

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

Current Report
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 10, 2013

Integrated Electrical Services, Inc.

(Exact name of registrant as specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-13783
(Commission
File Number)

76-0542208
(I.R.S. Employer
Identification Number)

5433 Westheimer Road, Suite 500, Houston, Texas 77056
(Address of Principal Executive Offices)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2 (b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4 (c))

Item 1.01. Entry into a Material Definitive Agreement.

On July 10, 2013, Integrated Electrical Services, Inc., a Delaware corporation ("IES" or the "Company"), MISCOR Group, Ltd., an Indiana corporation ("MISCOR"), and IES Subsidiary Holdings, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company ("Merger Sub"), entered into the First Amendment (the "Amendment") to that certain Agreement and Plan of Merger, dated March 13, 2013 (the "Merger Agreement"), pursuant to which MISCOR will be merged with and into Merger Sub, with Merger Sub surviving as a wholly-owned subsidiary of the Company (the "Merger").

Pursuant to the Amendment, (i) the Termination Date has been extended to October 31, 2013 and (ii) the default election provision has been amended to provide that any MISCOR shareholder who does not make a valid election with respect to all or any portion of his or her shares of MISCOR common stock will be deemed to have elected to receive Stock Consideration for such shares for which a valid election has not been made only in the event that the Parent Common Stock Value (as defined in the Merger Agreement) is equal to or greater than \$4.024. In the event that the Parent Common Stock Value is less than \$4.024, MISCOR shareholders will be deemed to have elected to receive Cash Consideration for such shares for which a valid election has not been made. All other terms of the Merger Agreement remain unchanged.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, which is filed as Exhibit 2.1 hereto and is incorporated by reference into this Item 1.01, and the Merger Agreement, which is filed as Exhibit 2.1 to Company's Current Report on Form 8-K filed with the Securities and Exchange Commission (the "SEC") on March 13, 2013.

Important Information for Investors and Security Holders

This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval. In connection with the proposed Merger, the Company has filed with the SEC a Registration Statement on Form S-4 that includes a joint proxy statement of the Company and MISCOR that also constitutes a prospectus of the Company regarding the proposed transaction. INVESTORS AND SECURITY HOLDERS OF THE COMPANY AND MISCOR ARE URGED TO CAREFULLY READ THE JOINT PROXY STATEMENT/PROSPECTUS AND OTHER DOCUMENTS THAT MAY BE FILED WITH THE SEC WHEN THEY BECOME AVAILABLE BECAUSE THEY CONTAIN IMPORTANT INFORMATION REGARDING THE COMPANY, MISCOR AND THE PROPOSED TRANSACTION. A definitive joint proxy statement/prospectus will be sent to security holders of the Company and MISCOR seeking their approval of the proposed transaction. Investors and security holders may obtain a free copy of the proxy statement/prospectus (when available) and other documents filed by the Company and MISCOR with the SEC at the SEC's web site at www.sec.gov. You may also read and copy any reports, statements or other information filed with the SEC at the SEC public reference room at 100 F Street N.E., Room 1580, Washington, D.C. 20549. Please call the SEC at (800) 732-0330 or visit the SEC's website for additional information on its public reference room.

The joint proxy statement/prospectus and such other documents (relating to the Company) may also be obtained from the Company for free (when available) from the Company's web site at www.ies-corporate.com or by directing a request to: Integrated Electrical Services, Inc., 5433 Westheimer Road, Suite 500, Houston, Texas 77056, Attention: Investor Relations, or by phone at (713) 860-1500. The joint proxy statement/prospectus and such other documents (relating to MISCOR) may also be obtained from MISCOR for free (when available) from MISCOR's web site at www.miscor.com or by directing a request to: MISCOR Group, Ltd., 800 Nave Rd., SE, Massillon, Ohio 44646, Attention: Investor Relations, or by phone at (330) 830-3500. Information on these websites or any other website is not incorporated by reference herein.

Participants in the Solicitation

IES, its directors, executive officers and certain members of management and employees may be considered "participants in the solicitation" of proxies from IES' stockholders in connection with the proposed transaction. Information regarding such persons and a description of their interests in the proposed transaction is contained in the joint proxy statement/prospectus filed with the SEC.

MISCOR, its directors, executive officers and certain members of management and employees may be considered "participants in the solicitation" of proxies from MISCOR's stockholders in connection with the proposed transaction. Information regarding such persons and a description of their interests in the proposed transaction is contained in the joint proxy statement/prospectus filed with the SEC.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
Exhibit 2.1	First Amendment to Agreement and Plan of Merger, dated as of July 10, 2013, by and among, Integrated Electrical Services, Inc., MISCOR Group, Ltd. and IES Subsidiary Holdings, Inc.

SIGNATURES

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

INTEGRATED ELECTRICAL SERVICES, INC.

/s/ Gail D. Makode

Gail D. Makode

Senior Vice President and General Counsel

Date: July 10, 2013

EXHIBIT INDEX

Exhibit Number

Description

Exhibit 2.1

First Amendment to Agreement and Plan of Merger, dated as of July 10, 2013, by and among, Integrated Electrical Services, Inc., MISCOR Group, Ltd. and IES Subsidiary Holdings, Inc.

FIRST AMENDMENT TO AGREEMENT AND PLAN OF MERGER

This First Amendment to the Agreement and Plan of Merger (this "Amendment") dated as of July 10, 2013 is by and among Integrated Electrical Services, Inc., a Delaware corporation ("Parent"), IES Subsidiary Holdings, Inc., a Delaware corporation and a direct, wholly-owned subsidiary of Parent ("Merger Sub"), and MISCOR Group, Ltd., an Indiana corporation (the "Company").

RECITALS

WHEREAS, Parent, Merger Sub and the Company (collectively, the "Parties") entered into that certain Agreement and Plan of Merger (the "Merger Agreement") dated as of March 13, 2013, providing for, among other things, the merger of Company with and into the Merger Sub with the Merger Sub continuing as the surviving corporation; and

WHEREAS, the Parties desire to amend the Merger Agreement as provided herein; and

WHEREAS, Section 8.2 of the Merger Agreement requires all parties to the Merger Agreement to sign any instrument that amends the Merger Agreement.

NOW, THEREFORE, for and in consideration of the recitals and the mutual covenants and agreements set forth herein and in the Merger Agreement, the Parties agree as follows:

AGREEMENT

1. **Definitions.** Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Merger Agreement.
2. **Termination Date.** The definition of "Termination Date" in Section 1.1 of the Merger Agreement is hereby deleted in its entirety and replaced with the following:
"Termination Date" means October 31, 2013 or such later date to which the "Termination Date" shall be extended pursuant to Section 5.5."
3. **Election.** The last two sentences of Section 2.5(b) of the Merger Agreement are hereby deleted in their entirety and replaced with the following:
"Any holder of Non-Election Shares shall be deemed to have made an election to receive the Parent Stock Consideration; provided, however, that if the Parent Common Stock Value is less than \$4.024 then any holder of Non-Election Shares shall be deemed to have made an election to receive Cash Consideration and such Non-Election Shares shall be deemed to be Cash Election Shares. Parent and the Company may agree to extend such deadline to such other date as is agreed to by Parent and the Company, and the Company and Parent shall make a public announcement of such new Election Deadline, if any."

4. **Effect on the Merger Agreement.**

(a) On and after the date hereof, each reference in the Merger Agreement to “this Agreement,” “herein,” “hereby,” “hereunder” and “hereof,” and words of similar import shall mean and be a reference to the Merger Agreement as amended hereby. References in the Merger Agreement to the “date hereof” or the “date of this Agreement” shall be deemed to refer to March 13, 2013.

(b) Except as specifically amended by this Amendment, the Merger Agreement shall remain in full force and effect and the Merger Agreement, as amended by this Amendment, is hereby ratified and confirmed in all respects.

4. **Applicable Law.** This Amendment shall be governed in all respects, including validity, interpretation and effect, by the Laws of the State of Delaware (including the Laws of Delaware with respect to statutes of limitation and statutes of repose).

5. **Headings.** The headings in this Amendment are for convenience only, do not constitute any part of this Amendment, and shall be disregarded in construing the language hereof.

6. **Severability.** The provisions of this Amendment will be severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any Party. Subject to the preceding sentence, any term or provision of this Amendment that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be deemed modified to the minimum extent necessary to make such term or provision valid and enforceable, provided that if such term or provision is incapable of being so modified, then such term or provision shall be deemed ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Amendment or affecting the validity or enforceability of any of the terms or provisions of this Amendment in any other jurisdiction. If any provision of this Amendment is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

7. **Counterparts.** This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties whether such delivery is by physical delivery or by means of a facsimile or portable document format (pdf) transmission, it being understood that all Parties need not sign the same counterpart.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives, on the date first written above.

Company:

MISCOR Group, Ltd., an Indiana corporation

By: /s/ Michael P. Moore
Name: Michael P. Moore
Title: President and Chief Executive Officer

Parent:

Integrated Electrical Services, Inc., a Delaware corporation

By: /s/ James M. Lindstrom
Name: James M. Lindstrom
Title: Chief Executive Officer

Merger Sub:

IES Subsidiary Holdings, Inc., a Delaware corporation

By: /s/ James M. Lindstrom
Name: James M. Lindstrom
Title: President