

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM 8-K**

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**CURRENT REPORT**

**PURSUANT TO SECTION 13 OR 15(D) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**Date of report (Date of earliest event reported) February 28, 2012**

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**Nexus Lighting, Inc.**

(Exact Name of Registrant as Specified in Its Charter)

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**Delaware**  
(State or Other Jurisdiction of Incorporation)

**0-23590**  
(Commission File Number)

**59-3046866**  
(IRS Employer Identification No.)

**124 Floyd Smith Drive, Suite 300,  
Charlotte, North Carolina**  
(Address of Principal Executive Offices)

**28262**  
(Zip Code)

**(704) 405-0416**  
(Registrant's Telephone Number, Including Area Code)

**N/A**  
(Former Name or Former Address, if Changed Since Last Report)

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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))

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

On February 28, 2012, Nexxus Lighting, Inc. (the “Company”) entered into amendments to convertible promissory notes dated December 21, 2009 (the “Notes”) with each of Michael J. Brown, a director of the Company, and XXL Investments, LLC, Bicknell Family Holding Company, LLC and Martin C. Bicknell. The Notes have an aggregate principal amount of \$2,400,000. The Notes originally provided for interest at 1% per annum, were to mature three years from the date of issuance and are convertible into 450,281 shares of the Company’s common stock at a fixed conversion price of \$5.33.

The Notes were amended to (i) provide for interest at the rate of 10% per annum from and after the date of the amendment and (ii) to extend the maturity date to June 30, 2013. Interest on the outstanding principal amount of the Notes will be due and payable on the maturity date.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

| <u>Exhibit No.</u> | <u>Description</u>  |
|--------------------|---|
| 10.1               | Form of Amendment to Convertible Promissory Notes between Nexxus Lighting, Inc. and each note holder dated February 28, 2012. |

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## 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.

March 5, 2012

**NEXXUS LIGHTING, INC.**

/s/ Gary R. Langford

Name: Gary R. Langford

Title: Chief Financial Officer

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## EXHIBIT INDEX

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|--------------------|--|
| 10.1               | Form of Amendment to Convertible Promissory Notes between Nexxus Lighting, Inc. and each note holder dated February 28, 2012 |

**FORM OF AMENDMENT****AMENDMENT TO CONVERTIBLE PROMISSORY NOTE**

This AMENDMENT TO CONVERTIBLE PROMISSORY NOTE (the "Agreement") is made and executed in Charlotte, North Carolina as of the 28th day of February, 2012, by and between \_\_\_\_\_ ("Lender") and **Nexus Lighting, Inc.**, a Delaware corporation ("Borrower").

**Background**

A. On December 21, 2009, Borrower executed and delivered to Lender a convertible promissory note (the "Promissory Note") in the principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

B. The Promissory Note was issued pursuant to that certain Preferred Stock Exchange Agreement dated as of October 29, 2009 (the "Exchange Agreement").

C. Lender and Borrower desire to enter into this Agreement to amend certain provisions of the Promissory Note.

**Agreement**

NOW, THEREFORE, in consideration of the reasons set forth above and the mutual promises and covenants contained in this Agreement and the Promissory Note, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Promissory Note.

2. Amendment to Promissory Note.

2.1 Section 1 of the Promissory Note is hereby amended in its entirety to read as follows:

"1. Maturity Date. This Note will mature, and be due and payable in full, on June 30, 2013 (the "Maturity Date")."

2.2 Section 2 of the Promissory Note is hereby amended in its entirety to read as follows:

"2. Interest. From and after the date of that certain Amendment to Convertible Promissory Note between Lender and Borrower, all outstanding principal of this Note will bear simple interest at the rate of ten percent (10%) per annum. Interest on the outstanding principal amount of this Note shall be due and payable on the Maturity Date."

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3. Exchange Agreement. To the extent that the provisions of the Promissory Note as amended by this Agreement conflict with any provisions of the Exchange Agreement, the provisions of the Promissory Note as amended by this Agreement shall control.

4. Miscellaneous.

4.1 The background paragraphs set forth above are incorporated herein and made a part hereof for all purposes.

4.2 Except as specifically amended hereby, the remaining terms and provisions of the Promissory Note shall not be affected by this Agreement and shall remain in full force and effect. The Promissory Note, as amended by this Agreement, is ratified and affirmed by Borrower and Lender in all respects.

4.3 This Agreement may be executed in any number of counterparts, each of which counterpart shall be deemed to be an original, and all such counterparts taken together shall constitute but one and the same instrument. The parties agree that signatures delivered via facsimile, electronic mail (including pdf) or other transmission method shall be deemed to have been duly and validly delivered, are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of original signatures.

4.5 The term Promissory Note as used in this Agreement, and all instruments and agreements executed thereunder, shall for all purposes refer to such instruments and agreements, respectively, as amended by this Agreement.

IN WITNESS WHEREOF, the Borrower and Lender have executed and delivered this Agreement as of the date first set forth above.

BORROWER:

NEXXUS LIGHTING, INC., a Delaware corporation

By: \_\_\_\_\_  
Print Name: Gary R. Langford  
Title: Chief Financial Officer

LENDER:

\_\_\_\_\_