of assets	338	30
Operating income	97,733	74,619
Interest and other income (expense):		
Interest expense	(466)	(518)
Gain on marketable securities	16,855	2,392
Other income, net	1,826	1,171
Income from operations before income taxes and equity method investment income	115,948	77,664
Provision for income taxes	(28,406)	(19,983)
Equity method investment income	4,226	—
Net income	91,768	57,681
Net income attributable to noncontrolling interest	(329)	(1,378)
Comprehensive income attributable to IES Holdings, Inc.	$ 91,439	$ 56,303
Earnings per share attributable to common stockholders of IES Holdings, Inc.:		
Basic	$ 4.58	$ 2.76
Diluted	$ 4.51	$ 2.72
Shares used in the computation of earnings per share:		
Basic	19,887,058	19,989,951
Diluted	20,173,340	20,245,842

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

IES HOLDINGS, INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Stockholders' Equity
(In Thousands, Except Share Information)
(Unaudited)

	Three Months Ended December 31, 2025												
	Common Stock			Treasury Stock			Additional Paid-In Capital		Retained Earnings		Total Stockholders' Equity		
	Shares	Amount		Shares	Amount								
BALANCE, September 30, 2025	22,049,529	$	220	(2,195,066)	$	(127,751)	$	210,668	$	800,818	$	883,955	
ties Issuances under compensation plans	—		—	120,633		7,022		(7,022)		—		—	
Acquisition of treasury stock	—		—	(47,603)		(17,670)		—		—		(17,670)	
Non-cash compensation	—		—	—		—		3,766		—		3,766	
Increase in noncontrolling interest	—		—	—		—		—		(413)		(413)	
Net income attributable to IES Holdings, Inc.	—		—	—		—		—		91,439		91,439	
BALANCE, December 31, 2025	22,049,529	$	220	(2,122,036)	$	(138,399)	$	207,412	$	891,844	$	961,077	

	Three Months Ended December 31, 2024											
	Common Stock			Treasury Stock			Additional Paid - In Capital		Retained Earnings		Total Stockholders' Equity	
	Shares	Amount		Shares	Amount							
BALANCE, September 30, 2024	22,049,529	$	220	(2,077,859)	$	(90,325)	$	203,458	$	497,760	$	611,113
Issuances under compensation plans	—		—	94,752		4,218		(4,218)		—		—
Acquisition of treasury stock	—		—	(59,792)		(15,731)		—		—		(15,731)
Non-cash compensation	—		—	—		—		1,898		—		1,898
Increase in noncontrolling interest	—		—	—		—		—		(1,144)		(1,144)
Net income attributable to IES Holdings, Inc.	—		—	—		—		—		56,303		56,303
BALANCE, December 31, 2024	22,049,529	$	220	(2,042,899)	$	(101,838)	$	201,138	$	552,919	$	652,439

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

IES HOLDINGS, INC. AND SUBSIDIARIES
Condensed Consolidated Statements of Cash Flows
(In Thousands)
(Unaudited)

	Three Months Ended December 31,	
	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	$ 91,768	$ 57,681
Adjustments to reconcile net income to net cash provided by operating activities:		
Bad debt expense	158	225
Deferred financing cost amortization	153	75
Depreciation and amortization	12,674	11,087
Loss on sale of assets	338	30
Non-cash compensation expense	3,766	1,946
Deferred income tax expense and other non-cash tax adjustments, net	1,891	165
Unrealized gain on marketable securities	(17,045)	(2,271)
Equity method investment income	(4,226)	—
Changes in operating assets and liabilities:		
Marketable securities	(48,278)	(15,693)
Accounts receivable	27,610	10,602
Inventories	1,124	(2,584)
Costs and estimated earnings in excess of billings	(16,608)	509
Prepaid expenses and other current assets	(9,583)	(4,798)
Other non-current assets	361	2
Accounts payable and accrued expenses	(52,194)	(31,478)
Billings in excess of costs and estimated earnings	35,864	11,421
Other non-current liabilities	(72)	341
Net cash provided by operating activities	27,701	37,260
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(46,574)	(13,169)
Proceeds from sale of assets	338	186
Cash paid in conjunction with business combinations, net of cash acquired	—	(542)
Purchases of equity investments	—	(44,900)
Net cash used in investing activities	(46,236)	(58,425)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Borrowings of debt	—	781,217
Repayments of debt	—	(781,217)
Cash paid for finance leases	(1,383)	(913)
Distribution to noncontrolling interest	(749)	(3,950)
Purchase of treasury stock	(17,670)	(15,731)
Net cash used in financing activities	(19,802)	(20,594)
DECREASE IN CASH, CASH EQUIVALENTS AND RESTRICTED CASH	(38,337)	(41,759)
CASH, CASH EQUIVALENTS AND RESTRICTED CASH, beginning of period	127,171	100,832
CASH, CASH EQUIVALENTS AND RESTRICTED CASH, end of period	$ 88,834	$ 59,073

The accompanying notes are an integral part of these Condensed Consolidated Financial Statements.

1. BUSINESS AND ACCOUNTING POLICIES

Description of the Business

IES Holdings, Inc. designs and installs integrated electrical and technology systems and provides infrastructure products and services to a variety of end markets, including data centers, residential housing and commercial and industrial facilities. Our operations are organized into four business segments, based upon the nature of our services:

- Communications – Nationwide provider of technology infrastructure services, including the design, build, and maintenance of the communications infrastructure within data centers for co-location and managed hosting customers, for both large corporations and independent businesses.
- Residential – Regional provider of electrical installation services for single-family housing and multi-family apartment complexes, as well as heating, ventilation and air conditioning (HVAC) and plumbing installation services in certain markets.
- Infrastructure Solutions – Provider of electro-mechanical solutions for industrial operations, including apparatus repair and custom-engineered products such as generator enclosures used in data centers and other industrial applications.
- Commercial & Industrial – Provider of electrical and mechanical design, construction, and maintenance services to the commercial and industrial markets in various regional markets and nationwide in certain areas of expertise, such as the power infrastructure market and data centers.

The words “IES”, the “Company”, “we”, “our”, and “us” refer to IES Holdings, Inc. and, except as otherwise specified herein, to our consolidated subsidiaries.

Seasonality and Quarterly Fluctuations

Results of operations from our Residential segment can be seasonal, depending on weather trends, with typically higher revenues generated during spring and summer and lower revenues generated during fall and winter. The Commercial & Industrial, Communications and Infrastructure Solutions segments of our business are less subject to seasonal trends, as work in these segments generally is performed inside structures protected from the weather, although weather can still impact these businesses, especially in the early stages of projects. From quarter to quarter, results for our Communications, Residential, and Commercial & Industrial segments may be materially affected by the timing of new construction projects, and our volume of business may be adversely affected by declines in construction projects resulting from adverse regional or national economic conditions. Quarterly results for our Infrastructure Solutions segment may be affected by the timing of outages or capital projects at our customers’ facilities. Accordingly, operating results for any fiscal period are not necessarily indicative of results that may be achieved for any subsequent fiscal period.

Basis of Financial Statement Preparation

The accompanying unaudited Condensed Consolidated Financial Statements include the accounts of IES, our wholly-owned subsidiaries, and entities that we control due to ownership of a majority of voting interest and have been prepared in accordance with the instructions to interim financial reporting as prescribed by the United States Securities and Exchange Commission (the “SEC”). The results for the interim periods are not necessarily indicative of results for the entire year. These interim financial statements do not include all disclosures required by U.S. generally accepted accounting principles (“GAAP”) and should be read in conjunction with the consolidated financial statements and notes thereto filed with the SEC in our Annual Report on Form 10-K for the fiscal year ended September 30, 2025. In the opinion of management, the unaudited Condensed Consolidated Financial Statements contained in this report include all known accruals and adjustments necessary for a fair presentation of the financial position, results of operations, and cash flows for the periods reported herein. Any such adjustments are of a normal recurring nature.

Equity Method Investments

We account for investments using the equity method of accounting if the investment gives us the ability to exercise significant influence over an investee but does not grant us control. Significant influence generally exists when an investor owns 20% or more of the voting stock of an incorporated investee or a more than 3% to 5% interest in an unincorporated investee. Under the equity method of accounting, the carrying amount of an investment is initially recorded at cost basis and is subsequently adjusted for our proportionate share of earnings or losses, additional investments in the entity, and distributions. Our proportionate share of earnings or losses is recorded in Equity method investment income on our Condensed Consolidated Statements of Comprehensive Income.

Noncontrolling Interest

In connection with our acquisition of Edmonson Electric LLC ("Edmonson") in fiscal 2021 and NEXT Electric, LLC ("NEXT") in fiscal 2017, we acquired an 80 percent interest in each of the entities, with the remaining 20 percent interest retained by the respective third-party sellers. The interests retained by those third-party sellers are identified on our Condensed Consolidated Balance Sheets as "Noncontrolling interest," classified outside of permanent equity.

Under the terms of our operating agreement with NEXT, after five years from the date of the acquisition, we may elect to purchase, or the third-party seller may require us to purchase, part or all of the remaining 20 percent interest in NEXT. The purchase price is variable, based on a multiple of earnings as defined in the operating agreement. Therefore, the noncontrolling interest is carried at the greater of the balance determined under Accounting Standards Codification ("ASC") 810 and the redemption amount at the balance sheet date. The redemption amount of the noncontrolling interest in NEXT at December 31, 2025 was $4,130.

Our operating agreement with Edmonson contained a similar provision relating to the purchase of the remaining 20 percent interest in Edmonson. On July 1, 2025, we purchased the remaining 20 percent noncontrolling interest in Edmonson for $40,000. As we retained our controlling interest in Edmonson, the change in ownership interest was accounted for as an equity transaction. The difference between the balance of the noncontrolling interest at the date of redemption of the remaining interest and the consideration paid was recognized in Additional Paid-In Capital in the accompanying Condensed Consolidated Balance Sheets and was not reflected in earnings.

The activity in redeemable noncontrolling interest for the three months ended December 31, 2025 and 2024 is summarized in the table below.

	Three Months Ended December 31,	
	2025	2024
Balance at beginning of period	$ 4,007	$ 40,996
Net income attributable to noncontrolling interests	329	1,378
Distributions to noncontrolling interests	(749)	(3,950)
Adjustments to record noncontrolling interests at redemption value	543	1,514
Balance at end of period	$ 4,130	$ 39,938

Use of Estimates

The preparation of financial statements in conformity with GAAP requires the use of estimates and assumptions by management in determining the reported amounts of assets and liabilities, disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Estimates are primarily used in our revenue recognition of construction in progress, fair value assumptions in accounting for business combinations, stock-based compensation, reserves for legal matters, and realizability of deferred tax assets and unrecognized tax benefits.

Recent Accounting Pronouncements and Disclosure Rules Not Yet Adopted

In December 2023, the FASB issued Accounting Standard Update No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures ("ASU 2023-09"). This standard requires more detailed disclosure within the tax rate reconciliation table, as well as additional information about cash taxes paid. This update is effective for fiscal years beginning after December 15, 2024. Early adoption is permitted. We are evaluating the impact this update will have on our annual disclosures; however, it will not impact our financial condition, results of operations, or cash flows.

In November 2024, the FASB issued Accounting Standard Update No. 2024-03, Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses ("ASU 2024-03"). This standard requires additional disclosures of certain expenses, including purchases of inventory, employee compensation, depreciation, intangible asset amortization, and other specific expense categories. This standard also requires disclosure of the total amount of selling expenses and the Company's definition of selling expenses. This update is effective for fiscal years beginning after December 15, 2026, and interim periods within fiscal years beginning after December 15, 2027. Early adoption is permitted. We are evaluating the impact this update will have on our annual disclosures; however, it will not impact our financial condition, results of operations, or cash flows.

In September 2025, the FASB issued Accounting Standard Update No. 2025-06, Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software ("ASU 2025-06"). This standard amends the existing standard for capitalizing costs to develop or obtain software for internal use. This update removes the requirement for costs associated with internal-use software projects to be capitalized only at certain stages of development, instead only requiring that management has authorized and committed to funding a software project and that it is probable that the project will be completed and the software will be used for the function intended in order for these costs to be capitalized. This update is effective for fiscal years beginning after December 15, 2027, and interim periods within fiscal years beginning after December 15, 2028. Early adoption is permitted. This update may be applied on a prospective or retrospective basis, or a modified prospective basis for in-process projects. We are evaluating the impact this update will have on our financial condition, results of operations, and cash flows.

2. CONTROLLING STOCKHOLDER

Tontine Associates, L.L.C. (“Tontine Associates”), together with its affiliates (collectively, “Tontine”), is the Company’s controlling stockholder, owning approximately 53 percent of the Company’s outstanding common stock based on Schedule 13D/A filed by Tontine with the SEC on January 9, 2026 and the Company's shares outstanding as of January 26, 2026. Accordingly, Tontine has the ability to exercise significant control over our affairs, including the election of directors and most actions requiring the approval of stockholders.

While Tontine is subject to certain restrictions under federal securities laws on sales of its shares as an affiliate, the Company has filed a resale shelf registration statement to register for resale a majority of the shares of IES common stock owned by Tontine. As long as the resale shelf registration statement remains effective and the Company remains eligible to use it, Tontine has the ability to resell any or all of its registered shares from time to time in one or more offerings, as described in the resale shelf registration statement and in any prospectus supplement filed in connection with an offering pursuant to the resale shelf registration statement.

Should Tontine, or its underlying individual owners, sell or otherwise dispose of all or a significant portion of its position in IES, a change in control of IES could occur. A change of control would trigger the change of control provisions in a number of our material agreements, including our credit agreement, bonding agreements with our sureties and our executive severance plan.

Jeffrey L. Gendell was appointed Executive Chairman of the Company effective July 1, 2025 after serving as Chief Executive Officer of the Company from October 1, 2020 to June 30, 2025, and as the Company's Interim Chief Executive Officer from July 31, 2020 to September 30, 2020. Mr. Gendell has also served as a director and as Chairman of the Board of Directors since November 2016. He is the managing member and founder of Tontine, and the brother of David B. Gendell, who has served as a member of our Board of Directors since February 2012, and who previously served as Interim Director of Operations from November 2017 to January 2019, as Vice Chairman of the Board from November 2016 to November 2017 and as Chairman of the Board from January 2015 to November 2016. David B. Gendell was an employee of Tontine from 2004 until January 2018.

The Company is a party to a sublease agreement with Tontine Associates for corporate office space in Greenwich, Connecticut. On August 1, 2024, the Company entered into an amendment of the sublease agreement to extend the term of the agreement through September 30, 2025, effective September 1, 2024, while maintaining monthly payments due in the amount of approximately $9. On August 1, 2025, the Company entered into an amendment of the sublease agreement to extend the term of the agreement through September 30, 2026. Payments by the Company are at a rate consistent with that paid by Tontine Associates to its landlord.

On December 6, 2018, the Company entered into a Board Observer Letter Agreement (the "Observer Agreement") with Tontine Associates in order to assist Tontine in managing its investment in the Company. Subject to the terms and conditions set forth in the Observer Agreement, the Company granted Tontine the right, at any time that Tontine holds at least 20% of the outstanding common stock of the Company, to appoint a representative to serve as an observer to the Board (the “Board Observer”). The Board Observer, who must be reasonably acceptable to those members of the Board who are not affiliates of Tontine, shall have no voting rights or other decision making authority. Subject to the terms and conditions set forth in the Observer Agreement, so long as Tontine has the right to appoint a Board Observer, the Board Observer will have the right to attend and participate in meetings of the Board and the committees thereof, subject to confidentiality requirements, and to receive reimbursement for reasonable out-of-pocket expenses incurred in his or her capacity as a Board Observer and such rights to coverage under the Company’s directors’ and officers’ liability insurance policy as are available to the Company’s directors.

3. REVENUE RECOGNITION

Contracts

Our revenue is derived from contracts with customers, and we determine the appropriate accounting treatment for each contract at its inception. Our contracts primarily relate to electrical and mechanical contracting services, technology infrastructure products and services, and electro-mechanical solutions for industrial operations. Revenue is earned based upon an agreed fixed price or actual costs incurred plus an agreed upon percentage.

We account for a contract when: (i) it has approval and commitment from both parties, (ii) the rights of the parties are identified, (iii) payment terms are identified, (iv) the contract has commercial substance, and (v) collectability of consideration is probable. We consider the start of a project to be when the above criteria have been met and we have written authorization from the customer to proceed.

Performance Obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied.

We recognize revenue over time for the majority of the services we perform as (i) control continuously transfers to the customer as work progresses at a project location controlled by the customer and (ii) we have the right to bill the customer as costs are incurred. Within our Infrastructure Solutions Custom Engineered Solutions business, we often perform work inside our own facilities, where control does not continuously transfer to the customer as work progresses. In such cases, we evaluate whether the work performed creates an asset with alternative use to the Company and whether we have the right to bill the customer as costs are incurred. Such assessment involves an evaluation of contractual termination clauses. Where we are creating an asset with no alternative use and we have a contractual right to payment for work performed to date, we recognize revenue over time. If we do not have such a right, we recognize revenue upon completion of the contract, when control of the work transfers to the customer.

For arrangements where we recognize revenue over time, we generally use the percentage of completion method of accounting under which revenue recognized is measured principally by the costs incurred and accrued to date for each contract as a percentage of the estimated total cost for each contract at completion. Contract costs include all direct material, labor and indirect costs related to contract performance. Changes in job performance, job conditions, estimated contract costs and profitability and final contract settlements may result in revisions to costs and income, and the effects of these revisions are recognized in the period in which the revisions are determined. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. This process requires updates to the estimate of total costs to complete the contract, and these updates may include subjective assessments and judgments. Revenue for arrangements whose durations are short in nature is recognized when the project is complete and billable to the customer under the right to invoice practical expedient.

Variable Consideration

The transaction price for our contracts may include variable consideration, which includes changes to transaction price for unapproved change orders, claims and incentives. Change orders, claims and incentives are generally not distinct from the existing contract due to the significant integration service provided in the context of the contract and are accounted for as a modification of the existing contract. We estimate variable consideration at either the expected probability weighted value or the most likely amount in a range of possible consideration amounts, utilizing estimation methods that best predict the amount of consideration to which we will be entitled (or will be incurred in the case of liquidated damages, if any). We include variable consideration in the estimated transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur or when the uncertainty associated with the variable consideration is resolved. Our estimates of variable consideration and determination of whether to include estimated amounts in transaction price are based largely on an assessment of our anticipated performance and all information (historical, current and forecasted) that is reasonably available to us. The effect of variable consideration on the transaction price of a performance obligation is recognized as an adjustment to revenue on a cumulative catch-up basis. To the extent unapproved change orders and claims reflected in transaction price (or accounted for as a reduction of the transaction price in the case of liquidated damages) are not resolved in our favor, or to the extent incentives reflected in transaction price are not earned, there could be reductions in, or reversals of, previously recognized revenue.

Disaggregation of Revenue

We disaggregate our revenue from contracts with customers by activity and contract type, as these categories reflect how the nature, amount, timing and uncertainty of our revenue and cash flows are affected by economic factors. Our consolidated revenue for the three months ended December 31, 2025 and 2024 was derived from the following activities. Certain prior period amounts have been reclassified to conform with the current period presentation, where applicable. See details in the following tables:

	Three Months Ended December 31,	
	2025	2024
Communications	$ 351,920	$ 232,960
Residential		
Single-family Electrical	136,979	169,217
Single-family Plumbing & HVAC	82,860	74,183
Multi-family and Other	64,205	76,571
Total Residential	284,044	319,971
Infrastructure Solutions		
Industrial Services	24,191	18,668
Custom Engineered Solutions	115,984	89,457
Total Infrastructure Solutions	140,175	108,125
Commercial & Industrial	94,819	88,491
Total revenue	$ 870,958	$ 749,547

	Three Months Ended December 31, 2025				
	Communications	Residential	Infrastructure Solutions	Commercial & Industrial	Total
Fixed-price	$ 223,694	$ 284,044	$ 131,510	$ 83,591	$ 722,839
Time-and-material	128,226	—	8,665	11,228	148,119
Total revenue	$ 351,920	$ 284,044	$ 140,175	$ 94,819	$ 870,958

	Three Months Ended December 31, 2024				
	Communications	Residential	Infrastructure Solutions	Commercial & Industrial	Total
Fixed-price	$ 166,333	$ 319,971	$ 100,200	$ 76,190	$ 662,694
Time-and-material	66,627	—	7,925	12,301	86,853
Total revenue	$ 232,960	$ 319,971	$ 108,125	$ 88,491	$ 749,547

Accounts Receivable

Accounts receivable include amounts that we have billed or have an unconditional right to bill our customers. As of December 31, 2025, accounts receivable included $20,643 of unbilled receivables for which we have an unconditional right to bill.

Contract Assets and Liabilities

Project contracts typically provide for a schedule of billings on percentage of completion of specific tasks inherent in the fulfillment of our performance obligation(s). The schedules for such billings usually do not precisely match the schedule on which costs are incurred. As a result, contract revenue recognized in the statement of operations can and usually does differ from amounts that can be billed to the customer at any point during the contract. Amounts by which cumulative contract revenue recognized on a contract as of a given date exceeds cumulative billings and unbilled receivables to the customer under the contract are reflected as a current asset in our Condensed Consolidated Balance Sheets under the caption “Costs and estimated earnings in excess of billings”. Amounts by which cumulative billings to the customer under a contract as of a given date exceed cumulative contract revenue recognized are reflected as a current liability in our Condensed Consolidated Balance Sheets under the caption “Billings in excess of costs and estimated earnings”.

During the three months ended December 31, 2025 and 2024, we recognized revenue of $128,690 and $116,848 related to our contract liabilities at October 1, 2025 and 2024, respectively.

Remaining Performance Obligations

Remaining performance obligations represent the unrecognized revenue value of our contract commitments. Our new performance obligations vary significantly each reporting period based on the timing of our major new contract commitments. At December 31, 2025, we had remaining performance obligations of $1,809,131. The Company expects to recognize revenue on approximately $1,497,802 of the remaining performance obligations over the next 12 months, with the remainder recognized thereafter.

For the three months ended December 31, 2025, revenue recognized from our performance obligations satisfied in previous periods was not material.

4. DEBT

We are a party to the Fourth Amended and Restated Credit Agreement (the “Amended Credit Agreement”), which provides for a revolving line of credit of $300,000, with a maturity date of January 21, 2030.

Under the Amended Credit Agreement, the Company is subject to certain financial covenants including a maximum Consolidated Total Leverage Ratio (as defined in the Amended Credit Agreement) of 3.00 to 1.00 and a minimum Consolidated Interest Coverage Ratio (as defined in the Amended Credit Agreement) of 3.00 to 1.00. As of December 31, 2025, the Company was in compliance with the financial covenants under the Amended Credit Agreement.

We had no outstanding borrowings under our revolving credit facility at December 31, 2025 or September 30, 2025. At December 31, 2025, we had $11,335 in outstanding letters of credit and $288,665 of availability under our revolving credit facility.

Amounts outstanding bear interest at a rate equal to either (1) the Base Rate (which is the greater of the Federal Funds Rate (as defined in the Amended Credit Agreement) and the Prime Rate (as defined in the Amended Credit Agreement)), (2) the Daily Simple SOFR (as defined in the Amended Credit Agreement) or (3) Term SOFR (as defined in the Amended Credit Agreement), plus, in each case, an interest rate margin, which is determined quarterly based on our Consolidated Total Leverage Ratio, in accordance with the following thresholds:

Pricing Level	Consolidated Total Leverage Ratio	Interest Margin applicable to Daily Simple SOFR/Term SOFR	Interest Margin applicable to Base Rate
I	Greater than or equal to 2.50 to 1.00	2.25 percentage points	1.25 percentage points
II	Greater than or equal to 1.75 to 1.00, but less than 2.50 to 1.00	2.00 percentage points	1.00 percentage points
III	Greater than or equal to 1.00 to 1.00, but less than 1.75 to 1.00	1.75 percentage points	0.75 percentage points
IV	Less than 1.00 to 1.00	1.50 percentage points	0.50 percentage points

In addition, we are charged monthly in arrears an unused commitment fee of 0.25% to 0.35% per annum on any unused portion of the revolving credit facility based on the Company's Consolidated Total Leverage Ratio.

The Amended Credit Agreement restricts certain types of transactions when the Company’s Consolidated Total Leverage Ratio, after giving pro forma effect thereto, exceeds 2.75 to 1.00. The Amended Credit Agreement continues to contain other customary affirmative and negative covenants as well as events of default.

5. PER SHARE INFORMATION

The following table reconciles the components of basic and diluted earnings per share for the three months ended December 31, 2025 and 2024:

	Three Months Ended December 31,	
	2025	2024
Numerator:		
Net income attributable to IES Holdings, Inc.	$ 91,439	$ 56,303
Increase in noncontrolling interest	(413)	(1,144)
Net income attributable to common stockholders of IES Holdings, Inc.	$ 91,026	$ 55,159
Denominator:		
Weighted average common shares outstanding — basic	19,887,058	19,989,951
Effect of dilutive non-vested securities	286,282	255,891
Weighted average common and common equivalent shares outstanding — diluted	20,173,340	20,245,842
Earnings per share attributable to common stockholders of IES Holdings, Inc.:		
Basic	$ 4.58	$ 2.76
Diluted	$ 4.51	$ 2.72
Potentially dilutive securities excluded from the computation of diluted earnings per share as the effect of their inclusion would have been anti-dilutive:		
Employee phantom stock units	5,882	53,050

6. OPERATING SEGMENTS

We manage and measure performance of our business in four distinct operating segments: Communications, Residential, Infrastructure Solutions, and Commercial & Industrial. These segments are reflective of how the Company's chief operating decision maker ("CODM") reviews operating results for the purpose of allocating resources and assessing performance. The CODM primarily uses "Operating income (loss)" for each operating segment to assess performance and decide how to allocate resources. Investment gains and losses and certain other corporate income and expense items are not considered in assessing the financial performance of operating businesses. In evaluating performance of the operating businesses, the CODM may compare actual income from operations for a segment to its forecast or prior year results. The Company's CODM is its Chief Executive Officer.

Transactions between segments, if any, are eliminated in consolidation. Our corporate office provides general and administrative services, as well as support services, to each of our four operating segments. Management allocates certain shared costs among segments for selling, general and administrative expenses and depreciation expense.

Segment information for the three months ended December 31, 2025 and 2024 is as follows:

	Three Months Ended December 31, 2025					
	Communications	Residential	Infrastructure Solutions	Commercial & Industrial	Corporate	Total
Revenues	$ 351,920	$ 284,044	$ 140,175	$ 94,819	$ —	$ 870,958
Cost of services	265,530	221,111	89,634	74,668	—	650,943
Gross profit	86,390	62,933	50,541	20,151	—	220,015
Selling, general and administrative	28,440	54,082	14,907	10,517	13,869	121,815
Contingent consideration	—	—	129	—	—	129
(Gain) Loss on sale of assets	513	(11)	(95)	(69)	—	338
Operating income (loss)	$ 57,437	$ 8,862	$ 35,600	$ 9,703	$ (13,869)	$ 97,733
Other data:						
Depreciation and amortization expense	$ 1,808	$ 5,718	$ 3,904	$ 930	$ 314	$ 12,674
Capital expenditures	$ 22,538	$ 1,340	$ 2,292	$ 1,928	$ 18,476	$ 46,574
Total assets	$ 436,337	$ 331,614	$ 356,298	$ 143,170	$ 390,958	$ 1,658,377

	Three Months Ended December 31, 2024					
	Communications	Residential	Infrastructure Solutions	Commercial & Industrial	Corporate	Total
Revenues	$ 232,960	$ 319,971	$ 108,125	$ 88,491	$ —	$ 749,547
Cost of services	184,149	240,843	73,153	73,375	—	571,520
Gross profit	48,811	79,128	34,972	15,116	—	178,027
Selling, general and administrative	20,238	55,312	11,268	8,064	8,157	103,039
Contingent consideration	—	—	339	—	—	339
(Gain) Loss on sale of assets	(38)	(7)	79	(4)	—	30
Operating income (loss)	$ 28,611	$ 23,823	$ 23,286	$ 7,056	$ (8,157)	$ 74,619
Other data:						
Depreciation and amortization expense	$ 1,203	$ 5,411	$ 3,673	$ 573	$ 227	$ 11,087
Capital expenditures	$ 4,680	$ 2,341	$ 2,111	$ 2,982	$ 1,055	$ 13,169
Total assets	$ 294,246	$ 390,468	$ 272,625	$ 99,668	$ 208,002	$ 1,265,009

7. STOCKHOLDERS' EQUITY

Equity Incentive Plan

The Company's 2006 Equity Incentive Plan, as amended and restated (the "Equity Incentive Plan"), provides for grants of phantom stock units, performance awards and stock options as well as grants of stock, including restricted stock. The Equity Incentive Plan was amended and restated effective February 20, 2025 following approval by stockholders at the Company's 2025 Annual Meeting of Stockholders to, among other things, authorize the issuance of an additional 750,000 shares under the Equity Incentive Plan and extend its term to February 19, 2035. As of December 31, 2025, approximately 1,296,318 shares were authorized and available for issuance.

Stock Repurchase Program

On July 31, 2024, our Board authorized a stock repurchase program for the purchase from time to time of up to $200,000 of the Company's common stock after the previous stock repurchase program was fully utilized. Share purchases are made for cash in open market transactions at prevailing market prices or in privately negotiated transactions or otherwise. The timing and amount of purchases under the program are determined based upon prevailing market conditions, our liquidity requirements, contractual restrictions and other factors. All or part of the repurchases may be implemented under a Rule 10b5-1 trading plan, which allows repurchases under predetermined terms at times when the Company might otherwise be prevented from purchasing under insider trading laws or because of self-imposed blackout periods. The program does not require the Company to purchase any specific number of shares and may be modified, suspended, reinstated, or terminated at any time at the Company's discretion and without notice. We made no repurchases of common stock in open market transactions during the three months ended December 31, 2025. We repurchased 21,048 shares of our common stock during the three months ended December 31, 2024 in open market transactions at an average price of $209.90.

Treasury Stock

During the three months ended December 31, 2025, we issued 120,633 shares of common stock from treasury stock to employees and repurchased 47,603 shares of common stock from our employees to satisfy statutory tax withholding requirements upon the vesting of certain phantom stock units under the Equity Incentive Plan.

During the three months ended December 31, 2024, we issued 94,752 shares of common stock from treasury stock to employees and repurchased 38,744 shares of common stock from our employees to satisfy statutory tax withholding requirements upon the vesting of certain phantom stock units under the Equity Incentive Plan.

Director Stock Compensation

Members of our Board of Directors receive a portion of their overall compensation as either grants of common stock or as Director phantom stock units ("Director PSUs"). The Director PSUs are contractual rights to receive one share of the Company's common stock and are paid via unrestricted stock grants to each director upon their departure from the Board of Directors, or upon a change in control. We record compensation expense for the full value of the grant on the date of grant.

Employee Phantom Stock Units

An employee phantom stock unit (an "Employee PSU") is a contractual right to receive one share of the Company's common stock. Depending on the terms of each grant, Employee PSUs may vest upon the achievement of certain specified performance objectives and continued performance of services, or may vest based on continued performance of services through the vesting date.

A summary of Employee PSU activity for the three months ended December 31, 2025 is provided in the table below:

Unvested at September 30, 2025	306,755
Granted	19,189
Vested	(120,569)
Forfeited	(2,566)
Unvested at December 31, 2025	202,809

A summary of the compensation expense related to our stock awards recognized during the three months ended December 31, 2025 and 2024 is provided in the table below:

	Three Months Ended December 31,	
	2025	2024
Director PSUs	$ 158	$ 159
Employee PSUs	$ 3,569	$ 1,787
Director common stock grants	$ 38	—

8. INVESTMENTS

Investments in Marketable Securities

Investments in marketable equity and debt securities classified as trading securities, which were included in "Marketable securities" in our Condensed Consolidated Balance Sheets, are measured at fair value on a recurring basis and classified within Level 1 of the fair value hierarchy, because we use quoted prices of identical assets in active markets. For more information, refer to Note 9, "Fair Value Measurements." The balance of our marketable securities was as follows:

	December 31, 2025	September 30, 2025
Marketable equity securities	$ 169,910	$ 104,587

Gains and losses to measure our investments in marketable equity and debt securities at fair value were included in "Other income, net" on our Condensed Consolidated Statements of Comprehensive Income. Our unrealized net gains (losses), which are calculated as total net gains (losses) recognized during the period less net gains (losses) recognized on securities sold during the period, were as follows:

	Three Months Ended December 31,	
	2025	2024
Unrealized gain on marketable equity securities	$ 17,045	$ 2,238
Unrealized gain on marketable debt securities	—	33
Total unrealized gain on marketable securities	$ 17,045	$ 2,271

Equity Method Investments

On December 2, 2024, we paid $44,900 to acquire a 12.5% membership interest in Jett Texas Company LLC (“Jett”), an investment company, as part of the financing of Jett's investment in the CB&I storage solutions business, a designer and builder of storage facilities, tanks and terminals for energy and industrial markets, formerly owned by McDermott International, Ltd. Our investment, which is included in “Investments” on our Condensed Consolidated Balance Sheets, is measured using the equity method of accounting, wherein the carrying value of our investment is initially recorded at cost basis and subsequently adjusted for our proportionate share of earnings or losses, additional investments, and distributions. We recorded $4,226 earnings on our investment in Jett in the three months ended December 31, 2025 and the carrying value of our investment in Jett was $63,888 at December 31, 2025.

9. FAIR VALUE MEASUREMENTS

Fair Value Measurement Accounting

Fair value is considered the price to sell an asset, or transfer a liability, between market participants on the measurement date. Fair value measurements assume that (1) the asset or liability is exchanged in an orderly manner, (2) the exchange is in the principal market for that asset or liability, and (3) the market participants are independent, knowledgeable, and able and willing to transact an exchange. Fair value accounting and reporting establishes a framework for measuring fair value by creating a hierarchy for observable independent market inputs and unobservable market assumptions and expands disclosures about fair value measurements. Judgment is required to interpret the market data used to develop fair value estimates. As such, the estimates presented herein are not necessarily indicative of the amounts that could be realized in a current exchange. The use of different market assumptions and/or estimation methods could have a material effect on the estimated fair value.

The carrying values of cash and cash equivalents, restricted cash, accounts receivable, accounts payable and contract assets and liabilities approximate fair values due to their short-term nature. The carrying value of borrowings under our revolving credit facility approximates fair value as its effective interest rate is variable and approximates market rates.

At December 31, 2025 and September 30, 2025, financial assets and liabilities measured at fair value on a recurring basis were limited to investments in marketable equity securities classified as trading securities, our executive savings plan, under which certain employees are permitted to defer a portion of their base salary and/or bonus for a Plan Year (as defined in the plan), and contingent consideration liabilities related to certain of our acquisitions.

Financial assets (liabilities) measured at fair value on a recurring basis as of December 31, 2025 and September 30, 2025, are summarized in the following tables by the type of inputs applicable to the fair value measurements:

	December 31, 2025		
	Total Fair Value	Quoted Prices (Level 1)	Significant Unobservable Inputs (Level 3)
Equity securities	$ 169,910	$ 169,910	$ —
Executive savings plan assets	1,113	1,113	—
Executive savings plan liabilities	(982)	(982)	—
Contingent consideration liability	(2,242)	—	(2,242)
Total	$ 167,799	$ 170,041	$ (2,242)

	September 30, 2025		
	Total Fair Value	Quoted Prices (Level 1)	Significant Unobservable Inputs (Level 3)
Equity securities	$ 104,587	$ 104,587	$ —
Executive savings plan assets	1,120	1,120	—
Executive savings plan liabilities	(984)	(984)	—
Contingent consideration liability	(2,113)	—	(2,113)
Total	$ 102,610	$ 104,723	$ (2,113)

On April 1, 2024, we entered into a contingent consideration arrangement in connection with the acquisition of Greiner Industries, Inc. The fair value of this liability, which is included in "Accounts payable and accrued expenses" in our Condensed Consolidated Balance Sheets, is measured on a recurring basis classified within Level 3 of the fair value hierarchy. Net adjustments to fair value of such liabilities are included in Contingent consideration in our Condensed Consolidated Statements of Comprehensive Income.

The table below presents the change in fair value of liabilities measured using significant unobservable inputs (Level 3).

	Contingent consideration liability
Fair value at September 30, 2025	$ (2,113)
Net adjustments to fair value included in “Contingent consideration”	(129)
Fair value at December 31, 2025	$ (2,242)

10. INVENTORY

Inventories consist of the following components:

	December 31, 2025	September 30, 2025
Raw materials	$ 32,360	$ 30,231
Work in process	12,697	10,546
Finished goods	7,414	8,158
Parts and supplies	57,941	62,601
Total inventories	$ 110,412	$ 111,536

11. GOODWILL AND INTANGIBLE ASSETS

Goodwill

The following summarizes the carrying value of goodwill by segment at December 31, 2025, which did not change from September 30, 2025:

	Communications	Residential	Infrastructure Solutions	Commercial & Industrial	Total
Goodwill at December 31, 2025	$ 12,336	$ 51,370	$ 44,124	$ —	$ 107,830

Intangible Assets

Intangible assets consist of the following:

	Estimated Useful Lives (in Years)	December 31, 2025 Gross Carrying Amount	Accumulated Amortization	Net
Trademarks/trade names	5 - 20	$ 16,199	$ (8,976)	$ 7,223
Technical library	20	400	(246)	154
Customer relationships	1 - 15	98,372	(68,854)	29,518
Non-competition arrangements	5	940	(78)	862
Backlog and construction contracts	1 - 2	1,257	(848)	409
Total intangible assets		$ 117,168	$ (79,002)	$ 38,166

	Estimated Useful Lives (in Years)	September 30, 2025 Gross Carrying Amount	Accumulated Amortization	Net
Trademarks/trade names	5 - 20	$ 16,199	$ (8,549)	$ 7,650
Technical library	20	400	(241)	159
Customer relationships	1 - 15	98,372	(66,024)	32,348
Non-competition arrangements	5	940	(31)	909
Backlog and construction contracts	1 - 2	1,257	(678)	579
Total intangible assets		$ 117,168	$ (75,523)	$ 41,645

12. COMMITMENTS AND CONTINGENCIES

Legal Matters

From time to time, we are a party to various claims, lawsuits and other legal proceedings that arise in the ordinary course of business. We maintain various insurance coverages to minimize financial risk associated with these proceedings. None of these proceedings, separately or in the aggregate, are expected to have a material adverse effect on our financial position, results of operations or cash flows. With respect to all such proceedings, we record reserves when it is probable that a liability has been incurred and the amount of loss can be reasonably estimated. We expense routine legal costs related to these proceedings as they are incurred.

In the course of performing work as a subcontractor, from time to time we may be involved in projects which are the subject of contractual disputes between the general contractor and project owner, or between us and the general contractor. In such cases, payment of amounts owed to us by the general contractor may be delayed as contractual disputes are resolved through mediation, arbitration, or litigation. Such disputes may cause us to incur legal fees and other expenses to enforce our contractual rights, and we may not prevail in recovering all amounts to which we believe we are contractually entitled.

Risk Management

We retain the risk for workers' compensation, employer's liability, automobile liability, construction defects, general liability and employee group health claims, as well as pollution coverage, resulting from uninsured deductibles per accident or occurrence which are generally subject to annual aggregate limits. Our general liability program provides coverage for bodily injury and property damage. In many cases, we insure third parties, including general contractors, as additional insured parties under our insurance policies. Losses are accrued based upon our known claims incurred and an estimate of claims incurred but not reported. As a result, many of our claims are effectively self-insured. Many claims against our insurance are in the form of litigation. At December 31, 2025 and September 30, 2025, we had $12,870 and $12,131, respectively, accrued for self-insurance liabilities. Because the reserves are based on judgment and estimates and involve variables that are inherently uncertain, such as the outcome of litigation and an assessment of insurance coverage, there can be no assurance that the ultimate liability will not be higher or lower than such estimates.

Some of the underwriters of our casualty insurance program require us to post letters of credit as collateral. This is common in the insurance industry. To date, we have not had a situation where an underwriter has had reasonable cause to effect payment under a letter of credit. At December 31, 2025 and September 30, 2025, $11,335 and $5,545, respectively, of our outstanding letters of credit was utilized to collateralize our insurance program.

Surety

As of December 31, 2025, the estimated cost to complete our bonded projects was approximately $183,759. We evaluate our bonding requirements on a regular basis, including the terms offered by our sureties. We believe the bonding capacity presently provided by our current sureties is adequate for our current operations and will be adequate for our operations for the foreseeable future.

Other Commitments and Contingencies

Some of our customers and vendors require us to post letters of credit, or provide intercompany guarantees, as a means of guaranteeing performance under our contracts and ensuring payment by us to subcontractors and vendors. If our customer has reasonable cause to effect payment under a letter of credit, we would be required to reimburse our creditor for the letter of credit.

From time to time, we may enter into firm purchase commitments for materials, such as copper or aluminum wire, which we expect to use in the ordinary course of business. These commitments are typically for terms of less than one year and require us to buy minimum quantities of materials at specific intervals at a fixed price over the term. As of December 31, 2025, we had firm commitments of $17,030 outstanding under agreements to purchase materials over the next 12 months in the ordinary course of business.

13. SUPPLEMENTAL CASH FLOW INFORMATION

Cash and noncash activities in the three months ended December 31, 2025 and 2024 were as follows:

	Three Months Ended December 31,	
	2025	2024
SUPPLEMENTAL DISCLOSURE OF CASH ACTIVITIES:		
Cash paid for interest	$ 227	$ 121
Cash paid for income taxes, net	$ 130	$ 370
SUPPLEMENTAL DISCLOSURE OF NONCASH ACTIVITIES:		
Right-of-use assets obtained in exchange for new operating lease liabilities	$ 9,438	$ 7,906
Right-of-use assets obtained in exchange for new finance lease liabilities	$ 538	$ 220

14. SUBSEQUENT EVENTS

On January 16, 2026, we completed the previously announced acquisition of Gulf Island Fabrication, Inc. ("Gulf Island"), a steel fabricator and service provider for the industrial, energy and government sectors. IES's acquisition of Gulf Island includes all the issued and outstanding common shares of Gulf Island for $12 per share in cash, representing an aggregate equity value of approximately $192,000. In connection with this acquisition, we borrowed $150,000 on our revolving line of credit. We anticipate $60 million of this balance will be repaid by the end of January 2026.

Item 2. ***Management's Discussion and Analysis of Financial Condition and Results of Operations***

The following discussion and analysis should be read in conjunction with our Consolidated Financial Statements and the notes thereto, set forth in Part II, Item 8. *"Financial Statements and Supplementary Data"* as set forth in our Annual Report on Form 10-K for the fiscal year ended September 30, 2025, and the Condensed Consolidated Financial Statements and notes thereto included in Part I, Item 1 of this Quarterly Report on Form 10-Q. The following discussion may contain forward looking statements. For additional information, see *"Disclosure Regarding Forward Looking Statements"* in Part I of this Quarterly Report on Form 10-Q.

OVERVIEW

Executive Overview

Please refer to Part I, Item 1. *"Business"* of our Annual Report on Form 10-K for the fiscal year ended September 30, 2025, for a discussion of the Company's services and corporate strategy. IES Holdings, Inc., a Delaware corporation, designs and installs integrated electrical and technology systems and provides infrastructure products and services to a variety of end markets, including data centers, residential housing, and commercial and industrial facilities. Our operations are organized into four business segments: Communications, Residential, Infrastructure Solutions and Commercial & Industrial.

Current Market and Operating Conditions

Entering fiscal 2026, our business has benefited from strong demand continuing across many of our key end markets. Backlog across our business segments in the aggregate remains high, reflecting strong demand. Demand with respect to data centers, a key end market served by our Communications, Infrastructure Solutions, and Commercial & Industrial segments, remains particularly strong. However, availability of labor and capacity could constrain the rate at which we are able to grow our business in this end market. While demand is strong for much of our business, our operating segments each have their own unique set of factors influencing demand for our services. Housing affordability challenges from elevated mortgage rates and inflation, concerns around the availability and cost of insurance, and the impact of overall economic uncertainty on consumer confidence have persisted from fiscal 2025 into 2026. As a result, many large home builders have increased their offerings of customer incentives as they focus on maintaining volume through fluctuations in consumer demand. Recently, some home builders have focused on reducing existing inventory of homes rather than starting new projects. Both of these strategies have put pressure on our revenues and gross margins in our single-family business. In the multi-family residential business, higher borrowing costs for project owners in recent years resulted in a reduction in backlog entering fiscal 2026, which we expect to drive a reduction in multi-family residential revenues for fiscal 2026.

RESULTS OF OPERATIONS

We report our operating results across our four operating segments: Communications, Residential, Infrastructure Solutions, and Commercial & Industrial. Expenses associated with our corporate office are classified separately. The following table presents selected historical results of operations of IES Holdings, Inc., including the results of acquired businesses from the dates acquired.

	Three Months Ended December 31,			
	2025		2024	
	$	%	$	%
	(Dollars in thousands, Percentage of revenues)			
Revenues	$ 870,958	100.0 %	$ 749,547	100.0 %
Cost of services	650,943	74.7	571,520	76.2
Gross profit	220,015	25.3	178,027	23.8
Selling, general and administrative expenses	121,815	14.0	103,039	13.7
Contingent consideration	129	—	339	—
Loss on sale of assets	338	—	30	—
Operating income	97,733	11.2	74,619	10.0
Interest and other income, net	18,215	2.1	3,045	0.4
Income from operations before income taxes and equity method investment income	115,948	13.3	77,664	10.4
Provision for income taxes	(28,406)	(3.3)	(19,983)	(2.7)
Equity method investment income	4,226	0.5	—	—
Net income	91,768	10.5	57,681	7.7
Net income attributable to noncontrolling interest	(329)	—	(1,378)	(0.2)
Net income attributable to IES Holdings, Inc.	$ 91,439	10.5 %	$ 56,303	7.5 %

Consolidated revenues for the three months ended December 31, 2025 were $121.4 million higher than for the three months ended December 31, 2024, an increase of 16.2%, with increases at our Communications, Infrastructure Solutions and Commercial & Industrial segments and a decrease at our Residential segment. See further discussion below of changes in revenues for our individual segments.

Consolidated gross profit for the three months ended December 31, 2025 increased $42.0 million compared to the three months ended December 31, 2024. Our overall gross profit percentage increased to 25.3% during the three months ended December 31, 2025 as compared to 23.8% during the three months ended December 31, 2024. Gross profit as a percentage of revenue increased at our Communications, Infrastructure Solutions and Commercial & Industrial segments and decreased at our Residential segment. See further discussion below of changes in gross margin for our individual segments.

During the three months ended December 31, 2025, our selling, general and administrative expenses were $121.8 million, an increase of $18.8 million, or 18.2%, over the three months ended December 31, 2024, driven primarily by increased personnel costs across our operating segments to support their growth, increased incentive compensation in connection with higher earnings than in the prior fiscal year and continued investment in technology to support the scalability of the business. Selling, general and administrative expenses as a percentage of revenue increased from 13.7% for the three months ended December 31, 2024 to 14.0% for the three months ended December 31, 2025.

Communications

	Three Months Ended December 31,			
	2025		2024	
	$	%	$	%
	(Dollars in thousands, Percentage of revenues)			
Revenues	$ 351,920	100.0 %	$ 232,960	100.0 %
Cost of services	265,530	75.5	184,149	79.0
Gross profit	86,390	24.5	48,811	21.0
Selling, general and administrative expenses	28,440	8.1	20,238	8.7
(Gain) loss on sale of assets	513	0.1	(38)	—
Operating income	$ 57,437	16.3 %	$ 28,611	12.3 %

Revenues. Our Communications segment's revenues increased by $119.0 million, or 51.1%, during the three months ended December 31, 2025, compared to the three months ended December 31, 2024. Continued strong demand in the data center market was the primary driver of the increase, while demand in the distribution center market also continued to grow.

Gross Profit. Our Communications segment's gross profit during the three months ended December 31, 2025 increased by $37.6 million, or 77.0%, as compared to the three months ended December 31, 2024. Gross profit as a percentage of revenue increased from 21.0% to 24.5%. The increase in gross profit and gross margin primarily reflects strong demand as discussed above, successful project execution and improved margins on projects well-suited to our skilled workforce.

Selling, General and Administrative Expenses. Our Communications segment's selling, general and administrative expenses increased by $8.2 million, or 40.5%, during the three months ended December 31, 2025, compared to the three months ended December 31, 2024. The increase primarily reflects higher personnel cost to support business growth and higher incentive compensation as a result of higher earnings. Selling, general and administrative expenses as a percentage of revenue was 8.1% for the three months ended December 31, 2025 compared with 8.7% during the three months ended December 31, 2024 as we benefited from the increased scale of our operations.

Residential

	Three Months Ended December 31,			
	2025		2024	
	$	%	$	%
	(Dollars in thousands, Percentage of revenues)			
Revenues	$ 284,044	100.0 %	$ 319,971	100.0 %
Cost of services	221,111	77.8	240,843	75.3
Gross profit	62,933	22.2	79,128	24.7
Selling, general and administrative expenses	54,082	19.0	55,312	17.3
Gain on sale of assets	(11)	—	(7)	—
Operating income	$ 8,862	3.1 %	$ 23,823	7.4 %

Revenues. Our Residential segment's revenues decreased by $35.9 million, or 11.2%, during the three months ended December 31, 2025, compared to the three months ended December 31, 2024. Our single-family electrical revenues decreased by $32.2 million compared to the prior year period. Consumer demand in the single-family housing market was impacted by housing affordability challenges, availability and cost of insurance, and overall economic uncertainty, leading to a decline in construction volumes and pressure on pricing during the period. Our multi-family revenues also decreased by $12.4 million, driven by a reduction in backlog resulting from the impact of elevated interest rates on demand. Our single-family plumbing and HVAC revenue increased by $8.7 million compared to the prior year period as the general decrease in demand for single-family housing was offset by continued expansion of our plumbing and HVAC business into new markets, as well as improved market conditions for these services in certain markets.

Gross Profit. During the three months ended December 31, 2025, our Residential segment's gross profit decreased by $16.2 million, or 20.5%, compared to the three months ended December 31, 2024. The decrease in gross profit reflects the decline in volume as discussed above and reduced pricing to our customers. Gross profit as a percentage of revenue was 22.2% during the three months ended December 31, 2025, compared to 24.7% during the three months ended December 31, 2024.

Selling, General and Administrative Expenses. Our Residential segment's selling, general and administrative expenses decreased by $1.2 million, or 2.2%, during the three months ended December 31, 2025, compared to the three months ended December 31, 2024. The decrease was primarily driven by reduced incentive compensation expense in connection with lower profitability, partly offset by investments to support the future scalability of our business. Selling, general and administrative expenses as a percentage of revenue increased to 19.0% during the three months ended December 31, 2025, compared to 17.3% during the three months ended December 31, 2024. The increase as a percentage of revenue was primarily driven by the decrease in revenues as discussed above.

Infrastructure Solutions

	Three Months Ended December 31,			
	2025		2024	
	$	%	$	%
	(Dollars in thousands, Percentage of revenues)			
Revenues	$ 140,175	100.0 %	$ 108,125	100.0 %
Cost of services	89,634	63.9	73,153	67.7
Gross profit	50,541	36.1	34,972	32.3
Selling, general and administrative expenses	14,907	10.6	11,268	10.4
Contingent consideration	129	0.1	339	0.3
(Gain) loss on sale of assets	(95)	(0.1)	79	0.1
Operating income	$ 35,600	25.4 %	$ 23,286	21.5 %

Revenues. Revenues in our Infrastructure Solutions segment increased by $32.1 million, or 29.6%, during the three months ended December 31, 2025 compared to the three months ended December 31, 2024. The increase in revenue was driven primarily by continued strong demand in our custom engineered solutions manufacturing businesses, including generator enclosures for data center customers, as well as expansion of our field services offerings.

Gross Profit. Our Infrastructure Solutions segment's gross profit during the three months ended December 31, 2025 increased by $15.6 million, or 44.5%, compared to the three months ended December 31, 2024, and gross profit as a percentage of revenue increased to 36.1% for the three months ended December 31, 2025 compared to 32.3% for the three months ended December 31, 2024. The improvement in gross profit and gross margin primarily reflects the impact of investments we have made over the last several years to increase capacity to meet increasing demand. In addition, improved pricing and productivity improvements as our newer facilities ramped up production contributed to increased profitability.

Selling, General and Administrative Expenses. Our Infrastructure Solutions segment's selling, general and administrative expenses during the three months ended December 31, 2025 increased by $3.6 million, or 32.3%, compared to the three months ended December 31, 2024, primarily as a result of the growth of the business. Selling, general and administrative expenses as a percentage of revenue increased from 10.4% for the three months ended December 31, 2024 to 10.6% for the three months ended December 31, 2025.

Commercial & Industrial

	Three Months Ended December 31,			
	2025		2024	
	$	%	$	%
	(Dollars in thousands, Percentage of revenues)			
Revenues	$ 94,819	100.0 %	$ 88,491	100.0 %
Cost of services	74,668	78.7	73,375	82.9
Gross profit	20,151	21.3	15,116	17.1
Selling, general and administrative expenses	10,517	11.1	8,064	9.1
Gain on sale of assets	(69)	(0.1)	(4)	—
Operating income	$ 9,703	10.2 %	$ 7,056	8.0 %

Revenues. Revenues in our Commercial & Industrial segment increased by $6.3 million, or 7.2%, during the three months ended December 31, 2025, compared to the three months ended December 31, 2024. The increase was primarily driven by continued strong demand and successful execution of backlog, particularly in the data center end market, as well as expansion of one of our operations in the Midwest market.

Gross Profit. Our Commercial & Industrial segment's gross profit during the three months ended December 31, 2025 increased by $5.0 million, or 33.3%, compared to the three months ended December 31, 2024. Gross profit as a percentage of revenue was 21.3% for the three months ended December 31, 2025 compared with 17.1% for the three months ended December 31, 2024 as we benefitted from strong execution on certain large projects.

Selling, General and Administrative Expenses. Our Commercial & Industrial segment's selling, general and administrative expenses during the three months ended December 31, 2025 increased by $2.5 million, or 30.4%, compared to the three months ended December 31, 2024 primarily as a result of increased employee compensation cost, including higher incentive compensation as a result of successful project execution, as we continue to invest in growth of the business. Selling, general and administrative expenses as a percentage of revenue increased to 11.1% for the three months ended December 31, 2025 compared with 9.1% for the three months ended December 31, 2024.

INTEREST AND OTHER INCOME, NET

	Three Months Ended December 31,	
	2025	2024
	(In thousands)	
Interest expense	$ (313)	$ (443)
Deferred financing charges	(153)	(75)
Total interest expense	(466)	(518)
Gain on marketable securities	16,855	2,392
Interest income	844	963
Other income, net	982	208
Total other income, net	1,826	1,171
Total interest and other income, net	$ 18,215	$ 3,045

During the three months ended December 31, 2025, we incurred interest expense of $0.5 million primarily comprised of interest on our finance lease agreements and fees on an average letter of credit balance of $9.1 million under our revolving credit facility and an average unused line of credit balance of $290.9 million. This compares to interest expense of $0.5 million for the three months ended

December 31, 2024, primarily comprised of interest on our finance lease agreements and fees on an average letter of credit balance of $5.5 million under our revolving credit facility and an average unused line of credit balance of $144.4 million.

We recorded a net gain on marketable securities of $16.9 million for the three months ended December 31, 2025 compared to $2.4 million for the three months ended December 31, 2024 as a result of an increase in the market value of our holdings.

PROVISION FOR INCOME TAXES

We recorded income tax expense of $28.4 million for the three months ended December 31, 2025, compared to $20.0 million for the three months ended December 31, 2024, driven primarily by increased pretax income.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

Management's discussion and analysis of financial condition and results of operations is based on our Condensed Consolidated Financial Statements included in this Quarterly Report on Form 10-Q, which have been prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). The preparation of our Condensed Consolidated Financial Statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities known to exist as of the date of the Condensed Consolidated Financial Statements, and the reported amounts of revenues and expenses recognized during the periods presented. We review all significant estimates affecting our Condensed Consolidated Financial Statements on a recurring basis and record the effect of any necessary adjustments prior to their publication. Judgments and estimates are based on our beliefs and assumptions derived from information available at the time such judgments and estimates are made. Uncertainties with respect to such estimates and assumptions are inherent in the preparation of financial statements. There can be no assurance that actual results will not differ from those estimates. For a discussion of our significant accounting policies, please see our Annual Report on Form 10-K for the fiscal year ended September 30, 2025. Some of the more significant estimates include revenue recognition and business combinations.

There have been no significant changes to our accounting policies as disclosed in our Annual Report on Form 10-K for the fiscal year ended September 30, 2025.

REMAINING PERFORMANCE OBLIGATIONS AND BACKLOG

Remaining performance obligations represent the unrecognized revenue value of our contractual commitments. While backlog is not a defined term under GAAP, it is a common measurement used in our industry, and we believe it improves our ability to forecast future results and identify operating trends that may not otherwise be apparent. Backlog is a measure of revenue that we expect to recognize from work that has yet to be performed on uncompleted contracts and from work that has been contracted but has not started, exclusive of short-term projects. While all of our backlog is supported by documentation from customers, backlog is not a guarantee of future revenues, as contractual commitments may change and our performance may vary. Not all of our work is performed under contracts included in backlog; for example, most of the apparatus repair work that is completed by our Infrastructure Solutions segment is performed under master service agreements on an as-needed basis. Additionally, electrical, plumbing and HVAC installation services for single-family housing at our Residential segment are completed on a short-term basis and are therefore excluded from backlog. In our Communications segment, we have a significant amount of shorter duration projects that can be substantially completed within a quarter. The table below summarizes our remaining performance obligations and backlog (in thousands):

	December 31, 2025	September 30, 2025	June 30, 2025	March 31, 2025
Remaining performance obligations	$ 1,809,131	$ 1,686,583	$ 1,295,207	$ 1,225,985
Agreements without an enforceable obligation (1)	792,769	687,207	771,593	586,724
Backlog	$ 2,601,900	$ 2,373,790	$ 2,066,800	$ 1,812,709

(1) Our backlog contains signed agreements and letters of intent, which we do not have a legal right to enforce prior to work starting. These arrangements are excluded from remaining performance obligations until work begins.

WORKING CAPITAL

During the three months ended December 31, 2025, working capital exclusive of cash, cash equivalents and restricted cash increased by $80.5 million from September 30, 2025, reflecting a $62.7 million increase in current assets excluding cash and a $17.8 million decrease in current liabilities during the period.

During the three months ended December 31, 2025, our current assets exclusive of cash, cash equivalents and restricted cash increased to $1,021.0 million, as compared to $958.3 million as of September 30, 2025. The increase was primarily driven by a $65.3 million increase in marketable securities, as a portion of our excess cash was invested in trading securities. In addition, costs and estimated earnings in excess of billings increased by $16.6 million, driven by the timing of contract billings. These increases were partly offset by a $23.2 million decrease in accounts receivable including retainage due to the timing of customer billings and project execution at the end of the period.

During the three months ended December 31, 2025, our total current liabilities decreased by $17.8 million to $615.6 million, compared to $633.4 million as of September 30, 2025, primarily driven by a $53.7 million decrease in accounts payable and accrued expenses as a result of the timing of certain large payments, partly offset by a $35.9 million increase in billings in excess of costs and estimated earnings, driven by the timing of contract billings.

Surety

We believe the bonding capacity provided by our sureties is adequate for our current operations and will be adequate for our operations for the foreseeable future. As of December 31, 2025, the estimated cost to complete our bonded projects was approximately $183.8 million.

LIQUIDITY AND CAPITAL RESOURCES

The Revolving Credit Facility

We are a party to the Fourth Amended and Restated Credit Agreement (the “Amended Credit Agreement”), which provides for a revolving line of credit of $300 million, maturing on January 21, 2030.

Under the Amended Credit Agreement, the Company is subject to certain financial covenants including a maximum Consolidated Total Leverage Ratio (as defined in the Amended Credit Agreement) of 3.00 to 1.00 and a minimum Consolidated Interest Coverage Ratio (as defined in the Amended Credit Agreement) of 3.00 to 1.00. As of December 31, 2025, the Company was in compliance with the financial covenants under the Amended Credit Agreement.

Amounts outstanding bear interest at a rate equal to either (1) the Base Rate (which is the greater of the Federal Funds Rate (as defined in the Amended Credit Agreement) and the Prime Rate (as defined in the Amended Credit Agreement)), (2) the Daily Simple SOFR (as defined in the Amended Credit Agreement) or (3) Term SOFR (as defined in the Amended Credit Agreement), plus, in each case, an interest rate margin, which is determined quarterly based on our Consolidated Total Leverage Ratio, in accordance with the following thresholds:

Pricing Level	Consolidated Total Leverage Ratio	Interest Margin applicable to Daily Simple SOFR/Term SOFR	Interest Margin applicable to Base Rate
I	Greater than or equal to 2.50 to 1.00	2.25 percentage points	1.25 percentage points
II	Greater than or equal to 1.75 to 1.00, but less than 2.50 to 1.00	2.00 percentage points	1.00 percentage points
III	Greater than or equal to 1.00 to 1.00, but less than 1.75 to 1.00	1.75 percentage points	0.75 percentage points
IV	Less than 1.00 to 1.00	1.50 percentage points	0.50 percentage points

In addition, we are charged monthly in arrears an unused commitment fee of 0.25% to 0.35% per annum on any unused portion of the revolving credit facility based on the Company's Consolidated Total Leverage Ratio.

The Amended Credit Agreement restricts certain types of transactions when the Company’s Consolidated Total Leverage Ratio, after giving pro forma effect thereto, exceeds 2.75 to 1.00. The Amended Credit Agreement continues to contain other customary affirmative and negative covenants as well as events of default.

Under the Amended Credit Agreement, if in the future our Consolidated Total Leverage Ratio is greater than 3.00:1.00, or our Consolidated Interest Coverage Ratio is less than 3.00:1.00, or if we otherwise fail to perform or otherwise comply with certain of our covenants or other agreements under the Amended Credit Agreement, it would result in an event of default under the Amended Credit Agreement, which could result in some or all of our then-outstanding indebtedness becoming immediately due and payable.

At December 31, 2025, we had $11.3 million in outstanding letters of credit and no outstanding borrowings under our revolving credit facility.

Operating Activities

Our cash flow from operations is not only influenced by cyclicality, demand for our services, operating margins and the type of services we provide, but can also be influenced by working capital needs such as the timing of our receivable collections. Working capital needs are generally lower during our fiscal first and second quarters due to the seasonality that we experience in many regions of the country; however, a seasonal decline in working capital may be offset by needs associated with higher growth or acquisitions. Currently, our working capital needs are higher than they have been historically, as a result of growth of our business and elevated commodity prices.

Net cash provided by operating activities was $27.7 million during the three months ended December 31, 2025, as compared to $37.3 million in the three months ended December 31, 2024. The decrease in operating cash flow resulted from an increase in cash used for working capital during the three months ended December 31, 2025 as compared with the three months ended December 31, 2024, partly offset by increased earnings in the three months ended December 31, 2025.

Investing Activities

Net cash used in investing activities was $46.2 million for the three months ended December 31, 2025, compared to $58.4 million used in investing activities in the three months ended December 31, 2024. During the three months ended December 31, 2025, we used $46.6 million for capital expenditures in support of the growth of our business. During the three months ended December 31, 2024, we paid $44.9 million to acquire a membership interest in Jett Texas Company LLC ("Jett"), an investment company, as part of the financing of Jett's investment in the CB&I storage solutions business. We also made capital expenditures of $13.2 million as we continued to purchase new assets instead of entering into new lease agreements at our Communications segment and made other capital expenditures to support the growth of our business.

Financing Activities

Net cash used in financing activities for the three months ended December 31, 2025 was $19.8 million, compared to $20.6 million for the three months ended December 31, 2024. Net cash used in financing activities for the three months ended December 31, 2025 included $17.7 million used to repurchase our common stock to satisfy statutory withholding requirements upon the vesting of employee stock compensation. Net cash used in financing activities for the three months ended December 31, 2024 included $15.7 million used to repurchase our common stock, including repurchases to satisfy statutory withholding requirements upon the vesting of employee stock compensation, and $4.0 million in distributions to noncontrolling interests under operating agreements in connection with certain acquisitions.

Stock Repurchase Program

On July 31, 2024, our Board authorized a stock repurchase program for the purchase from time to time of up to $200.0 million of the Company's common stock after the previous stock repurchase program was fully utilized. Share purchases are made for cash in open market transactions at prevailing market prices or in privately negotiated transactions or otherwise. The timing and amount of purchases under the program are determined based upon prevailing market conditions, our liquidity requirements, contractual restrictions and other factors. All or part of the repurchases may be implemented under a Rule 10b5-1 trading plan, which allows repurchases under pre-set terms at times when the Company might otherwise be prevented from purchasing under insider trading laws or because of self-imposed blackout periods. The program does not require the Company to purchase any specific number of shares and may be modified, suspended, reinstated, or terminated at any time at the Company's discretion and without notice. We made no repurchases of common stock in open market transactions during the three months ended December 31, 2025.

MATERIAL CASH REQUIREMENTS

From time to time, we may enter into firm purchase commitments for materials, such as copper or aluminum wire, which we expect to use in the ordinary course of business. These commitments are typically for terms of less than one year and require us to buy minimum quantities of materials at specific intervals at a fixed price over the term. As of December 31, 2025, we had firm commitments of $17.0 million outstanding under agreements to purchase materials in the next 12 months in the ordinary course of business. In January 2026, we funded our purchase of Gulf Island with a combination of borrowings on our revolving line of credit and cash on hand. There have been no other material changes in our material cash requirements from those disclosed in our Annual Report on Form 10-K for the fiscal year ended September 30, 2025. We expect that cash and cash equivalents, cash flow from operations and availability under our revolving credit facility will be sufficient to satisfy cash requirements during at least the next 12 months.

Item 3. ***Quantitative and Qualitative Disclosures About Market Risk***

Management is actively involved in monitoring exposure to market risk and continues to develop and utilize appropriate risk management techniques. Our exposure to significant market risks includes fluctuations in labor costs and commodity prices. We are also exposed to interest rate risk with respect to any debt obligations we may incur under our revolving credit facility. For additional information see *"Disclosure Regarding Forward-Looking Statements"* in Part I of this Quarterly Report on Form 10-Q and our risk factors in Part I, Item 1A. "*Risk Factors"* in our Annual Report on Form 10-K for the fiscal year ended September 30, 2025.

Commodity Risk

Our exposure to significant market risks includes fluctuations in commodity prices for, among other things, copper, aluminum, steel, electrical components, certain plastics and fuel. Commodity price risks may have an impact on our results of operations due to the fixed-price nature of many of our contracts. Over the long term, we expect to be able to pass along a portion of these costs to our customers, as market conditions in the industries we serve will allow.

Investment Risk

We are exposed to market price volatility for our investments in marketable securities which are carried at fair value measured using market prices, with gains and losses included under "Interest and other income (expense)" on our Condensed Consolidated Statements of Comprehensive Income. Changes in the market value of these investments could create volatility in our reported earnings from period to period, and a decline in value of our investments could have an adverse impact on our reported earnings. Changes in market value of these investments measured at fair value resulted in an unrealized gain of $17.0 million in the three months ended December 31, 2025. As of December 31, 2025, we had investments in marketable securities with a fair value of $169.9 million, and a 10% increase or decrease in the market value of these investments would cause a $17.0 million increase or decrease, respectively, to the carrying value of our investments in marketable securities and our pre-tax income. The hypothetical 10% increase or decrease does not represent the maximum extent to which the fair value of our investments could be affected by changes in market conditions. Our investments could decline in value by a far greater amount as a result of volatility in the equity markets and the concentrated nature of our investment portfolio.

Interest Rate Risk

Floating rate debt, where the interest rate fluctuates periodically, exposes us to short-term changes in market interest rates. Any borrowings under our revolving credit facility are structured on floating rate terms. We currently do not maintain any hedging contracts that would limit our exposure to variable rates of interest when we have outstanding borrowings under our revolving credit facility. The Amended Credit Agreement uses SOFR as the benchmark for establishing the interest rate charged on our borrowings. If SOFR were to increase, our interest payment obligations on any then-outstanding borrowings would increase, having a negative effect on our cash flow and financial condition. We had no borrowings outstanding under our revolving credit facility as of December 31, 2025.

Item 4. ***Controls and Procedures***

Changes in Internal Control Over Financial Reporting

There have been no changes in the Company's internal control over financial reporting (as such term is defined in Rules 13a-15 and 15d-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act")) during the fiscal quarter to which this report relates that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting. We are in the process of implementing a new enterprise resource planning ("ERP") system, which will replace and upgrade many of our existing financial systems and processes. The ERP system is designed to accurately maintain our financial records and provide timely information to management to be used in operating the business. The first phase was implemented in the quarter ended December 31, 2024 and the Company continued working toward the next phase of the implementation throughout fiscal 2025. Upon the first phase implementation, the Company updated its internal controls as appropriate. As the implementation activities take place, we will continue to monitor the impact of the implementation on our financial reporting business processes and evaluate each quarter whether there are changes that affect our internal control over financial reporting.

Disclosure Controls and Procedures

In accordance with Rules 13a-15 and 15d-15 of the Exchange Act, we carried out an evaluation, under the supervision and with the participation of management, including our Chief Executive Officer and our Chief Financial Officer, of the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of December 31, 2025, to provide reasonable assurance that information required to be disclosed in our reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms. Our disclosure controls and procedures include controls and procedures designed to ensure that information required to be disclosed in reports filed or submitted under the Exchange Act is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

PART II. OTHER INFORMATION

Item 1. ***Legal Proceedings***

For information regarding legal proceedings, see Note 12, “Commitments and Contingencies – Legal Matters” in the Notes to our Condensed Consolidated Financial Statements set forth in Part I, Item 1 of this Quarterly Report on Form 10-Q, which is incorporated herein by reference.

Item 1A. ***Risk Factors***

There have been no material changes to the risk factors disclosed under Part I, Item 1A. *“Risk Factors”* in our Annual Report on Form 10-K for the fiscal year ended September 30, 2025.

Item 2. ***Unregistered Sales of Equity Securities and Use of Proceeds***

Date	Total Number of Shares Purchased [1]	Average Price Paid Per Share	Total Number of Shares Purchased as Part of a Publicly Announced Plan	Maximum Dollar Value of Shares That May Yet Be Purchased Under the Publicly Announced Plan [2]
October 1, 2025 – October 31, 2025	50	$ 391.88	—	$ 167,950,925
November 1, 2025 – November 30, 2025	47,553	$ 371.19	—	$ 167,950,925
December 1, 2025 – December 31, 2025	—	$ —	—	$ 167,950,925
Total	47,603	$ 371.21	—	$ 167,950,925

(1) The total number of shares purchased includes shares of common stock repurchased from our employees to satisfy statutory tax withholding requirements upon vesting of certain stock awards under the Equity Incentive Plan.

(2) On July 31, 2024, the Board authorized a new stock repurchase program for the purchase of up to $200 million of the Company’s common stock from time to time.

Item 3. ***Defaults Upon Senior Securities***

None.

Item 4. ***Mine Safety Disclosures***

None.

Item 5. ***Other Information***

Rule 10b5-1 Trading Arrangements

From time to time, members of the Company's Board of Directors and officers of the Company may enter into Rule 10b5-1 trading plans, which allow for the purchase or sale of common stock under pre-established terms at times when directors and officers might otherwise be prevented from trading under insider trading laws or because of self-imposed blackout periods. Such trading plans are intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act and comply with the Company's Insider Trading Policy. During the three months ended December 31, 2025, none of the Company's directors or officers adopted, modified or terminated a “Rule 10b5-1 trading arrangement” or a “non-Rule 10b5-1 trading arrangement” as each term is defined under Item 408 of Regulation S-K.

Item 6. *Exhibits*

Exhibit No.		Description
3.1	—	Second Amended and Restated Certificate of Incorporation of IES Holdings, Inc., as amended by the Certificate of Amendment thereto, effective May 24, 2016 (composite). (Incorporated by reference to Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q filed on August 8, 2016).
3.2	—	Amended and Restated Bylaws of IES Holdings, Inc., effective April 28, 2021. (Incorporated by reference to Exhibit 3.3 to the Company's Quarterly Report on Form 10-Q filed on April 30, 2021).
4.1	—	Specimen common stock certificate. (Incorporated by reference to Exhibit 4.1 to the Company's Annual Report on Form 10-K filed on December 9, 2016).
(1)10.1	—	Amendment No. 1 to Fourth Amended And Restated Credit Agreement, dated January 9, 2026, by and among the Company and each of the other borrowers and guarantors named therein with Wells Fargo Bank, National Association, as administrative agent, swingline lender and issuing lender, Wells Fargo Securities LLC and Fifth Third Bank National Association as joint lead arrangers and joint bookrunners and other financial institutions party thereto as lenders.
10.2	—	IES Holdings, Inc. 2026 Supplementary Short Term Incentive Plan. (Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed November 21, 2025).
31.1	—	Rule 13a-14(a)/15d-14(a) Certification of Matthew J. Simmes, President and Chief Executive Officer (1)
31.2	—	Rule 13a-14(a)/15d-14(a) Certification of Tracy A. McLauchlin, Senior Vice President, Chief Financial Officer and Treasurer (1)
32.1	—	Section 1350 Certification of Matthew J. Simmes, President and Chief Executive Officer (2)
32.2	—	Section 1350 Certification of Tracy A. McLauchlin, Senior Vice President, Chief Financial Officer and Treasurer (2)
101.INS		Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document (1)
101.SCH		XBRL Schema Document (1)
101.LAB		XBRL Label Linkbase Document (1)
101.PRE		XBRL Presentation Linkbase Document (1)
101.DEF		XBRL Definition Linkbase Document (1)
101.CAL		XBRL Calculation Linkbase Document (1)
104		Cover Page Interactive Data File - the cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document

(1) Filed herewith.
(2) Furnished herewith.
All exhibits not otherwise designated are incorporated by reference to a prior filing with the SEC as indicated.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on January 30, 2026.

IES HOLDINGS, INC.

By: /s/ TRACY A. MCLAUCHLIN

Tracy A. McLauchlin
Senior Vice President, Chief Financial Officer and Treasurer
(Principal Financial Officer and Authorized Signatory)

IM-#10930401

AMENDMENT NO. 1 TO
FOURTH AMENDED AND RESTATED CREDIT AGREEMENT

This AMENDMENT NO. 1 TO FOURTH AMENDED AND RESTATED CREDIT AGREEMENT ("Amendment") dated effective as of January 9, 2026 (the "Amendment No. 1 Effective Date"), is among IES Holdings, Inc., a Delaware corporation ("Holdings"), the subsidiaries of Holdings party hereto as Borrowers (together with Holdings, each a "Borrower" and collectively, the "Borrowers"), the subsidiaries of Holdings party hereto as Guarantors (together with Holdings, each a "Guarantor" and collectively, the "Guarantors"), the Lenders (as defined below) party hereto, and Wells Fargo Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent"), issuing lender and swingline lender (in such capacities, "Issuing Lender" and "Swingline Lender").

RECITALS

A. WHEREAS, the Borrower, the Administrative Agent, Wells Fargo Bank, National Association, as Issuing lender and as Swingline lender, and the financial institutions party thereto from time to time as lenders (collectively, the "Lenders"), are parties to that certain Fourth Amended Credit Agreement, dated as of January 21, 2025, (the "Existing Credit Agreement," and the Existing Credit Agreement as amended by this Amendment and as otherwise amended, restated, amended and restated or otherwise modified from time to time, the "Credit Agreement"; the defined terms of which are used herein unless otherwise defined herein).

B. WHEREAS, pursuant to that certain Agreement and Plan of Merger, dated as of November 7, 2025 (the "Merger Agreement"), by and among Holdings, Gulf Island Fabrication, Inc., a Louisiana corporation ("Gulf Island") and IES Merger Sub, LLC, a Louisiana limited liability company and indirect wholly owned subsidiary of Holdings ("Merger Sub"), Holdings (directly or indirectly through Merger Sub) has agreed to purchase each issued and outstanding share of Gulf Island's common stock (the "GIFI Acquisition"; and the date such GIFI Acquisition is completed, the "GIFI Acquisition Effective Date").

C. WHEREAS, pursuant to that certain Contract of Sale, dated as of October 7, 2025, by and between Houston G.P.I., Ltd., a Texas limited partnership, as seller, and IES Management LP, a Texas limited partnership ("IES Management"), as purchaser, IES Management has agreed to acquire the real property located at 2925 Briarpark Drive, Houston, Texas 77042 (the "Briarpark Property").

D. WHEREAS the parties hereto desire to amend the Credit Agreement to (i) amend and supplement certain schedules to the Credit Agreement upon completion of the GIFI Acquisition, (ii) preserve the Administrative Agent's right to later require the delivery of a Mortgage on the Briarpark Property, (iii) permit certain Subsidiary Guarantors to become Subsidiary Borrowers, (iv) permit certain subsidiaries of Holdings to be Subsidiary Guarantors and not Subsidiary Borrowers and (v) make certain other amendments to the Credit Agreement as set forth herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants, representations and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. **Defined Terms**. As used in this Amendment, each of the terms defined in the opening paragraph and the Recitals above shall have the meanings assigned to such terms therein. Each term defined in the Credit Agreement and used herein without definition shall have the meaning assigned to such term in the Credit Agreement, unless expressly provided to the contrary.

Section 2. **Other Definitional Provisions**. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" as used in this Amendment shall be deemed to be followed by the phrase "without limitation". The word "will" as used in this Amendment shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in the Loan Documents), (b) any reference herein to any law shall be construed as referring to such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and assigns (subject to the restrictions contained in the Loan Documents), (d) the words "herein", "hereof" and "hereunder", and words of similar import as used in this Amendment, shall be construed to refer to this Amendment in its entirety and not to any particular provision hereof, (e) with respect to the determination of any time period, the word "from" as used in this Amendment means "from and including" and the word "to" means "to and including," and (f) any reference herein to Articles, Sections, Annexes, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Annexes, Exhibits and Schedules to, this Amendment. No provision of this Amendment or any other Loan Document shall be interpreted or construed against any Person solely because such Person or its legal representative drafted such provision.

Section 3. **Amendment No. 1 Effective Date Amendments to Credit Agreement**. Effective as of the Amendment No. 1 Effective Date, the Existing Credit Agreement is amended as follows:

(a) Section 1.1 (*Definitions*) of the Credit Agreement is hereby amended by adding the following new definitions in the correct alphabetical order:

"*"Amendment No. 1" means that certain Amendment No. 1 to Credit Agreement, dated as of the Amendment No. 1 Effective Date, among the Borrowers, the Guarantors, the Lenders party thereto, and the Administrative Agent, which amends this Agreement.*

"Amendment No. 1 Effective Date" means January 9, 2026.

"Outbound Investment Rules" means the regulations administered and enforced, together with any related public guidance issued, by the United States Treasury Department under U.S. Executive Order 14105 of August 9, 2023, or any similar law or regulation, and as codified at 31 C.F.R. § 850.101 et seq.

"United States Person" means any United States citizen, lawful permanent resident, entity organized under the laws of the United States or any jurisdiction within the United States, including any foreign branch of any such entity, or any person in the United States."

(b) Article VI (*Representations and Warranties of the Credit Parties)* of the Credit Agreement is hereby amended by adding a new Section 6.24 to the end thereof to read as follows:

(c) "*Section 6.24* ***Outbound Investment Rules****. No Credit Party nor any Subsidiary of any Credit Party is a "covered foreign person" as that term is used in the Outbound Investment Rules. No Credit Party nor any Subsidiary of any Credit Party currently engages, or has any present intention to engage in the future, directly or indirectly, in (i) a "covered activity" or a "covered transaction", as each such term is defined in the Outbound Investment Rules, (ii) any activity or transaction that would constitute a "covered activity" or a "covered transaction", as each such term is defined in the Outbound Investment Rules, if such Credit Party were a United States Person or (iii) any other activity that would cause the*

Administrative Agent or any other Lender to be in violation of the Outbound Investment Rules from performing under this Agreement."

(d) Section 7.14(a) (*Additional Subsidiaries*) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(e) "*(a) Additional Subsidiaries. Promptly notify the Administrative Agent of (i) the creation or acquisition (including by division) of a Person that becomes a Subsidiary (other than an Excluded Subsidiary), (ii) any Domestic Subsidiary that is an Excluded Subsidiary failing to constitute an Excluded Subsidiary, and (iii) Holdings' desire to designate a Subsidiary Guarantor that is not a Borrower as a Borrower, and within thirty (30) days after such event (as such time period may be extended by the Administrative Agent in its sole discretion) cause such Subsidiary to (A) become a Subsidiary Guarantor or a Subsidiary Borrower by delivering to the Administrative Agent a duly executed Joinder Agreement or such other document as the Administrative Agent shall deem appropriate for such purpose, (B) grant a security interest in all Collateral (subject to the exceptions specified in the Collateral Agreement) owned by such Subsidiary by delivering to the Administrative Agent a duly executed joinder and/or supplement to each applicable Security Document or such other document as the Administrative Agent shall deem appropriate for such purpose and comply with the terms of each applicable Security Document, (C) deliver to the Administrative Agent such opinions, documents and certificates of the type referred to in Section 5.1 as may be reasonably requested by the Administrative Agent, (D) if such Equity Interests are certificated, deliver to the Administrative Agent such original certificated Equity Interests or other certificates and stock or other transfer powers evidencing the Equity Interests of such Person, (E) deliver to the Administrative Agent such updated Schedules to the Security Documents as requested by the Administrative Agent with respect to such Subsidiary, and (F) deliver to the Administrative Agent such other documents as may be reasonably requested by the Administrative Agent, including, if applicable, such additional items required to be delivered pursuant to Section 7.2(g) in order for a Person to become a Borrower, all in form, content and scope reasonably satisfactory to the Administrative Agent.*"

(f) Section 7.14(d) (*Real Property Collateral*) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

(g) *"(d) Real Property Collateral. (i) Promptly after the acquisition of any Material Real Property (or after any owned real property becomes Material Real Property) by any Credit Party that is not subject to a Mortgage (and, in any event, within thirty (30) days after such acquisition or event, as such time period may be extended by the Administrative Agent in its sole discretion), notify the Administrative Agent and (ii) if requested by the Administrative Agent, promptly thereafter (and in any event, within sixty (60) days of such acquisition or event, as such time period may be extended by the Administrative Agent, or as such requirement may be waived by the Administrative Agent, in each case in its sole discretion (it being understood that any such waiver may be temporary in nature)), deliver to the Administrative Agent (A) a Mortgage duly executed and delivered by the record owner of such Material Real Property (together with UCC fixture filings, if requested by the Administrative Agent), and (B) customary legal opinions and evidence of organizational approval in form and substance reasonably satisfactory to the Administrative Agent with respect to the mortgagor of such Mortgage and the enforceability and perfection of such Mortgage, and (iii) if a request for a Mortgage is made by the Administrative Agent under the preceding clause (ii), prior to the delivery of such Mortgage, promptly deliver (A) to each Lender a completed "Life-of-Loan" Federal Emergency Management Agency Standard Flood Hazard Determination with respect to each such Material Real Property* *(together with a notice about special flood hazard area status and flood disaster assistance, which, if applicable, shall be duly executed by the applicable Credit Party relating to such Material Real Property), and (B) if any such Material Real Property is located in an area determined by the Federal Emergency Management Agency to have special flood hazards, to each Lender evidence of such flood insurance as may be required under applicable Law, including Regulation H of the FRB and the other Flood Insurance Laws and as required under* Section 7.6*.”*

(h) Article VIII (*Negative Covenants)* of the Credit Agreement is hereby amended by adding a new Section 8.18 to the end thereof to read as follows:

(i) “*Section 8.18* ***Outbound Investment Rules****. (a) Be or become a "covered foreign person", as that term is defined in the Outbound Investment Rules, or (b) engage, directly or indirectly, in (i) a "covered activity" or a "covered transaction", as each such term is defined in the Outbound Investment Rules, (ii) any activity or transaction that would constitute a "covered activity" or a "covered transaction", as each such term is defined in the Outbound Investment Rules, if such Credit Party were a United States Person or (iii) any other activity that would cause the Administrative Agent or any other Lender to be in violation of the Outbound Investment Rules or cause the Administrative Agent or any other Lender to be legally prohibited by the Outbound Investment Rules from performing under this Agreement.*”

(j) Section 11.1(a) (*Notices Generally*) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“*(a)* Notices Generally*. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile as follows:*

If to the Borrowers (including the Administrative Borrower):

c/o IES Holdings, Inc.
13131 Dairy Ashford Road Suite 500
Sugar Land, Texas 77478
Attention: Tracy McLauchlin and Mary Newman
Email: tracy.mclauchlin@ies-co.com
mary.newman@ies-co.com

with courtesy copies to (which shall not constitute Notice for purposes of this Section 11*):*

Dinsmore & Shohl LLP
255 East Fifth Street, Suite 1900
Cincinnati, Ohio 45202
Attn: Michael Dailey, Esq.

Fax No.: (513) 977-8141
Email: michael.dailey@dinsmore.com

If to Wells Fargo, as Administrative Agent:

Wells Fargo Bank, National Association
MAC D1109-019
1525 West W.T. Harris Blvd.
Charlotte, NC 28262
Attention of: Syndication Agency Services
Telephone No.: (704) 590-2706
Facsimile No.: (844) 879-5899
Email: Agencyservices.requests@wellsfargo.com

With copies to:

Wells Fargo Bank, National Association
MAC T0318-060
21 Waterway Ave., 6th Floor
The Woodlands, TX 77380
Attention of: Benita V. Reyes
Telephone No.: (713) 319-1332
E-mail: Benita.V.Reyes@wellsfargo.com

If to any Lender:

To the address of such Lender set forth on the Register with respect to deliveries of notices and other documentation that may contain material non-public information.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).”

(k) Exhibit C (*Form of Joinder Agreement*) to the Credit Agreement is hereby amended and restated and replaced in its entirety with Exhibit C attached hereto.

Section 4. **GIFI Acquisition Effective Date Amendments to the Credit Agreement.** Effective as of the GIFI Acquisition Effective Date, the Existing Credit Agreement is further amended as follows:

(a) Section 1.1 (*Definitions*) of the Credit Agreement is hereby amended by amending and restating the following defined terms in their entirety as follows:

"*“Bonded Contract” means the contracts listed on Schedule 1.1(a) as of the Amendment No. 1 Effective Date, and any future contract in respect of which any Surety Bond is issued on behalf of any Credit Party and for which Administrative Agent has received written notice of such Surety Bond from the Administrative Borrower.*"

(b) Section 1.1 (*Definitions*) of the Credit Agreement is hereby amended by adding the following new definitions in the correct alphabetical order:

"*"GIFI Entities" means Gulf Island Fabrication, Inc., Gulf Island Works, LLC, Gulf Island, L.L.C., Gulf Island Services, L.L.C., ENGlobal Automation, LLC, ENGlobal Government Services, Inc., Gulf Island Shipyards, LLC, Gulf Island Fabrication Holdings, LLC, Gulf Marine Fabricators General Partner, L.L.C., Gulf Marine Fabricators Limited Partner, L.L.C., Gulf Island Resources, L.L.C., GIFI Properties, L.L.C., Gulf Marine Fabricators, L.P., Gulf Island EPC, LLC.*

"GIFI Markel Indemnity" means that certain General Agreement of Indemnity, dated as of September 2, 2021, by and among certain of the GIFI Entities and Markel.

"GIFI Travelers Indemnity" means that certain General Agreement of Indemnity, dated as of October 4, 2021, by and among certain of the GIFI Entities and Travelers.

"Markel" means Markel Insurance Company, SureTec Insurance Company, any Affiliates thereof writing bonds for which the GIFI Markel Indemnity is consideration, any co-sureties and reinsurers, and any respective successors and permitted assigns of any of the foregoing.

"Travelers" means Travelers Casualty and Surety Company of America, any of its Affiliates, and any respective successors and permitted assigns of the any of the foregoing."

(c) Section 8.2 (*Liens*) of the Credit Agreement is hereby amended by deleting the word "and" at the end of clause (q), replacing the "." at the end of clause (r) with ", and", and adding a new clause (s) to the end thereof to read as follows:

"*(s) only until the 60th day following the Amendment No. 1 Effective Date (as such time period may be extended by the Administrative Agent in its sole discretion), Liens in favor of (i) Markel, solely to the extent securing reimbursement obligations under the Surety Bonds described in the GIFI Markel Indemnity and encumbering only the assets of the GIFI Entities that are subject to such liens pursuant to the GIFI Markel Indemnity as of the Amendment No. 1 Effective Date and (ii) Travelers, solely to the extent securing reimbursement obligations under the Surety Bonds described in the GIFI Travelers Indemnity and encumbering only the assets of the GIFI Entities that are subject to such liens pursuant to the GIFI Travelers Indemnity as of the Amendment No. 1 Effective Date.*"

(d) Schedule 1.1(a) (*Surety Bonds; Bonded Contracts*) to the Credit Agreement is hereby amended and restated and replaced in its entirety with Schedule 1.1(a) attached hereto.

(e) Schedule 6.8 (*Environmental Matters*) to the Credit Agreement is hereby amended and restated and replaced in its entirety with Schedule 6.8 attached hereto.

Section 5. **Representations and Warranties**. Each Credit Party hereby represents and warrants, as of the date hereof, that:

(a) immediately after giving effect to this Amendment, the representations and warranties contained in the Credit Agreement and the representations and warranties contained in each of the other Loan Documents are true and correct in all material respects (except to the extent any such representations and warranties are already qualified by materiality, Material Adverse Effect or a similar qualification, in which case such representations and warranties shall be true and correct in all respects) on and as of the date hereof, as though made on and as of such date (except for any such representation and warranty that by its terms is made only as of an earlier date, which representation and warranty shall remain true and correct in all material respects as of such earlier date, except to the extent any such representations and warranties are already qualified by materiality, Material Adverse Effect or a similar qualification, in which case such representations and warranties shall be true and correct in all respects as of such earlier date);

(b) immediately after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing;

(c) the execution, delivery and performance of this Amendment by each Credit Party are within its corporate, partnership, or limited liability company power and authority, as applicable, and have been duly authorized by all necessary corporate, partnership, or limited liability company action, as applicable;

(d) this Amendment constitutes the legal, valid and binding obligation of each Credit Party enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law;

(e) there are no consents, licenses and approvals required from any Governmental Authority or any third Person in connection with the execution, delivery, performance, validity and enforceability of this Amendment; and

(f) no action, suit, investigation or other proceeding by or before any arbitrator or any Governmental Authority is threatened or pending and no preliminary or permanent injunction or order by a state or federal court has been entered in connection with this Amendment or any other Loan Document.

Section 6. **Conditions to Amendment No. 1 Effective Date**. This Amendment shall become effective on the Amendment No. 1 Effective Date and enforceable against the parties hereto upon the occurrence of the following conditions which may occur prior to or concurrently with the closing of this Amendment:

(a) This Amendment. The Administrative Agent shall have received this Amendment executed by duly authorized officers of each Credit Party, the Administrative Agent, and the Lenders constituting the Required Lenders.

(b) Fees and Expenses. Holdings shall have paid all reasonable and documented fees and expenses due and payable under the Loan Documents, including the fees and expenses of the Administrative Agent's outside legal counsel payable in accordance with Section 11.3 of the Credit Agreement pursuant to all invoices presented for payment prior to the Amendment No. 1 Effective Date.

(c) Representations and Warranties. Each of the representations and warranties set forth in Section 5 above are true and correct.

(d) No Default. Immediately after giving effect to this Amendment, no Default or Event of Default has occurred and is continuing.

(e) Joinder of IES Shared Services, Inc.. The Administrative Agent shall have received a Joinder Agreement acceptable to the Administrative Agent in its sole discretion with respect to IES Shared Services, Inc., a Delaware corporation (the "Shared Services Joinder") pursuant to which such Subsidiary Guarantor becomes a Borrower under the Credit Agreement.

Section 7. **Acknowledgments and Agreements.**

(a) Each Credit Party acknowledges that, on the date hereof, all outstanding Indebtedness is payable in accordance with its terms, and each Credit Party waives any defense, offset, counterclaim or recoupment (other than a defense of payment or performance) with respect thereto.

(b) Each Credit Party, the Administrative Agent, and each Lender party hereto do hereby adopt, ratify, and confirm the Existing Credit Agreement, as amended by this Amendment, and acknowledge and agree that the Existing Credit Agreement, as so amended, is and remains in full force and effect, and acknowledge and agree that their respective liabilities and obligations under the Existing Credit Agreement, as so amended, the Guaranty Agreement, the Security Documents and the other Loan Documents are not impaired in any respect by this Amendment.

(c) Nothing herein shall constitute a waiver or relinquishment of (i) any Default or Event of Default under any of the Loan Documents, as amended hereby, (ii) any of the agreements, terms or conditions contained in any of the Loan Documents, as amended hereby, (iii) any rights or remedies of the Administrative Agent or any Lender with respect to the Loan Documents, or (iv) the rights of the Administrative Agent, the Issuing Lender, or any Lender to collect the full amounts owing to them under the Loan Documents.

(d) From and after the Amendment No. 1 Effective Date, all references to the Existing Credit Agreement shall mean the Existing Credit Agreement, as amended by Section 3 of this Amendment. From and after the GIFI Acquisition Effective Date, all references to the Existing Credit Agreement shall mean the Existing Credit Agreement, as amended by Section 3 and Section 4 of this Amendment. This Amendment is a Loan Document for the purposes of the provisions of the other Loan Documents.

(e) Holdings shall deliver to the Administrative Agent, on or prior to January 31, 2026 (or such later date as extended by the Administrative Agent in its sole discretion) a customary opinion of counsel regarding the Shared Services Joinder as Administrative Agent or its counsel may reasonably request, and which is otherwise in form and substance reasonably satisfactory to Administrative Agent.

(f) **The parties hereto acknowledge and agree that the amendments to the Existing Credit Agreement effected under Section 4 above shall go into effect immediately upon the completion of the GIFI Acquisition and the occurrence of the GIFI Acquisition Effective Date. In the event Holdings or any other party thereto terminates the Merger Agreement or the GIFI Acquisition is not completed on or prior to January 31, 2026 (or such later date as extended by the Administrative Agent in its sole discretion), then the amendments to the Credit Agreement set forth in Section 4 shall not take effect and Section 4 shall be null and void in its entirety and of no further force and effect.**

Section 8. **Reaffirmation of Security Documents.** Each Credit Party hereby (a) reaffirms the terms of its obligations (and the security interests granted by it) under each Security Document to which it is a party, and agrees that each such Security Document will continue in full force and effect to secure the Indebtedness as the same may be amended, extended, supplemented, or otherwise modified from time to time, and (b) acknowledges, represents, warrants and agrees that the Liens and security interests granted by it pursuant to the Security Documents are valid, enforceable and subsisting and create a security interest to secure the Indebtedness.

Section 9. **Reaffirmation of the Guaranty Agreement.** Without in any way limiting the generality of Section 8 hereof, Guarantor hereby ratifies, confirms, acknowledges and agrees that its obligations under the Guaranty Agreement are in full force and effect and that such Guarantor continues to unconditionally and irrevocably guarantee the full and punctual payment, when due, whether at stated maturity or earlier by acceleration or otherwise, all of the Indebtedness, as such Indebtedness may have been amended, extended or modified by this Amendment, and its execution and delivery of this Amendment does not indicate or establish an approval or consent requirement by such Guarantor under the Guaranty Agreement, in connection with the execution and delivery of amendments, consents or waivers to the Credit Agreement or any of the other Loan Documents.

Section 10. **Counterparts.** This Amendment may be signed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Amendment by facsimile or by e-mail "PDF" copy shall be effective as delivery of a manually executed counterpart of this Amendment.

Section 11. **Successors and Assigns.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted pursuant to the Credit Agreement.

Section 12. **Invalidity.** In the event that any one or more of the provisions contained in this Amendment shall be held invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

Section 13. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 14. **Entire Agreement. THIS WRITTEN AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

BORROWERS AND GUARANTORS:

IES HOLDINGS, INC.

By: __________
Tracy McLauchlin
Senior Vice President, Chief Financial Officer, and Treasurer

IES COMMERCIAL, INC.
IES RESIDENTIAL, INC.
IES SUBSIDIARY HOLDINGS, INC.
MAGNETECH INDUSTRIAL SERVICES, INC.
TECHNIBUS, INC.
WEDLAKE FABRICATING, INC.
GREINER INDUSTRIES, INC.
SOUTHERN INDUSTRIAL SALES AND SERVICES, INC.
AERIAL LIGHTING & ELECTRIC, INC.
K.E.P. ELECTRIC, INC.

By: __________
Tracy McLauchlin
Authorized Representative

INTEGRATED ELECTRICAL FINANCE, INC.

By: __________
Tracy McLauchlin
Senior Vice President and Treasurer

IES INFRASTRUCTURE SOLUTIONS, LLC
By: IES HOLDINGS, INC., its Sole Member

By: __________
Tracy McLauchlin
Senior Vice President, Chief Financial Officer, and Treasurer

FREEMAN ENCLOSURE SYSTEMS, LLC
By: IES INFRASTRUCTURE SOLUTIONS, LLC, its Sole Member
By: IES HOLDINGS, INC., its Sole Member

By: __________
Tracy McLauchlin
Senior Vice President, Chief Financial Officer, and Treasurer

CALUMET ARMATURE AND ELECTRIC, L.L.C.
By: MAGNETECH INDUSTRIAL SERVICES, INC., its Sole Member

By: __________
Tracy McLauchlin
Authorized Representative

IES INVESTMENTS, LLC
IES OK RE, LLC
IES FL RE, LLC
IES PA RE, LLC
IES SC RE, LLC
By: IES MANAGEMENT LP, its Sole Member
By: INTEGRATED ELECTRICAL FINANCE, INC., its General Partner

By: __________
Tracy McLauchlin
Senior Vice President and Treasurer

IES COMMUNICATIONS, LLC
By: IES COMMERCIAL, INC., its Sole Member

By: __________
Tracy McLauchlin
Authorized Representative

NEXT ELECTRIC, LLC
By: IES COMMERCIAL, INC., its Managing Member

By: __________
Tracy McLauchlin
Authorized Representative

BAYONET PLUMBING, HEATING & AIR-CONDITIONING, LLC
By: IES RESIDENTIAL, INC., its Sole Member

By: __________
Tracy McLauchlin
Authorized Representative

HOTCHKISS ALARMS, LLC
EDMONSON ELECTRIC, LLC
By: IES RESIDENTIAL, INC., its Sole Member

By: __________
Tracy McLauchlin
Authorized Representative

FOUR POINT DYNAMICS, LLC
By: IES COMMUNICATIONS, LLC, its Sole Member
By: IES COMMERCIAL, INC., its Sole Member

By: __________
Tracy McLauchlin
Authorized Representative

PLANT POWER AND CONTROL SYSTEMS, L.L.C.
IES ENCLOSURE SOLUTIONS AND SERVICES, LLC
By: IES INFRASTRUCTURE SOLUTIONS, LLC, its Sole Member
By: IES HOLDINGS, INC., its Sole Member

By: __________
Tracy McLauchlin
Senior Vice President, Chief Financial Officer, and Treasurer

IES MANAGEMENT LP
By: INTEGRATED ELECTRICAL FINANCE, INC., its General Partner

By: __________
Tracy McLauchlin
Senior Vice President and Treasurer

IES MANAGEMENT ROO, LP
By: IES OPERATIONS GROUP, INC.,
its General Partner

By: __________
Tracy McLauchlin
Senior Vice President and Treasurer

ARROW ENGINE COMPANY

By: __________
Tracy McLauchlin
Vice President, CFO & Treasurer

WISCONSIN HEAVY FABRICATION, LLC
By: IES INFRASTRUCTURE SOLUTIONS, LLC, its Sole Member
By: IES HOLDINGS, INC., its Sole Member

By: __________
Tracy McLauchlin
Senior Vice President and Treasurer

GUARANTORS:

IES CONSOLIDATION, LLC
By: IES HOLDINGS, INC., its Sole Member

By: __________
Tracy McLauchlin
Senior Vice President, Chief Financial Officer, and Treasurer

ICS HOLDINGS LLC
By: IES OPERATIONS GROUP, INC., its Sole Member

By: __________
Tracy McLauchlin
Senior Vice President and Treasurer

IES SHARED SERVICES, INC.
KEY ELECTRICAL SUPPLY, INC.

By: __________
Tracy McLauchlin
Authorized Representative

IES OPERATIONS GROUP, INC.

By: __________
Tracy McLauchlin
Senior Vice President and Treasurer

LENDERS:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent and a Lender

By:
Bennita V. Reyes
Executive Director

FIFTH THIRD BANK, NATIONAL ASSOCIATION, as a Lender

By:
Brandon Vermillion
Vice President

[Signature Page to Amendment No. 1 to Fourth Amended and Restated Credit Agreement
IES Holdings, Inc.]

BOKF, NA, dba BANK OF TEXAS, as a Lender

By:
Christine D. Butler
Senior Vice President

[Signature Page to Amendment No. 1 to Fourth Amended and Restated Credit Agreement
IES Holdings, Inc.]

ZIONS BANCORPORATION dba AMEGY BANK, as a Lender

By:
Cameron Brown
Senior Vice President

COMERICA BANK, as a Lender

By:
Alex Farrell
Vice President

TEXAS CAPITAL BANK, as a Lender

By:
Leila Aloi
Managing Director

[Signature Page to Amendment No. 1 to Fourth Amended and Restated Credit Agreement
IES Holdings, Inc.]

EXHIBIT C

FORM OF JOINDER AGREEMENT

This JOINDER AGREEMENT (this "Agreement") is entered into as of __________, 20__, by and among ___________, a ________ ("New Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), as administrative agent (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Fourth Amended and Restated Credit Agreement, dated as of January 21, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the lenders party thereto from time to time (each of such lenders, together with its successor and permitted assigns, a "Lender"), IES Holdings, Inc., a Delaware corporation ("Holdings"), the subsidiaries of Holdings party thereto (together with New Borrower, Holdings, and those additional Persons that are or have been joined as a "borrower" to the Credit Agreement by executing a Joinder Agreement substantially in the form of Exhibit C to the Credit Agreement, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the Administrative Agent, and Wells Fargo in its capacity as an issuing lender (in such capacity, an "Issuing Lender") and as a swingline lender (in such capacity, the "Swingline Lender"), the Lenders, Issuing Lender and Swingline Lender have agreed to make or issue Loans, Letters of Credit and other certain financial accommodations thereunder;

WHEREAS, initially capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement;

WHEREAS, pursuant to that certain Intercompany Subordination Agreement, dated as of January 21, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercompany Subordination Agreement"), by and among each Credit Party and each of its Subsidiaries listed on the signature pages thereto (the "Intercompany Parties" and, each, an "Intercompany Party") and Administrative Agent, each Intercompany Party has agreed to the subordination of indebtedness of each other Intercompany Party owed to such Intercompany Party on the terms set forth therein;

WHEREAS, pursuant to certain Fee Letters (as defined in the Credit Agreement), the Borrowers have agreed to pay certain fees on the terms set forth therein;

WHEREAS, New Borrower is required to become a party to the Credit Agreement by, among other things, executing and delivering this Agreement to Administrative Agent; and

WHEREAS, New Borrower has determined that the execution, delivery and performance of this Agreement directly benefit, and are within the corporate purposes and in the best interests of, New Borrower, by virtue of the financial accommodations available to New Borrower from time to time pursuant to the terms and conditions of the Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto hereby agrees as follow:

1. Joinder of New Borrower to the Credit Agreement. By its execution of this Agreement, New Borrower hereby (a) agrees that from and after the date of this Agreement it shall be a party to the Credit Agreement as a "Borrower" and shall be bound by all of the terms, conditions, covenants, agreements and obligations set forth in the Credit Agreement, (b) accepts joint and several liability for the Obligations pursuant to the terms of the Loan Documents, and (c) confirms that, after giving effect to the supplement to the Schedules to the Credit Agreement provided in Section 2 below, the representations and warranties contained in Article VI of the Credit Agreement are true and correct as they relate to New Borrower as of the date this Agreement. New Borrower hereby agrees that each reference to a

"Borrower" or the "Borrowers" in the Credit Agreement and the other Loan Documents shall include New Borrower. New Borrower acknowledges that it has received a copy of the Credit Agreement and the other Loan Documents and that it has read and understands the terms thereof.

2. Updated Schedules. Attached as Exhibit A hereto is an updated copy of Schedule 6.1 to the Credit Agreement revised to include all information required to be provided therein including information with respect to New Borrower. Such Schedule shall be attached to the Credit Agreement, and on and after the date hereof all references in any Loan Document to Schedule 6.1 to the Credit Agreement shall mean Schedule 6.1 as so amended; provided, that any use of the term "as of the date hereof" or any term of similar import, in any provision of the Credit Agreement relating to New Borrower or any of the information in Schedule 6.1 amended hereby, shall be deemed to refer to the date of this Agreement.

3. Joinder of New Borrower to the Intercompany Subordination Agreement. By its execution of this Agreement, New Borrower hereby (a) agrees that from and after the date of this Agreement it shall be an "Affiliate Creditor" under the Intercompany Subordination Agreement as if it were a signatory thereto and shall be bound by all of the provisions thereof, and (b) agrees that it shall comply with and be subject to all the terms, conditions, covenants, agreements and obligations set forth in the Intercompany Subordination Agreement. New Borrower hereby agrees that each reference to an "Affiliate Creditor" or the "Affiliate Creditors" in the Intercompany Subordination Agreement shall include New Borrower. New Borrower acknowledges that it has received a copy of the Intercompany Subordination Agreement and that it has read and understands the terms thereof.

4. Joinder of New Borrower to Fee Letters. By its execution of this Agreement, New Borrower hereby (a) agrees that from and after the date of this Agreement it shall be a "Borrower" party to the Fee Letters as if it were a signatory thereto and shall be bound by all of the provisions thereof, and (b) agrees that it shall comply with and be subject to all of the terms, conditions, covenants, agreements and obligations set forth in the Fee Letters applicable to Borrowers. New Borrower hereby agrees that each reference to "Borrower" or "Borrowers" in the Fee Letters shall include New Borrower. New Borrower acknowledges that it has received a copy of each Fee Letter and that it has read and understands the terms thereof.

5. Representations and Warranties of New Borrower. New Borrower hereby represents and warrants to Administrative Agent for the benefit of the Secured Parties:

(a) It (i) is duly organized and existing and in good standing under the laws of the jurisdiction of its organization, (ii) is qualified to do business in any state where the failure to be so qualified could reasonably be expected to result in a Material Adverse Effect, and (iii) has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, to enter into this Agreement and the other Loan Documents to which it is made a party and to carry out the transactions contemplated hereby and thereby.

(b) The execution, delivery, and performance by it of this Agreement and any other Loan Document to which New Borrower is made a party (i) have been duly authorized by all necessary action on the part of New Borrower and (ii) do not and will not (A) violate any material provision of federal, state, or local law or regulation applicable to New Borrower or its Subsidiaries, the Organizational Documents of New Borrower or its Subsidiaries, or any order, judgment, or decree of any court or other Governmental Authority binding on New Borrower or its Subsidiaries, (B) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any material agreement of New Borrower or its Subsidiaries where any such conflict, breach or default could individually or in the aggregate reasonably be expected to have a Material Adverse Effect, (C) result in or require the creation or imposition of any Lien of any nature whatsoever upon any assets of New Borrower, other than Permitted Liens, (D) require any approval of New Borrower's interest holders or any approval or consent of any Person under any material agreement of New Borrower, other than consents or approvals that have been obtained and that are still in force and effect and except, in the case of material agreements, for consents or approvals, the failure to obtain could not individually or in the aggregate reasonably be expected to cause a Material Adverse Effect, or (E) require any registration with, consent, or approval of, or notice to or other action with or by, any Governmental Authority, other than registrations, consents, approvals, notices, or other actions that have been obtained and that are still in force and effect, and except for filings and recordings with respect to the Collateral to be made, or otherwise delivered to Administrative Agent for filing or recordation.

(c) This Agreement and each Loan Document to which New Borrower is a party is the legally valid and binding obligation of New Borrower, enforceable against New Borrower in accordance with its respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

(d) Each other representation and warranty applicable to New Borrower as a Borrower under the Loan Documents is true, correct and complete, in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date hereof, as though made on such date (except to the extent that such representations and warranties relate solely to an earlier date).

5. Additional Requirements. Concurrent with the execution and delivery of this Agreement, the Administrative Agent shall have received the following, each in form and substance satisfactory to Administrative Agent:

(a) Assumption Agreement to the Collateral Agreement, dated as of the date hereof, by and among New Borrower and Agent ("Assumption Agreement"), together with the original Equity Interest certificates, if any, representing all of the Equity Interests of the Subsidiaries of New Borrower required to be pledged under the Collateral Agreement and any original promissory notes of New Borrower, accompanied by undated Equity Interest powers/transfer forms executed in blank, and the same shall be in full force and effect;

(b) appropriate financing statement to be filed in the office of the _______ Secretary of State against New Borrower to perfect the Administrative Agent's Liens in and to the Collateral of New Borrower;

(c) a certificate from the Secretary of New Borrower, dated as of the date hereof, (i) attesting to the resolutions of New Borrower's [**Board of Directors**][**Managers**] authorizing its execution, delivery, and performance of this Agreement and the other Loan Documents to which New Borrower is or will become a party, (ii) authorizing officers of New Borrower to execute the same, and (iii) attesting to the incumbency and signatures of such specific officers of New Borrower;

(d) a certificate of status with respect to New Borrower, dated as of a recent date, such certificate to be issued by the appropriate officer of the jurisdiction of organization of New Borrower, which certificate shall indicate that New Borrower is in good standing in such jurisdiction;

(e) certificates of status with respect to New Borrower, dated as of a recent date, such certificates to be issued by the appropriate officer of the jurisdictions (other than the jurisdiction of organization of New Borrower) in which the failure to be duly qualified or licensed would constitute a Material Adverse Effect, which certificates shall indicate that New Borrower is in good standing in such jurisdictions;

(f) copies of New Borrower's Organizational Documents, as amended, modified or supplemented prior to the date hereof, certified by the Secretary of New Borrower;

(g) a customary opinion of counsel regarding such matters as to New Borrower as Administrative Agent or its counsel may reasonably request, and which is otherwise in form and substance reasonably satisfactory to Administrative Agent (it being understood that such opinion shall be limited to this Agreement, and the documents executed or delivered in connection herewith (including the financing statement filed against New Borrower)); and

(h) such other agreements, instruments, approvals or other documents requested by Agent prior to the date hereof in order to create, perfect and establish the first priority of, or otherwise protect, any Lien purported to be covered by any Loan Document or otherwise to effect the intent that New Borrower shall become bound by all of the terms, covenants and agreements contained in the Loan Documents and that, to the extent set forth in the Credit Agreement and the Collateral Agreement, all property and assets of New Borrower shall become Collateral for the Obligations.

6. Insurance Deliverables. Within thirty (30) days of the date hereof, the Administrative Agent shall have received evidence that New Borrower has been added to the Credit Parties' existing insurance policies required by Section 7.6 of the Credit Agreement

7. Further Assurances. At any time upon the reasonable request of Administrative Agent, New Borrower shall promptly execute and deliver to Administrative Agent such additional documents as Agent shall reasonably request pursuant to Section 7.l8 of the Credit Agreement and pursuant to the other Loan Documents, in each case in form and substance reasonably satisfactory to Agent.

8. Notices. Notices to New Borrower shall be given in the manner set forth for Borrowers in Section 11.1 of the Credit Agreement.

9. Choice of Law and Venue; Jury Trial Waiver; Judicial Reference. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 11.5 AND 11.6 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

10. Binding Effect. This Agreement shall be binding upon New Borrower, and the other Credit Parties and shall inure to the benefit of the Administrative Agent and the Secured Parties, together with their respective successors and permitted assigns.

11. Effect on Loan Documents.

(a) Except as contemplated to be supplemented hereby and pursuant to the terms of any other agreement joining the New Borrower as a party to any other Loan Documents, the Credit Agreement, the Fee Letters, the Intercompany Subordination Agreement and each other Loan Document shall continue to be, and shall remain, in full force and effect. Except as expressly contemplated hereby, this Agreement shall not be deemed (i) to be a waiver of, or consent to, or a modification or amendment of any other term or condition of the Credit Agreement, the Fee Letters, the Intercompany Subordination Agreement or any of the instruments or agreements referred to therein, as the same may be amended or modified from time to time.

(b) Each reference in the Credit Agreement and the other Loan Documents to "Borrower" or words of like import referring to a Borrower shall include and refer to New Borrower and (b) each reference in the Credit Agreement, any Fee Letter, Intercompany Subordination Agreement or any other Loan Document to this "Agreement", "hereunder", "herein", "hereof", "thereunder", "therein", "thereof", or words of like import referring to the Credit Agreement, any Fee Letter, Intercompany Subordination Agreement or any other Loan Document shall mean and refer to such agreement as supplemented by this Agreement.

12. Miscellaneous

(a) This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic image scan transmission (e.g., "PDF" or "tif" via email) shall be equally effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic image scan transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

(b) Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(c) Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Agreement.

(d) Neither this Agreement nor any uncertainty or ambiguity herein shall be construed against any Lender or New Borrower, whether under any rule of construction or otherwise. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

(e) The pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

(f) This Agreement shall be subject to the rules of construction set forth in Section 1.2 of the Credit Agreement, and such rules of construction are incorporated herein by this reference, *mutatis mutandis*.

IN WITNESS WHEREOF, New Borrower and Administrative Agent have caused this Agreement to be duly executed by its authorized officer as of the day and year first above written.

NEW BORROWER:	______________________________, a ____________________ By: Name: Title:
ADMINISTRATIVE AGENT:	**WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association By: Name: Title:

EXHIBIT A

Updated Schedule 6.1 to Credit Agreement

[Attached.]

SCHEDULE 1.1(a)

SURETY BONDS; BONDED CONTRACTS

[Attached.]

Schedule 1.1(b)

SCHEDULE 6.8

ENVIRONMENTAL MATTERS

(a)
None.

(b)
None.

(c)
None.

(d)
In connection with the purchase of real estate prior to the Closing Date, the Credit Parties have conducted due diligence with respect to the property, including obtaining a Phase I report with respect to the subject property. Such Phase I reports may have revealed that hazardous materials were generated, treated, stored or disposed of on the subject property prior to the Credit Party's purchase and occupancy, and in some instances such generation, treatment, storage or disposal may have been a violation of applicable Environmental Law. To each Credit Party's knowledge, there is no liability of any Credit Party for any such violation.

(e)
Gulf Island Shipyards, LLC is a defendant in the lawsuit ACBL Oldco, LLC et al v. Bunge Street Properties, et al (Case No. 2:25-cv-00941-DCJ-TPL, W.D. La.).

(f)
None.

Exhibit 31.1

CERTIFICATION

I, Matthew J. Simmes, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of IES Holdings, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

4. The Registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the Registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the Registrant’s internal control over financial reporting that occurred during the Registrant’s most recent fiscal quarter (the Registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant’s internal control over financial reporting; and

5. The Registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant’s auditors and the audit committee of the Registrant’s board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant’s ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant’s internal control over financial reporting.

Date: January 30, 2026

/s/ MATTHEW J. SIMMES

Matthew J. Simmes
President and Chief Executive Officer as Principal Executive Officer

Exhibit 31.2

CERTIFICATION

I, Tracy A. McLauchlin, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of IES Holdings, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;

4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and

5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: January 30, 2026

/s/ TRACY A. MCLAUCHLIN

Tracy A. McLauchlin
Senior Vice President, Chief Financial Officer and Treasurer
as Principal Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with this Quarterly Report of IES Holdings, Inc. (the “Company”) on Form 10-Q for the period ending December 31, 2025 (the “Report”), I, Matthew J. Simmes, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: January 30, 2026

By: /s/ MATTHEW J. SIMMES
Matthew J. Simmes
President and Chief Executive Officer as Principal Executive Officer

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with this Quarterly Report of IES Holdings, Inc. (the "Company") on Form 10-Q for the period ending December 31, 2025 (the "Report"), I, Tracy A. McLauchlin, Senior Vice President, Chief Financial Officer and Treasurer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: January 30, 2026

By: /s/ TRACY A. MCLAUCHLIN
Tracy A. McLauchlin
Senior Vice President, Chief Financial Officer and Treasurer
as Principal Financial Officer