

Ameresco, Inc.
Form 8-K
July 07, 2011

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

**FORM 8-K
CURRENT REPORT**

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

Date of Report (Date of earliest event reported): June 30, 2011

Ameresco, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-34811
(Commission
File Number)

04-3512838
(IRS Employer
Identification No.)

111 Speen Street, Suite 410, Framingham, MA
(Address of Principal Executive Offices)

01701
(Zip Code)

Registrant's telephone number, including area code: **(508) 661-2200**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- 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))
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Section 1 Business and Operations

Item 1.01. Entry into a Material Definitive Agreement.

On June 30, 2011, Ameresco, Inc. (Ameresco) entered into a second amended and restated bank credit facility with [Bank of America, N.A. and Webster Bank, N.A., for whom Bank of America, N.A. acts as Administrative Agent. The new credit facility extends and expands Ameresco s prior existing credit facility, which expired in accordance with its terms on June 30, 2011. Ameresco expects to use the new credit facility for general corporate purposes of Ameresco and its subsidiaries, including permitted acquisitions, refinancing of existing indebtedness and working capital.

The credit facility consists of a \$60 million revolving credit facility and a \$40 million term loan. The revolving credit facility may be increased by up to an additional \$25 million at Ameresco s option if the existing or additional lenders are willing to make such increased commitments. Ameresco is the sole borrower under the credit facility. The obligations under the credit facility are guaranteed by certain of Ameresco s direct and indirect wholly owned domestic subsidiaries and are secured by a pledge of all of Ameresco s and the subsidiary guarantors assets. Ameresco did not draw on the revolving credit facility at closing.

The interest rate for the revolving credit facility is based on, at Ameresco s option, either (1) Bank of America s prime rate plus a margin of 0.25% or (2) the one-, two- three- or six-month London interbank deposit rate (LIBOR) plus a margin of 1.75%. The interest rate for the term loan is based on LIBOR plus a margin of 1.75%. A quarterly commitment fee of 0.375% is payable on the undrawn portion of the revolving credit facility.

The revolving credit facility does not require amortization of principal. The term loan requires quarterly principal payments of \$1,428,571.43, with the balance due at maturity. All borrowings may be paid before maturity in whole or in part at Ameresco s option without penalty or premium, other than reimbursement of any breakage and deployment costs in the case of LIBOR borrowings.

The credit facility limits Ameresco s and its subsidiaries ability to, among other things: incur additional indebtedness; incur liens or guarantee obligations; merge, liquidate or dispose of assets; make acquisitions or other investments; enter into hedging agreements; pay dividends and make other distributions and engage in transactions with affiliates, except in the ordinary course of business on an arms length basis.

Under the credit facility, Ameresco and its subsidiaries may not invest cash or property in, or loan to, Ameresco s core subsidiaries (as defined in the agreement) in aggregate amounts exceeding 49% of Ameresco s consolidated stockholders equity. In addition, under the credit facility, Ameresco and its subsidiaries must maintain the following financial covenants:

- minimum EBITDA (as defined in the agreement) of \$40 million on a rolling four-quarter basis; and

- a ratio of total funded debt (as defined in the agreement) to EBITDA of less than 2.0 to 1.0;

- maximum Energy Conservation Project financing debt (as defined in the agreement) of \$300 million; and

- a debt service coverage ratio (as defined in the agreement) of at least 1.5 to 1.0.

Any failure to comply with the financial or other covenants of the credit facility would not only prevent Ameresco from being able to borrow additional funds, but would constitute a default, permitting the lenders to, among other things, accelerate the amounts outstanding, including all accrued interest and unpaid fees, under the credit facility, to terminate the credit facility, and enforce liens against the collateral.

The credit facility also includes several other customary events of default, including a change in control of Ameresco, permitting the lenders to accelerate the indebtedness, terminate the credit facility, and enforce liens against the collateral.

The credit facility matures on June 30, 2016, when all amounts will be due and payable in full.

Other than Webster Bank, N.A., the lenders, agents and other parties to the Second Amended and Restate Credit and Security Agreement (the Credit Agreement), and their affiliates, have in the past provided, and may in the future provide, investment

banking, underwriting, lending, commercial banking, capital markets and other advisory services to Ameresco, Inc. or its subsidiaries; they have received, and may in the future receive, customary compensation from Ameresco, Inc. or its subsidiaries for such services.

The foregoing description of the Credit Agreement is qualified in its entirety by reference to the full text of the Credit Agreement, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Section 2 Financial Information

Item 2.03. Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement.

The discussion in Item 1.01 is incorporated herein by reference.

Section 9 Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The exhibit listed on the Exhibit Index immediately preceding such exhibit are filed as part of this Current Report on Form 8-K.

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.

AMERESCO, INC.

Date: July 7, 2011

By: /s/ Andrew B. Spence
Andrew B. Spence
Vice President and Chief Financial
Officer

EXHIBIT INDEX

| Exhibit No. | Description |
|-------------|--|
| 10.1 | Second Amended and Restated Credit and Security Agreement dated as of June 30, 2011 among Ameresco, Inc., certain guarantors party thereto, certain lenders party thereto from time to time and Bank of America, N.A. as Administrative Agent. |