

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): March 30, 2026

**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)

1701  
(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))

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

Title of Each Class	Trading Symbol	Name of exchange on which registered
Class A Common Stock, par value \$0.0001 per share	AMRC	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

### **Item 1.01. Entry into a Material Definitive Agreement**

On March 30, 2026, Ameresco, Inc. ("Ameresco" or the "Company") entered into Amendment No. 2 ("Amendment No. 2") to the Sixth Amended and Restated Credit Agreement (the "Senior Secured Loan Agreement") by and among the Company, Bank of America, N.A., as administrative agent, the lenders party thereto, BOFA Securities, Inc., KeyBanc National Association and Cooperative Robobank U.S., as joint lead arrangers and joint bookrunners, and Webster Bank N.A. as documentation agent.

The Senior Secured Loan Agreement, provided for a \$225 million revolving credit facility ("Revolver"), maturing on December 28, 2028; and a \$100 million term loan A ("Term Loan") of which \$95 million was outstanding prior to the Closing of Amendment No.2, maturing on December 28, 2028. Pursuant to Amendment No. 2, the Term Loan was increased by \$45 million to a total of \$140 million, and pursuant to the Amendment No.2 the Term Loan requires quarterly principal payments of \$1.25 million starting March 31, 2025 and \$1.81 million starting June 30, 2026 with the balance due at maturity. All other material terms of the Senior Secured Loan Agreement remained unchanged. Most of the proceeds of the incremental term loan were used to repay the outstanding balance under the the Revolver and immediately following the closing, \$140 million was outstanding under the increased Term Loan.

The obligations under the Senior Secured Loan Agreement continue to be guaranteed by certain of the Company's direct and indirect wholly owned domestic subsidiaries and to be secured by a pledge of all of the Company's and such subsidiary guarantors' assets (other than the equity interests of certain subsidiaries and assets held in subsidiaries that are non-core companies (as defined in the Senior Secured Loan Agreement)). In connection with Amendment No. 2, the Company paid customary arrangement and lender fees and related expenses.

The foregoing description is qualified in its entirety by reference to the Senior Secured Loan Agreement filed as Exhibit 10.1 to the Company's Current Report on Form 8-K on January 23, 2025 and Amendment No. 2, which is filed as Exhibit 10.1 to this Current Report on Form 8-K, both of which are incorporated herein by reference.

### **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.

### **Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

Effective April 1, 2026, the Board of Directors of the Company appointed Ms. Nicole A. Bulgarino and Mr. Louis P. Maltezos to serve as Co-Presidents of the Company and Mr. Peter Christakis to serve and Chief Operating Officer of the Company. With these appointments, Mr. Sakellaris will effective April 1, 2026 step down as President of Ameresco, Inc. continuing to report to the Company's Board of Directors as Chief Executive Officer of the Company and to serve as the Chairman of the Board.

In her role as Co-President, Ms. Bulgarino will continue to oversee the Company's data centers and large energy infrastructure projects with advanced power solutions, while continuing to guide the company's Federal Solutions business. Ms. Bulgarino has been with the Company since 2004, including most recently serving as President - Federal Solutions and Utility Infrastructure and prior to that serving in various management capacities in the Company's federal solutions business.

In his role as Co-President, Mr. Maltezos will also oversee the Company's non-federal project and Smart Building Solutions businesses and Canadian operations. Mr. Maltezos has been with the Company since 2004, including most recently serving as President - Central and Western USA and Canada Region and prior to that serving in various management capacities in the Company's projects, smart building solutions and Canada businesses.

In his role as Chief Operating Officer, Mr. Christakis will oversee procurement, health & safety and the Company's U.S. solar and battery operations and European operations. Mr. Christakis has been with the Company since 2000, including most recently serving as President - East USA, Greece and Project Risk and prior to that that serving in various management capacities in the Company's European, projects and solar businesses.

There are no arrangements or understandings between either of the Co-Presidents or the Chief Operating Officer and any other persons pursuant to which they were appointed to their respective positions, and there are no related-party transactions required to be disclosed pursuant to Item 404(a) of Regulation S-K.

### **Item 7.01. Regulation FD**

On March 31, 2026, the Company issued a press release announcing the appointments described in item 5.02 hereof. A copy of the press release is furnished hereto as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

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The information in Item 7.01 of this Current Report on Form 8-K, including the press release incorporated herein by reference, is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act, or otherwise subject to the liabilities of that section, and it shall not be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or under the Exchange Act, whether made before or after the date hereof, except as expressly set forth by specific reference in such filing to this Item 7.01 of this Current Report on Form 8-K.]

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits

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

EXHIBIT INDEX

Exhibit No.	Description
10.1	<a href="#">Second Amendment dated March 30, 2026 to Sixth Amended and Restated Credit Agreement dated as of January 23, 2025 among Ameresco, Inc., certain of its subsidiaries, the lenders (as defined therein), and Bank of America, N.A. as administrative agent.</a>
99.1	<a href="#">Press Release dated March 31, 2026</a>

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SIGNATURE

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

March 31, 2026

AMERESCO, INC.

By: /s/ Mark A. Chiplock

Mark A. Chiplock

Executive Vice President, Chief Financial Officer

Deal CUSIP #: 02361MAL4  
Revolver CUSIP #: 02361MAM2  
Term Loan CUSIP #: 02361MAN0

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AMENDMENT NO. 2 TO SIXTH AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of March 30, 2026

Amending

SIXTH AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of January 23, 2025, as amended

among

AMERESCO, INC.,  
as the Borrower,

CERTAIN SUBSIDIARIES OF THE BORROWER PARTY HERETO,  
as the Guarantors,

BANK OF AMERICA, N.A.,  
as Administrative Agent, Swingline Lender and  
L/C Issuer,

and

THE LENDERS PARTY HERETO

BOFA SECURITIES, INC., KEYBANK NATIONAL ASSOCIATION  
and COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH,  
as Joint Lead Arrangers and Joint Bookrunners\*

WEBSTER BANK, N.A.  
as Documentation Agent\*

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\* Titles relate to the Term Commitment Increase

TABLE OF CONTENTS

1.	Capitalized Terms .....	1
2.	Increase Effective Date .....	1
3.	Amendments to Credit Agreement .....	1
4.	Confirmation of Guaranty by Guarantors .....	2
5.	Confirmation of Security Interests.....	2
6.	No Default; Representations and Warranties, etc .....	3
7.	Conditions to Effectiveness .....	3
8.	Miscellaneous .....	3

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**AMENDMENT NO. 2 TO SIXTH AMENDED AND RESTATED CREDIT  
AGREEMENT**

This AMENDMENT NO. 2 TO SIXTH AMENDED AND RESTATED CREDIT AGREEMENT is dated as of March 30, 2026 (this "Amendment"), among AMERESCO, INC. (the "Borrower"), the guarantors party hereto (the "Guarantors" and collectively with the Borrower, the "Loan Parties"), the lenders party hereto (the "Lenders"), and BANK OF AMERICA, N.A., as Administrative Agent (the "Administrative Agent").

WHEREAS, the Loan Parties, the Lenders, and the Administrative Agent are parties to that certain Sixth Amended and Restated Credit Agreement dated as of January 23, 2025, as amended by an Amendment No. 1 thereto dated as of February 4, 2025, between the Borrower, and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Borrower has requested that the Lenders provide an increase of up to \$45,000,000 in Term Commitments by a request dated March 17, 2026;

WHEREAS, the Lenders party hereto have delivered to the Administrative Agent commitments to increase their Term Commitments; and

WHEREAS, in accordance with Section 2.16(d) of the Credit Agreement, the Borrower and the Administrative Agent have determined the effective date and the allocations of the increase in Term Commitments;

NOW, THEREFORE, in consideration of the foregoing and the agreements contained herein, the parties agree that the Credit Agreement is hereby amended as follows:

1. Capitalized Terms. Except as otherwise expressly defined herein, all capitalized terms used herein which are defined in the Credit Agreement have the same meanings herein as therein, except to the extent that such meanings are amended hereby.

2. Increase Effective Date. The effective date of the increase in Term Commitments is March 30, 2026.

3. Amendments to Credit Agreement.

(a) Section 1.01 of the Credit Agreement is hereby amended as follows:

i. The definition of "Term Commitment" is hereby amended by adding the following additional sentence at the end: "The aggregate of the Term Commitments under the Term Facility of all the Term Lenders on the Term Increase Effective Date is \$140,000,000."

ii. The following defined term is hereby added in alphabetical order: "Term Increase Effective Date" means March 30, 2026.



(b) Section 2.07(a) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

(a) Term Loans. The Borrower shall repay to the Term Lenders the aggregate principal amount of all Term Loans outstanding in quarterly principal installments on the last Business Day of each quarter (A) commencing March 31, 2025, through March 31, 2026, in the amount of \$1,250,000, and (B) commencing June 30, 2026, in the amount of \$1,812,500 (which amount, in each case, shall be reduced as a result of the application of prepayments in accordance with the order of priority set forth in Section 2.05), unless accelerated sooner pursuant to Section 8.02; *provided, however*, that (i) the final principal repayment installment of the Term Loans shall be repaid on the Maturity Date for the Term Facility and in any event shall be in an amount equal to the aggregate principal amount of all Term Loans outstanding on such date, (ii) if any principal repayment installment to be made by the Borrower (other than principal repayment installments on Term SOFR Loans) shall come due on a day other than a Business Day, such principal repayment installment shall be due on the next succeeding Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be and (iii) if any principal repayment installment to be made by the Borrower on a Term SOFR Loan shall come due on a day other than a Business Day, such principal repayment installment shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such principal repayment installment into another calendar month, in which event such principal repayment installment shall be due on the immediately preceding Business Day.

(c) Schedule 1.01(b) of the Credit Agreement is hereby replaced with Schedule 1.01(b) attached hereto as of the Term Increase Effective Date.

4. Confirmation of Guaranty by Guarantors. Each Guarantor hereby confirms and agrees that all indebtedness, obligations or liabilities of the Borrower under the Credit Agreement as amended hereby, whether any such indebtedness, obligations and liabilities are now existing or hereafter arising, due or to become due, absolute or contingent, or direct or indirect, constitute “Guaranteed Obligations” under and as defined in the Credit Agreement and, subject to the limitation set forth in Section 10.01 of the Credit Agreement, are guaranteed by and entitled to the benefits of the Guaranty set forth in Article X of the Credit Agreement. Each Guarantor hereby ratifies and confirms the terms and provisions of such Guarantor’s Guaranty and agrees that all of such terms and provisions remain in full force and effect.

5. Confirmation of Security Interests. Each Loan Party hereby confirms and agrees that all indebtedness, obligations and liabilities of the Loan Parties under the Credit Agreement as amended hereby, whether any such indebtedness, obligations and liabilities are now existing or hereafter arising, due or to become due, absolute or contingent, or direct or indirect, constitute “Secured Obligations” under and as defined in the Credit Agreement and are secured by the Collateral and entitled to the benefits of the grant of security interests pursuant to the Security Agreement. The Loan Parties hereby ratify and confirm the terms and provisions of the Security Agreement and agree that, after giving effect to this Amendment, all of such terms and provisions remain in full force and effect.



6. No Default; Representations and Warranties, etc. The Loan Parties hereby confirm that, after giving effect to this Amendment, (i) the representations and warranties of the Loan Parties contained in Article V of the Credit Agreement and the other Loan Documents (A) that contain a materiality qualification are true and correct on and as of the date hereof as if made on such date (except to the extent that such representations and warranties expressly relate to an earlier date), and (B) that do not contain a materiality qualification are true and correct in all material respects on and as of the date hereof as if made on such date (except to the extent that such representations and warranties expressly relate to an earlier date), and (ii) no Default or Event of Default shall have occurred and be continuing. Each Loan Party hereby further represents and warrants that (a) the execution, delivery and performance by such Loan Party of this Amendment (i) have been duly authorized by all necessary action on the part of such Loan Party, (ii) will not violate any applicable law or regulation or the organizational documents of such Loan Party, (iii) will not violate or result in a default under any indenture, agreement or other instrument binding on such Loan Party or any of its assets that will have a Material Adverse Effect, and (iv) do not require any consent, waiver, approval, authorization or order of, or filing, registration or qualification with, any court or governmental authority or any Person (other than the Administrative Agent and the Lenders) which has not been made or obtained; and (b) it has duly executed and delivered this Amendment.

7. Conditions to Effectiveness. This Amendment shall become effective upon the receipt by the Administrative Agent of all of the following:

(a) counterparts of this Amendment duly executed by the Loan Parties, the Administrative Agent and all the Lenders or written evidence reasonably satisfactory to the Administrative Agent that such parties have signed a counterpart of this Amendment;

(b) such documents, certificates and legal opinions as the Administrative Agent may reasonably request relating to the organization, existence and good standing of each Loan Party, the authorization of the transactions contemplated hereby and any other legal matters relating to the Loan Parties, this Amendment or the other Loan Documents, all in form and substance reasonably satisfactory to the Administrative Agent;

(c) payment by the Borrower of the fees set forth in the Incremental Facility Fees letter dated March 17, 2026, from the Administrative Agent to the Borrower.

8. Miscellaneous.

(a) Except to the extent specifically amended hereby, the Credit Agreement, the Loan Documents and all related documents shall remain in full force and effect. This Amendment shall constitute a Loan Document. Whenever the terms or sections amended hereby shall be referred to in the Credit Agreement, Loan Documents or such other documents (whether directly or by incorporation into other defined terms), such defined terms shall be deemed to refer to those terms or sections as amended by this Amendment.

(b) This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one instrument. Delivery of an executed counterpart of a signature page of this Amendment by



facsimile transmission or electronic transmission (in .pdf format) will be effective as delivery of a manually executed counterpart hereof. This Amendment may be in the form of an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile and .pdf) and shall be considered an original, and shall have the same legal effect, validity and enforceability as a paper record. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Administrative Agent of a manually signed paper communication which has been converted into electronic form (such as scanned into .pdf format), or an electronically signed communication converted into another format, for transmission, delivery and/or retention. Notwithstanding anything contained herein to the contrary, the Administrative Agent is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Administrative Agent pursuant to procedures approved by it; *provided, further*, without limiting the foregoing, (a) to the extent the Administrative Agent has agreed to accept such Electronic Signature, the Administrative Agent shall be entitled to rely on any such Electronic Signature purportedly given by or on behalf of a Person without further verification and (b) upon the request of the Administrative Agent, any Electronic Signature shall be promptly followed by a manually executed, original counterpart.

(c) This Amendment shall be governed by the laws of the State of New York and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) The Borrower agrees to pay all reasonable expenses, including legal fees and disbursements, incurred by the Administrative Agent in connection with this Amendment and the transactions contemplated hereby.

[Signature Pages Follow]







AMERESCO ASSET SUSTAINABILITY GROUP  
LLC  
AMERESCO CT LLC  
AMERESCO DELAWARE ENERGY LLC  
AMERESCO EVANSVILLE, LLC  
AMERESCO HAWAII LLC  
AMERESCO INTELLIGENT SYSTEMS, LLC  
AMERESCO NAVY YARD PEAKER LLC  
AMERESCO PALMETTO LLC  
AMERESCO SOLAR, LLC  
AMERESCO SOLAR NEWBURYPORT LLC  
AMERESCO STAFFORD LLC  
SELDERA LLC  
SOLUTIONS HOLDINGS, LLC

By: Ameresco, Inc., its sole member

By:           /s/ Mark A. Chiplock            
Name: Mark A. Chiplock  
Title: Treasurer, Executive Vice President  
Chief Financial Officer

AMERESCO SOLAR – PRODUCTS LLC  
AMERESCO SOLAR – SOLUTIONS LLC  
AMERESCO SOLAR – TECHNOLOGIES LLC  
By: Ameresco Solar LLC, its sole member  
By: Ameresco, Inc., its sole member

By:           /s/ Mark A. Chiplock            
Name: Mark A. Chiplock  
Title: Treasurer, Executive Vice President  
and Chief Financial Officer



**ADMINISTRATIVE AGENT:**

BANK OF AMERICA, N.A.

By: /s/ Devarshi Ojha

Name: Devarshi Ojha  
Title: AVP



LENDER

BANK OF AMERICA, N.A.,  
as Lender, L/C Issuer, and Swing Line Lender

By:           /s/ Alexander H. Slemrod          

Name: Alexander H. Slemrod  
Title: Senior Vice President



KEYBANK NATIONAL ASSOCIATION

By: /s/ John Ruotolo

Name: John Ruotolo

Title: Vice President



COÖPERATIEVE RABOBANK U.A., NEW  
YORK BRANCH

By: /s/ Guus Hovius  
Name: Guus Hovius  
Title: Executive Director

By: /s/ Matthew Maye  
Name: Matthew Maye  
Title: Executive Director



WEBSTER BANK, N.A.

By: /s/Ann M. Mcade

Name: Ann M. Mcade

Title: Senior Managing Director



HSBC BANK USA, N.A.

By: /s/ Denise M. Wicklund  
Name: Denise M. Wicklund  
Title: Director





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## **Ameresco Announces Executive Appointments to Drive Growth and Strengthen Operations**

*Nicole Bulgarino and Lou Maltezos Named New Co-Presidents of Ameresco*

*Peter Christakis Named COO*

**FRAMINGHAM, MA – March 31, 2026** – Ameresco, Inc., (NYSE: AMRC), a leading energy infrastructure solutions provider, today announced a series of strategic organizational changes that underscore the company's commitment to strengthening its operations and accelerating its next phase of growth.

Effective April 1, 2026, Nicole Bulgarino and Lou Maltezos will be appointed Co-Presidents of Ameresco, and will co-lead the company alongside George Sakellaris, who will continue to serve as Chief Executive Officer and Chairman of the Board of Directors. In addition to her expanded Co-President role, Nicole will lead Ameresco's increasing work supporting data centers and large energy infrastructure projects with advanced power solutions, while continuing to guide the company's Federal Solutions business. In addition to his expanded co-President role, Lou will oversee the unified non-Federal project organization to strengthen alignment and scale across the company's operations, while continuing leadership of Smart Building Solutions and Ameresco Canada.

Together, these changes reflect Ameresco's forward-thinking approach to leadership continuity and succession planning, while positioning the company to capture expanding market opportunities through a unified strategy, greater consistency, and clear accountability across the business. The streamlined structure supports the optimized deployment of resources and expertise across Ameresco's portfolio, strengthening operational alignment and accelerating execution. It also enables thoughtful integration with a strong emphasis on people, continuity, and a shared culture, reinforcing the principles of One Ameresco as teams collaborate seamlessly and grow together.

To further enhance alignment and company-wide execution, Peter Christakis will be appointed Chief Operating Officer of Ameresco, supporting consistency across project execution and project risk management and reinforcing the company's focus on disciplined delivery as it continues to scale. Peter will also continue to oversee Procurement, Health & Safety, U.S. solar and battery operations, and the company's European operations, ensuring cohesive operational leadership across these critical functions.

"These appointments represent an exciting step forward as we elevate proven leaders and position Ameresco for the future," said George Sakellaris, Chief Executive Officer of Ameresco. "They reflect the strength of our internal talent, my confidence in this leadership team, and our commitment to building the capabilities required for what's next. I could not be more enthusiastic about Ameresco's future and the exciting opportunities ahead."

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#### About Ameresco, Inc.

Founded in 2000, Ameresco, Inc. (NYSE:AMRC) is a leading energy infrastructure solutions provider dedicated to helping customers reduce costs, enhance resilience, and decarbonize to net zero in the global energy transition. Our comprehensive portfolio includes implementing smart energy efficiency solutions, upgrading aging infrastructure, and developing, constructing, and operating distributed energy resources. As a trusted full-service partner, Ameresco shows the way by reducing energy use and delivering diversified generation solutions to Federal, state and local governments, utilities, data centers, educational and healthcare institutions, housing authorities, and commercial and industrial customers. Headquartered in Framingham, MA, Ameresco has more than 1,500 employees providing local expertise in North America and Europe. For more information, visit [www.ameresco.com](http://www.ameresco.com).