

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): January 24, 2013

Revolution Lighting Technologies, Inc.

(Exact Name of Registrant as Specified in its Charter)

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 28262
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (704) 405-0416

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 240.14-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13-e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

On January 24, 2013, Michael A. Bauer, President and Chief Executive Officer of Revolution Lighting Technologies, Inc. (“Revolution” or the “Company”), and the Company mutually agreed that he would resign from his position as President and Chief Executive Officer of the Company effective as of the close of business on January 29, 2013. There were no disagreements between the Company and Mr. Bauer on any matter relating to the Company’s operations, policies or practices.

On January 25, 2013, the Company entered into a separation and general release agreement (the “Agreement”) with Mr. Bauer specifying the final terms of his departure from the Company. Set forth below is a description of the terms of the Agreement that Revolution deems to be material:

- The Company agreed to pay Mr. Bauer a separation payment in the aggregate amount of \$175,000 (less applicable withholdings and customary payroll deductions).
- The Company’s obligations set forth in the indemnification agreement between Mr. Bauer and the Company will survive the termination of Mr. Bauer’s employment with the Company as set forth in such agreement.

The Agreement also contains additional provisions which are customary for agreements of this type. These include confidentiality, non-solicitation and cooperation provisions, as well as a mutual release of claims.

The foregoing description of Mr. Bauer’s Agreement does not purport to be complete, and is qualified in its entirety by reference to the complete text of the Agreement, a copy of which is attached as an exhibit to this Current Report on Form 8-K.

Also on January 24, 2013, the Company announced that Charles J. Schafer, age 65, would serve as President of Revolution effective as of January 29, 2013 as well as Chief Financial Officer of Revolution following a transition period to be determined by the Chief Executive Officer of the Company. On January 29, 2013, the Board also appointed Mr. Schafer to serve as a member of the Board to fill the vacancy created by the expansion of the Board as described in Item 5.03 herein.

Mr. Schafer has worked as a consultant to various private equity and venture capital firms in the Aerospace and Defense market, and was formerly the Senior Vice President at L-3 Communications Holdings, Inc., where he also served as the President and Chief Operating Officer of the Products Group. Prior to that, Mr. Schafer was the President of Lockheed Martin's Tactical Defense Systems Division, a position he also held at Loral since September 1994. Prior to the April 1996 acquisition of Loral, Mr. Schafer held various executive positions with Loral, which he joined in 1984. He holds a Bachelor of Science degree from the New York Institute of Technology and a Master of Science degree from Columbia University Graduate School of Business.

In connection with his appointment, the Company agreed to provide Mr. Schafer with: (i) an annual base salary of \$200,000, (ii) a target annual bonus of fifty percent of his base salary, and (iii) a grant of 250,000 restricted shares which will vest ratably over three years, commencing with the date of Mr. Schafer's employment.

There are no family relationships between Mr. Schafer and any other executive officers or directors of Revolution. Mr. Schafer was not selected as President and Chief Financial Officer pursuant to any arrangement or understanding with any other person, and does not have any reportable transactions under Item 404(a) of Regulation S-K.

The press release related to this matter is furnished as an exhibit to this report.

In addition, on January 29, 2013, the Company appointed Robert V. LaPenta, Chairman of the Board of Directors of the Company, to serve as Chief Executive Officer of the Company effective as of January 29, 2013. Mr. LaPenta will not receive a salary in connection with his service as Chief Executive Officer.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Changes in Fiscal Year

On January 29, 2013 and effective as of the date thereof, the Company's Board repealed the Company's existing bylaws and approved new bylaws. The new bylaws added advance notice requirements for stockholders to propose director nominations or other business to be brought before an annual or special meeting of stockholders. These requirements include, among other things:

- advance notice to make a nomination or bring business before an annual meeting must be submitted not later than the ninetieth (90th) calendar day, nor earlier than the one hundred twentieth (120th) calendar day in advance of the date of the annual meeting (provided that the annual meeting is not advanced more than 30 days or delayed more than 60 days, in which case different deadlines will apply as set forth in Article I, Section 1(b) of the bylaws);

- a stockholder proponent must provide specified information about itself, its affiliates and associates, including the class and number of shares of stock owned, a description of any derivative instruments or similar agreements entered into with respect to such shares, any material interest the proponent has in the proposed business and a representation as to whether the proponent intends to deliver a proxy statement or form of proxy in support of the proposal or nomination; and
- additional information about a proposed director nominee must be provided, including information about such nominee that would be required to be disclosed in a proxy statement, information about such nominees' share ownership and an undertaking by the nominee to complete the Company's director and officer questionnaire and to serve if elected.

The foregoing requirements of the bylaws are intended as separate and distinct from the provisions of Rule 14a-8 under the Securities Exchange Act of 1934, as amended, governing the criteria for inclusion of a stockholder's proposal or nominee in the Company's proxy material. The requirements of the bylaws shall apply to any nomination or other business to be proposed by a stockholder whether or not the stockholder also seeks to avail himself or herself of Rule 14a-8.

Other features of the new bylaws that represent changes from the old bylaws include, among other things, (i) procedures for calling special meetings of stockholders and the Board have been updated and allow for electronic transmission of notice of meetings; (ii) the Board may provide that a meeting of stockholders will not be held at any place, but may instead be held solely by means of remote communication as authorized by the General Corporation Law of the State of Delaware; (iii) the Board may set the number of directors; (iv) the removal procedures for directors is described; and (v) the office of Chief Financial Officer and Treasurer is described.

The foregoing is a summary of the material changes introduced by the new bylaws. Investors should review the full text of those bylaws, which are attached hereto as Exhibit 3.1 and incorporated herein by reference, for more information.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
3.1	Amended and Restated Bylaws of Revolution Lighting Technologies, Inc.
10.1	Separation and General Release Agreement by and between Revolution Lighting Technologies, Inc. and Michael A. Bauer
99.1	Press Release dated January 24, 2013

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.

REVOLUTION LIGHTING TECHNOLOGIES, INC.

Date: January 30, 2013

By: /s/ Gary R. Langford

Gary R. Langford
Chief Financial Officer

BY-LAWS OF

(A Delaware Corporation)

REVOLUTION LIGHTING TECHNOLOGIES, INC.

ARTICLE I

Meetings of Stockholders

Section 1. Annual Meeting.

(a) The annual meeting of the stockholders of Revolution Lighting Technologies, Inc. (hereinafter called the "Corporation") for the election of Directors and for the transaction of such other business as may come before the meeting shall be held within 120 days of the Corporation's fiscal year-end., at such date and time as shall be designated by the Board of Directors of the Corporation (the hereinafter called the "Board" or the "Board of Directors"), the Chairman of the Board or the Chief Executive Officer, or, in the absence of a Chief Executive Officer, the President, or at such other date and time as the Board shall designate.

(b) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be: (A) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (B) otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (C) otherwise properly brought before the meeting by a stockholder. For business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a stockholder's notice must be received at the Corporation's principal executive offices not later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the first anniversary of the date that the Corporation's proxy statement was released to stockholders in connection with the previous year's annual meeting of stockholders, except that if no annual meeting was held in the previous year or the date of the annual meeting is more than 30 calendar days before or more than 60 days after such anniversary date, notice by the stockholders to be timely must be so delivered not earlier than the close of business on the 120th day prior to such annual meeting and not later than the close of business on the later of the 90th day prior to such annual meeting or the 10th day following the day on which the date of the annual meeting is publicly announced by the Corporation. "Public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "1934 Act"). A stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the annual meeting: (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and address, as they appear on the Corporation's books, of the stockholder proposing such business, (iii) (A) the class and number of shares of the Corporation which are beneficially owned by the stockholder, (B) a description of any agreement, arrangement or understanding, the effect of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of such stockholder or any of its affiliates or associates with respect to shares of stock of the Corporation (including, but not limited to, any derivative, synthetic or short positions, profit interests, options, warrants, convertible securities, stock appreciation rights, hedging transactions, and borrowed or loaned shares) directly or indirectly owned beneficially by such stockholder, the beneficial owner, if any, or any affiliates or associates or others acting in concert therewith and (C) any proportionate interest in shares of the Corporation or agreements, arrangements or understandings described in subsection (B) above held, directly or indirectly, by a general or limited partnership in which such stockholder is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership, (iv) any material interest of the stockholder in such business and (v) any other information that is required to be provided by the stockholder pursuant to Regulation 14A under the 1934 Act, in his capacity as a proponent to a stockholder proposal. Notwithstanding the foregoing, in order to include information with respect to a stockholder proposal in the Corporation's proxy statement and form of proxy for a stockholder's meeting, stockholders must provide notice as required by the regulations promulgated under the 1934 Act.

Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at any annual meeting except in accordance with the procedures set forth in this paragraph (b). The chairman of the annual meeting shall, if the facts warrant, determine and declare at the meeting that business was not properly brought before the meeting and in accordance with the provisions of this paragraph (b), and, if he should so determine, he shall so declare at the meeting that any such business not properly brought before the meeting shall not be transacted.

(c) Subject to any applicable provisions of the Certificate of Incorporation, only persons who are nominated in accordance with the procedures set forth in this paragraph (c) shall be eligible for election as Directors. Nominations of persons for election to the Board of Directors may be made at a meeting of stockholders by or at the direction of the Board of Directors or by any stockholder of the Corporation entitled to vote in the election of Directors at the meeting who complies with the notice procedures set forth in this paragraph (c). Such nominations, other than those made by or at the direction of the Board of Directors, shall be made pursuant to timely notice in writing to the Secretary of the Corporation in accordance with the provisions of paragraph (b) of this Article I, Section 1. Such stockholder's notice shall set forth (i) as to each person, if any, whom the stockholder proposes to nominate for election or re-election as a Director: (A) the name, age, business address and residence address of such person, (B) the principal occupation or employment of such person, (C) the class and number of shares of the Corporation which are beneficially owned by such person, (D) a description of all arrangements or understandings between the stockholder and each nominee and any other person or persons (naming such person or persons) pursuant to which the nominations are to be made by the stockholder, and (E) any other information relating to such person that is required to be disclosed in solicitations of proxies for election of Directors, or is otherwise required, in each case pursuant to Regulation 14A under the 1934 Act (including without limitation such person's written consent to being named in the proxy statement, if any, as a nominee and to serving as a Director if elected); and (ii) as to such stockholder giving notice, the information required to be provided pursuant to paragraph (b) of this Article I, Section 1. At the request of the Board of Directors, any person nominated by a stockholder for election as a Director shall furnish to the Secretary of the Corporation that information required to be set forth in the stockholder's notice of nomination which pertains to the nominee. No person shall be eligible for election as a Director of the Corporation unless nominated in accordance with the procedures set forth in this paragraph (c). The chairman of the meeting shall, if the facts warrant, determine and declare at the meeting that a nomination was not made in accordance with the procedures prescribed by these Bylaws, and if he should so determine, he shall so declare at the meeting, and the defective nomination shall be disregarded.

Section 2. Special Meeting.

(a) Special meetings of the stockholders, unless otherwise prescribed by statute, may be called at any time by (1) the Chairman of the Board, (2) the Board of Directors pursuant to a resolution adopted by a majority of the total number of Directors (whether or not there exist any vacancies at the time any such resolution is presented to the Board for adoption) or (3) by the affirmative vote of the holders of not less than 20% of the outstanding stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class.

(b) If a special meeting is called by the stockholders of the Corporation as provided pursuant to paragraph (a) of this Article I, Section 2, the request shall be in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the Secretary of the Corporation. No business may be transacted at such special meeting otherwise than specified in such notice. The Board of Directors shall determine the time and place of such special meeting, which shall be held not less than twenty (20) nor more than one hundred twenty (120) days after the date of the receipt of the request. Upon determination of the time and place of the meeting, the Secretary shall cause notice to be given to the stockholders entitled to vote, in accordance with the provisions of Article I, Section 3 of these Bylaws. If the notice is not given within sixty (60) days after the receipt of the request, the person or persons requesting the meeting may set the time and place of the meeting and give the notice. Nothing contained in this paragraph (b) shall be construed as limiting, fixing, or affecting the time when a meeting of stockholders called by action of the Chairman of the Board of Directors or the Board of Directors may be held.

Section 3. Notice of Meetings. Notice of the place, date and time of the holding of each annual and special meeting of the stockholders and, in the case of a special meeting, the purpose or purposes thereof shall be given personally or by mail in a postage prepaid envelope to each stockholder entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, and, if mailed, it shall be directed to such stockholder at his address as it appears on the records of the Corporation, unless he shall have filed with the Secretary of the Corporation a written request that notices to him be mailed to some other address, in which case it shall be directed to him at some other address. If mailed, such notice shall be deemed to be delivered when deposited in United States mail so addressed with postage thereon prepaid. Notice of any meeting of stockholders shall not be required to be given to any stockholder who shall attend such meeting in person or by proxy and shall not, at the beginning of such meeting, object to the transaction of any business because the meeting is not lawfully called or convened, or who shall, either before or after the meeting, submit a signed waiver of notice, in person or by proxy. Unless the Board shall fix after the adjournment a new record date for an adjourned meeting, notice of such adjourned meeting need not be given if the time and place to which the meeting shall be adjourned were announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 4. Place of Meetings. Meetings of the stockholders may be held at such place, within or without the State of Delaware, as the Board or other officer calling the same shall specify in the notice of such meeting, or in a duly executed waiver of notice thereof. The Board may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211(a)(2) of the General Corporation Law of the State of Delaware (the "DGCL").

Section 5. Quorum. At all meetings of the stockholders, the holders of a majority of the votes of the shares of stock of the Corporation issued and outstanding and entitled to vote shall be present in person or by proxy to constitute a quorum for the transaction of any business, except when stockholders are required to vote by class, in which event a majority of the issued and outstanding shares of the appropriate class shall be present in person or by proxy, or except as otherwise provided by statute or in the Certificate of Incorporation. In the absence of a quorum, the holders of a majority of the votes of the shares of stock present in person or by proxy and entitled to vote, or if no stockholder entitled to vote is present, then any officer of the Corporation may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum may be present any business may be transacted which might have been transacted at the meeting as originally called.

Section 6. Organization. At each meeting of the stockholders, the Chairman of the Board, or in his absence or inability to act, the Chief Executive Officer, or in the absence or inability to act of the Chairman of the Board and the Chief Executive Officer, the President, or in the absence or inability to act of the Chairman of the Board, the Chief Executive Officer and the President, a Vice President, or in the absence of all the foregoing, any person chosen by a majority of those stockholders present, shall act as chairman of the meeting. The Secretary, or, in his absence or inability to act, the Assistant Secretary or any person appointed by the chairman of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

Section 7. Order of Business. The order of business at all meetings of the stockholders shall be as determined by the chairman of the meeting.

Section 8. Voting. Except as otherwise provided by statute, the Certificate of Incorporation, or any certificate duly filed in the office of the Department of State of Delaware, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the stockholders to one vote for every share of such stock standing in his name on the record of stockholders of the Corporation on the date fixed by the Board as the record date for the determination of the stockholders who shall be entitled to notice of and to vote at such meeting; or if such record date shall not have been so fixed, then at the close of business on the day next preceding the day on which the meeting is held; or each stockholder entitled to vote at any meeting of stockholders may authorize another person or persons to act for him by a proxy signed by such stockholder or his attorney-in-fact. Any such proxy shall be delivered to the secretary of such meeting at or prior to the time designated in the order of business for so delivering such proxies. No proxy shall be valid after the expiration of three years from the date thereof, unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the stockholder executing it, except in those cases where an irrevocable proxy is permitted by law. Except as otherwise provided by statute, these By-Laws or the Certificate of Incorporation, any corporate action to be taken by vote of the stockholders shall be authorized by a majority of the total votes, or when stockholders are required to vote by class by a majority of the votes of the appropriate class, cast at a meeting of stockholders by the holders of shares present in person or represented by proxy and entitled to vote on such action. Unless required by statute, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by written ballot. On a vote by written ballot, each ballot shall be signed by the stockholder voting, or by his proxy, if there be such proxy, and shall state the number of shares voted.

Section 9. List of Stockholders. The officer who has charge of the stock ledger of the Corporation, or the transfer agent of the Corporation's stock, if there be one then acting, shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, at the place where the meeting is to be held, or at the office of the transfer agent. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 10. Inspectors. The Board may, in advance of any meeting of stockholders, appoint one or more inspectors to act at such meeting or any adjournment thereof. If the inspectors shall not be so appointed or if any of them shall fail to appear or act, the chairman of the meeting may, and on the request of any stockholder entitled to vote thereat shall, appoint inspectors. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors shall determine the number of shares outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, the validity and

effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all stockholders. On request of the chairman of the meeting or any stockholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, request or matter determined by them and shall execute a certificate of any fact found by them. No Director or candidate for the office of Director shall act as inspector of an election of Directors. Inspectors need not be stockholders.

Section 11. Consent of Stockholders in Lieu of Meeting. Unless otherwise provided in the Certificate of Incorporation, any action required by Subchapter VII of the DGCL, to be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in this State, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

ARTICLE II

Board of Directors

Section 1. General Powers. The business and affairs of the Corporation shall be managed by the Board. The Board may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by statute or the Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the stockholders.

Section 2. Number, Qualifications, Election and Term of Office. The number of Directors of the Corporation shall be established from time to time by resolution of the Board. All of the Directors shall be of full age and need not be stockholders. Except as otherwise provided by statute or these By-Laws, the Directors shall be elected at the annual meeting of the stockholders for the election of Directors at which a quorum is present, and the persons receiving a plurality of the votes cast at such meeting shall be elected. Each Director shall hold office until the next annual meeting of the stockholders and until his successor shall have been duly elected and qualified, or until his death, or until he shall have resigned, or have been removed, as hereinafter provided in these By-Laws, or as otherwise provided by statute or the Certificate of Incorporation.

Section 3. Place of Meetings. Meetings of the Board may be held at such place, within or without the State of Delaware, as the Board may from time to time determine or as shall be specified in the notice or waiver of notice of such meeting.

Section 4. Annual Meeting. The Board shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of the stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. Such meeting may be held at any other time or place (within or without the State of Delaware) which shall be specified in a notice thereof given as hereinafter provided in Section 7 of this Article II.

Section 5. Regular Meetings. Regular meetings of the Board shall be held at such time and place as the Board may from time to time determine. If any day fixed for a regular meeting shall be a legal holiday at the place where the meeting is to be held, then the meeting which would otherwise be held on that day shall be held at the same hour on the next succeeding business day. Notice of regular meetings of the Board need not be given except as otherwise required by statute or these By-Laws.

Section 6. Special Meetings. Special meetings of the Board may be called by two or more Directors of the Corporation or by the Chairman of the Board or the Chief Executive Officer, or in the absence of a Chief Executive Officer, the President.

Section 7. Notice of Meetings. Notice of each special meeting of the Board (and of each regular meeting for which notice shall be required) shall be given by the Secretary as hereinafter provided in this Section 7, in which notice shall be stated the time and place (within or without the State of Delaware) of the meeting. Notice of each such meeting shall be delivered to each Director either personally or by telephone, telegraph, cable or wireless, at least twenty-four hours before the time at which such meeting is to be held or by first-class mail, postage prepaid, addressed to him at his residence, or usual place of business, at least three days before the day on which such meeting is to be held. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail. Notice of any such meeting need not be given to any Director who shall, either before or after the meeting, submit a signed waiver of

notice or who shall attend such meeting without protesting, prior to or at its commencement, the lack of notice to him. Except as otherwise specifically required by these By-Laws, a notice or waiver of notice of any regular or special meeting need not state the purposes of such meeting.

Section 8. Quorum and Manner of Acting. A majority of the entire Board shall be present in person at any meeting of the Board in order to constitute a quorum for the transaction of business at such meeting, and, except as otherwise expressly required by statute or the Certificate of Incorporation, the act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board. Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment allowing all participants in the meeting to hear each other at the same time and participation by such means shall constitute presence in person at a meeting. In the absence of a quorum at any meeting of the Board, a majority of the Directors present thereat, or if no Director be present, the Secretary, may adjourn such meeting to another time and place, or such meeting, unless it be the annual meeting of the Board, need not be held. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. Except as provided in Article III of these By-Laws, the Directors shall act only as a Board and the individual Directors shall have no power as such.

Section 9. Organization. At each meeting of the Board, the Chairman of the Board (or, in his absence or inability to act, the Chief Executive Officer, or in his absence or inability to act, the President, or in his absence or inability to act, another Director chosen by a majority of the Directors present) shall act as chairman of the meeting and preside thereat. The Secretary (or, in his absence or inability to act, any person appointed by the chairman) shall act as secretary of the meeting and keep the minutes thereof.

Section 10. Resignations. Any Director of the Corporation may resign at any time by giving written notice of his resignation to the Board or Chairman of the Board or the Chief Executive Officer, or in the absence of a Chief Executive Officer, the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 11. Vacancies. Vacancies, including newly created Directorships, may be filled by a majority of the Directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each Director so chosen shall hold office as provided in this Section for the filling of other vacancies.

Section 12. Removal of Directors. The Board of Directors, or any individual Director, may be removed from office at any time in the manner provided by the DGCL.

Section 13. Compensation. The Board shall have authority to fix the compensation, including fees and reimbursement of expenses, of Directors for services to the Corporation in any capacity, provided no such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 14. Action by the Board. To the extent permitted under the laws of the State of Delaware, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board or committee.

ARTICLE III

Executive and Other Committees

Section 1. Executive and Other Committees. The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the Committee. Any such committee, to the extent provided in the resolution, shall have and may exercise the powers of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that in the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Each committee shall keep minutes of its proceedings and shall report such minutes to the Board when required. All such proceedings shall be subject to revision or alteration by the Board, provided, however, that third parties shall not be prejudiced by such revision or alteration.

Section 2. General. A majority of any committee may determine its action and fix the time and place of its meetings, unless the Board shall otherwise provide. Notice of such meetings shall be given to each member of the committee in the manner provided for in Article II, Section 7. The Board shall have the power at any time to fill vacancies in, to change the membership of, or to dissolve any such committee. Nothing herein shall be deemed to prevent the Board from appointing one or more committees consisting in whole or in part of persons who are Directors of the Corporation; provided, however, that no such committee shall have or may exercise any authority of the Board.

ARTICLE IV

Officers

Section 1. Number and Qualifications. The officers of the Corporation may include the Chairman of the Board, the Chief Executive Officer, the President, one or more Vice Presidents (one or more of whom may be designated Executive Vice President or Senior Vice President), the Chief Financial Officer, the Treasurer, and the Secretary. Any two or more offices may be held by the same person. Such officers shall be elected from time to time by the Board, each to hold office until the meeting of the Board following the next annual meeting of the stockholders, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or have been removed, as hereinafter provided in these By-Laws. The Board may from time to time elect a Vice Chairman of the Board, and the Board may from time to time elect, or the Chairman of the Board, or the Chief Executive Officer may appoint, or in the absence of a Chief Executive Officer, the President may appoint, such other officers (including one or more Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers), as may be necessary or desirable for the business of the Corporation. Such other officers and agents shall have such duties and shall hold their offices for such terms as may be prescribed by the Board or by the appointing authority.

Section 2. Resignation. Any officer of the Corporation may resign at any time by giving written notice of his resignation to the Board, the Chairman of the Board, the Chief Executive Officer, or in the absence of a Chief Executive Officer, the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3. Removal. Any officer or agent of the Corporation may be removed, either with or without cause, at any time, by the vote of the majority of the entire Board at any meeting of the Board or, except in the case of an officer or agent elected or appointed by the Board, or the Chairman of the Board, the Chief Executive Officer, or in the absence of a Chief Executive Officer, the President. Such removal shall be without prejudice to the contractual rights, if any, of the person so removed.

Section 4. Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause, may be filled for the unexpired portion of the term of the office which shall be vacant, in the manner prescribed in these By-Laws for the regular election or appointment to such office.

Section 5. (a.) The Chairman of the Board. The Chairman of the Board, if one be elected, shall, if present, preside at each meeting of the stockholders and of the Board. He shall perform all duties incident to the office of Chairman of the Board and such other duties as may from time to time be assigned to him by the Board.

(b.) The Vice Chairman of the Board. The Vice Chairman of the Board, if one be elected, shall have such powers and perform all such duties as from time to time may be assigned to him by the Board or the Chairman of the Board and, unless otherwise provided by the Board, shall in the case of the absence or inability to act of the Chairman of the Board, perform the duties of the Chairman of the Board and when so acting shall have all the powers of, and be subject to all the restrictions upon, the Chairman of the Board.

Section 6. The Chief Executive Officer and President. The Chief Executive Officer shall be the chief operating and executive officer of the Corporation and shall have general and active supervision and direction over the business and affairs of the Corporation and over its several officers, subject, however, to the direction of the Chairman of the Board and the control of the Board. If no Chairman of the Board is elected, or at the request of the Chairman of the Board, or in the case of his absence or inability to act, unless there be a Vice Chairman of the Board so designated to act, the Chief Executive Officer shall perform the duties of the Chairman of the Board and when so acting shall have all the powers of, and be subject to all the restrictions upon, the Chairman of the Board. He shall

perform all duties incident to the office of Chief Executive Officer and such other duties as from time to time may be assigned to him by the Board or the Chairman of the Board. The Board of Directors may elect a President to be the Chief Operating Officer. In the event there is no Chief Executive Officer, the President shall assume such duties.

Section 7. Vice Presidents. Each Executive Vice President, each Senior Vice President and each Vice President shall have such powers and perform all such duties as from time to time may be assigned to him by the Board, the Chairman of the Board, or Chief Executive Officer, or in the absence of a Chief Executive Officer, the President. They shall, in the order of their seniority, have the power and may perform the duties of the Chief Executive Officer and in the absence of a Chief Executive Officer, the President.

Section 8. Chief Financial Officer; The Treasurer. Unless otherwise designated by the Board of Directors, the Chief Financial Officer shall be the Treasurer of the Corporation. The Chief Financial Officer shall keep or cause to be kept the books of account of the Corporation in a thorough and proper manner and shall render statements of the financial affairs of the Corporation in such form and as often as required by the Board of Directors or the Chief Executive Officer, or in the absence of a Chief Executive Officer, the President. The Chief Financial Officer, subject to the order of the Board of Directors, shall have the custody of all funds and securities of the corporation. The Chief Financial Officer, and if there be a separate office of the Treasurer, the Treasurer, shall perform such duties and have such powers, as are commonly incident to such office and shall also perform such other duties and have such other powers as from time to time may be assigned to him by the Board or the Chairman of the Board, or the Chief Executive Officer, or in the absence of a Chief Executive Officer, the President. The Chief Executive Officer, or in the absence of a Chief Executive Officer, the President may direct the Treasurer or any Assistant Treasurer, or the Controller or any Assistant Controller to assume and perform the duties of the Chief Financial Officer in the absence or disability of the Chief Financial Officer, and each Assistant Treasurer shall perform other duties commonly incident to his office and shall also perform such other duties and have such other powers as from time to time may be assigned to him by the Board or the Chairman of the Board, or the Chief Executive Officer, or in the absence of a Chief Executive Officer, the President.

Section 9. The Secretary. The Secretary shall

- (a) keep or cause to be kept in one or more books provided for the purpose, the minutes of all meetings of the Board, the committees of the Board and the stockholders;
- (b) see that all notices are duly given in accordance with the provisions of these By-Laws and as required by law;
- (c) be custodian of the records and the seal of the Corporation and affix and attest the seal to all stock certificates of the Corporation (unless the seal be a facsimile, as hereinafter provided) and affix and attest the seal to all other documents to be executed on behalf of the Corporation under its seal;
- (d) see that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed, and
- (e) in general, perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board, the Chairman of the Board, or Chief Executive Officer or in the absence of a Chief Executive Officer, the President.

ARTICLE V

Indemnification

The Corporation shall, to the fullest extent permitted by the laws of the state of incorporation, indemnify any and all persons whom it shall have power to indemnify against any and all of the costs, expenses, liabilities or other matters incurred by them by reason of having been officers or Directors of the Corporation, any subsidiary of the Corporation or of any other corporation for which he acted as officer or Director at the request of the Corporation.

ARTICLE VI

Contracts, Checks, Drafts, Bank Account, etc.

Section 1. Execution of Contracts. Except as otherwise required by statute, the Certificate of Incorporation or these By-Laws, any contracts or other instruments may be executed and delivered in the name and on behalf of the Corporation by such officer or officers (including any assistant officer) of the Corporation as the Board may from time to time direct. Such authority may be general or

confined to specific instances as the Board may determine. Unless authorized by the Board or expressly permitted by these By-Laws, an officer or agent or employee shall not have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it pecuniarily liable for any purpose or to any amount.

Section 2. Loans. Unless the Board shall otherwise determine, either (a) the Chairman of the Board, the Vice Chairman of the Board, the Chief Executive Officer, or in the absence of a Chief Executive Officer, the President, singly, or (b) a Vice President, together with the Treasurer, may effect loans and advances at any time for the Corporation or guarantee any loans and advances to any subsidiary of the Corporation, from any bank, trust company or other institution, or from any firm, corporation or individual, and for such loans and advances may make, execute and deliver promissory notes, bonds or other certificates or evidences of indebtedness of the Corporation, or guarantee of indebtedness of subsidiaries of the Corporation, but no officer or officers shall mortgage, pledge, hypothecate or transfer any securities or other property of the Corporation, except when authorized by the Board.

Section 3. Check, Drafts, etc. All checks, drafts, bills of exchange or other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation, shall be signed in the name and on behalf of the Corporation by such persons and in such manner as shall from time to time be authorized by the Board.

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may from time to time designate or as may be designated by any officer or officers of the Corporation to whom such power of designation may from time to time be delegated by the Board. For the purpose of deposit and for the purpose of collection for the account of the Corporation, checks, drafts and other orders for the payment of money which are payable to the order of the Corporation may be endorsed, assigned and delivered by any officer or agent of the Corporation, or in such manner as the Board may determine by resolution.

Section 5. General and Special Bank Accounts. The Board may from time to time authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositories as the Board may designate or as may be designated by any officer or officers of the Corporation to whom such power of designation may from time to time be delegated by the Board. The Board may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these By-Laws, as it may deem expedient.

Section 6. Proxies in Respect of Securities of Other Corporations. Unless otherwise provided by resolution adopted by the Board of Directors, the Chairman of the Board, the Chief Executive Officer, or in the absence of a Chief Executive Officer, the President, or a Vice President may from time to time appoint an attorney or attorneys or agent or agents, of the Corporation, in the name and on behalf of the Corporation to cast the votes which the Corporation may be entitled to cast as the holder of stock or other securities in any other corporation, any of whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock or other securities of such other corporation, or to consent in writing, in the name of the Corporation as such holder, to any action by such other corporation, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal, or otherwise, all such written proxies or other instruments as he may deem necessary or proper in the premises.

ARTICLE VII

Shares, Etc.

Section 1. Stock Certificates. Each holder of shares of stock of the Corporation shall be entitled to have a certificate, in such form as shall be approved by the Board, certifying the number of shares of the Corporation owned by him. Notwithstanding the foregoing, the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. The certificates representing shares of stock shall be signed in the name of the Corporation by the Chairman of the Board, or the Chief Executive Officer, or in the absence of a Chief Executive Officer, the President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and sealed with the seal of the Corporation (which seal may be a facsimile, engraved or printed); provided, however, that where any such certificate is countersigned by a transfer agent other than the Corporation or its employee, or is registered by a registrar other than the Corporation or one of its employees, the signature of the officers of the Corporation upon such certificates may be facsimiles, engraved or printed. In case any officer who shall have signed or whose facsimile signature has been placed upon such certificates shall have ceased to be such officer before such certificates shall be issued, they may nevertheless be issued by the Corporation with the same effect as if such officer were still in office at the date of their issue.

Section 2. Books of Account and Record of Stockholders. The books and records of the Corporation may be kept at such places within or without the state of incorporation as the Board of Directors may from time to time determine. The stock record books and the blank stock certificate books shall be kept by the Secretary or by any other officer or agent designated by the Board of Directors.

Section 3. Transfer of Shares. Transfers of shares of stock of the Corporation shall be made on the stock records of the Corporation only upon authorization by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary or with a transfer agent or transfer clerk, and on surrender of the certificate or certificates for such shares properly endorsed or accompanied by a duly executed stock transfer power and the payment of all taxes thereon (or, with respect to uncertificated shares, by delivery of duly executed instructions or in any other manner permitted by law). Except as otherwise provided by law, the Corporation shall be entitled to recognize the exclusive right of a person in whose name any share or shares stand on the record of stockholders as the owner of such share or shares for all purposes, including, without limitation, the rights to receive dividends or other distributions, and to vote as such owner, and the Corporation may hold any such stockholder of record liable for calls and assessments and the Corporation shall not be bound to recognize any equitable or legal claim to or interest in any such share or shares on the part of any other person whether or not it shall have express or other notice thereof. Whenever any transfers of shares shall be made for collateral security and not absolutely, and both the transferor and transferee request the Corporation to do so, such fact shall be stated in the entry of the transfer.

Section 4. Regulations. The Board may make such additional rules and regulations, not inconsistent with these By-Laws, as it may deem expedient concerning the issue, transfer and registration of shares of stock of the Corporation. It may appoint, or authorize any officer or officers to appoint, one or more transfer agents or one or more transfer clerks and one or more registrars and may require all certificates for shares of stock to bear the signature or signatures of any of them.

Section 5. Lost, Destroyed or Mutilated Certificates. The holder of any certificate representing shares of stock of the Corporation shall immediately notify the Corporation of any loss, destruction or mutilation of such certificate, and the Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it which the owner thereof shall allege to have been lost, stolen, or destroyed or which shall have been mutilated, and the Board may, in its discretion, require such owner or his legal representative to give the Corporation a bond in such sum, limited or unlimited, and in such form and with such surety or sureties as the Board in its absolute discretion shall determine, to indemnify the Corporation against any claim that may be made against it on account of the alleged loss, theft, or destruction of any such certificate, or the issuance of a new certificate. Anything herein to the contrary notwithstanding, the Board, in its absolute discretion, may refuse to issue any such new certificate, except pursuant to legal proceedings under the laws of the State of Delaware.

Section 6. Fixing of Record Date. In order that the Corporation may determine the stockholders entitled to notice of, or to vote at, any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of, or to vote at, a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

ARTICLE VIII

Offices

Section 1. Principal or Registered Office. The principal registered office of the Corporation shall be at such place as may be specified in the Certificate of Incorporation of the Corporation or other certificate filed pursuant to law, or if none be so specified, at such place as may from time to time be fixed by the Board.

Section 2. Other Offices. The Corporation also may have an office or offices other than said principal or registered office, at such place or places either within or without the State of Delaware.

ARTICLE IX

Fiscal Year

The fiscal year of the Corporation shall be determined by the Board.

ARTICLE X

Seal

The Board shall provide a corporate seal which shall contain the name of the Corporation, the words "Corporate Seal" and the year and State of Delaware.

ARTICLE XI

Amendments

Section 1. Stockholders. These By-Laws may be amended or repealed, or new By-Laws may be adopted, at any annual or special meeting of the stockholders, by a majority of the total votes of the stockholders or when stockholders are required to vote by class by a majority of the appropriate class, in person or represented by proxy and entitled to vote on such action; provided, however, that the notice of such meeting shall have been given as provided in these By-Laws, which notice shall mention that amendment or repeal of these By-Laws, or the adoption of new By-Laws, is one of the purposes of such meeting.

Section 2. Board of Directors. These By-Laws may also be amended or repealed or new By-Laws may be adopted, by the Board at any meeting thereof; provided, however, that notice of such meeting shall have been given as provided in these By-Laws, which notice shall mention that amendment or repeal of the By-Laws, or the adoption of new By-Laws, is one of the purposes of such meetings. By-Laws adopted by the Board may be amended or repealed by the stockholders as provided in Section 1 of this Article XI.

ARTICLE XII

Miscellaneous

Section 1. Interested Directors. No contract or other transaction between the Corporation and any other corporation shall be affected and invalidated by the fact that any one or more of the Directors of the Corporation is or are interested in or is a Director or officer or are Directors or officers of such other corporation, and any Director or Directors, individually or jointly, may be a party or parties to or may be interested in any contract or transaction of the Corporation or in which the Corporation is interested; and no contract, act or transaction of the Corporation with any person or persons, firm or corporation shall be affected or invalidated by the fact that any Director or Directors of the Corporation is a party or are parties to or interested in such contract, act or transaction, or in any way connected with such person or persons, firms or associations, and each and every person who may become a Director of the Corporation is hereby relieved from any liability that might otherwise exist from contracting with the Corporation for the benefit of himself, any firm, association or corporation in which he may be in any way interested.

Section 2. Ratification. Any transaction questioned in any stockholders' derivative suit on the grounds of lack of authority, defective or irregular execution, adverse interest of Director, officer or stockholder, nondisclosure, miscomputation, or the application of improper principles or practices of accounting, may be ratified before or after judgment, by the Board of Directors or by the stockholders in case less than a quorum of Directors are qualified, and, if so ratified, shall have the same force and effect as if the questioned transaction had been originally duly authorized, and said ratification shall be binding upon the Corporation and its stockholders, and shall constitute a bar to any claim or execution of any judgment in respect of such questioned transaction.

Section 3. Electronic Transmission. When used in these Bylaws and when permitted by applicable law, the terms "written" and "in writing" shall include any "electronic transmission," as defined in Section 232(c) of the DGCL, including without limitation any telegram, cablegram, facsimile transmission and communication by electronic mail.

SEPARATION AND GENERAL RELEASE AGREEMENT

THIS SEPARATION AND GENERAL RELEASE AGREEMENT (this "Separation Agreement") is entered into between **MICHAEL A. BAUER**, with an address at 2420 Spur Lane, Concord, NC 28027 ("Employee") and **REVOLUTION LIGHTING TECHNOLOGIES, INC.**, a Delaware corporation ("Employer"). Employer, together with its past, present and future direct and indirect parent organizations, subsidiaries, affiliated entities, related companies and divisions and each of their respective past, present and future officers, directors, employees, shareholders, trustees, members, partners, attorneys and agents (in each case, individually and their official capacities), and each of their respective employee benefit plans (and such plans' fiduciaries, agents, administrators and insurers, in their individual and their official capacities), as well as any predecessors, future successors or assigns or estates of any of the foregoing, is collectively referred to in this Separation Agreement as the "Released Parties."

RECITALS:

A. Employer and Employee entered into an employment agreement dated as of February 11, 2008 (the "Employment Agreement"). Capitalized terms used in this Separation Agreement and not otherwise defined in this Separation Agreement shall have the meanings ascribed to them in the Employment Agreement; and

B. Employer and Employee have mutually agreed to terminate the Employment Agreement and Employee's employment with Employer, effective as of the Separation Date (as defined below); and

C. Employer and Employee desire to enter into this Separation Agreement to set forth the terms of their respective rights and obligations with respect to the termination of the Employment Agreement and Employee's employment with Employer.

In consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Termination of Employment Agreement; Separation of Employment. Effective as of the close of business on January 29, 2013, Employee's employment with Employer will be terminated by mutual agreement between Employer and Employee. Accordingly, Employee acknowledges and understands that the Employment Agreement and his employment with Employer under the Employment Agreement or otherwise will terminate on January 29, 2013 (the "Separation Date") and that his last day of employment with Employer pursuant to the Employment Agreement or otherwise will be the Separation Date. Effective as of the Separation Date, Employee shall be deemed to have resigned from all positions that Employee held as an officer, director and/or member of any committee of Employer and of each of Employer's subsidiaries; *provided, however*, Employee agrees to take all actions that are deemed reasonably necessary by Employer to effectuate or evidence such resignations. Employee further acknowledges that, except as otherwise set forth in this Separation Agreement, Employee has received all compensation and benefits to which Employee is entitled as a result of the Employment Agreement, the termination of the Employment Agreement or otherwise as a result

of Employee's employment with Employer and/or Employee's separation therefrom. Employee understands that, except as otherwise provided in this Separation Agreement, Employee is entitled to nothing further from the Released Parties, including reinstatement by Employer.

2. Employee General Release of the Released Parties. In consideration of the Separation Payment set forth in Section 6 below and the Non-Compete Modification set forth in Section 7 below, Employee (on his own behalf and on behalf of his heirs, executors, administrators, trustees, legal representatives, successors and assigns) hereby unconditionally and irrevocably releases, waives, discharges and gives up, to the full extent permitted by law, any and all Claims (as defined below) that Employee may have against any of the Released Parties, arising on or prior to the date of Employee's execution and delivery of this Separation Agreement to Employer. "Claims" means any and all actions, charges, controversies, demands, causes of action, suits, rights, and/or claims whatsoever for debts, sums of money, wages, salary, severance pay, commissions, fees, bonuses, unvested stock options, vacation pay, sick pay, fees and costs, attorneys fees, losses, penalties, damages, including damages for pain and suffering and emotional harm, arising, directly or indirectly, out of any promise, agreement (including, without limitation, the Employment Agreement), offer letter, contract, understanding, common law, tort, the laws, statutes, and/or regulations of the States of North Carolina, Delaware or any other state and the United States, including, but not limited to, federal and state wage and hour laws (to the extent waivable), federal and state whistleblower laws, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Equal Pay Act, the Lilly Ledbetter Fair Pay Act of 2009, the Americans with Disabilities Act, the Family and Medical Leave Act, the Employee Retirement Income Security Act (excluding COBRA), the Vietnam Era Veterans Readjustment Assistance Act, the Fair Credit Reporting Act, the Occupational Safety and Health Act, the Age Discrimination in Employment Act ("ADEA"), the Older Workers' Benefit Protection Act, the Sarbanes-Oxley Act of 2002, the North Carolina Equal Employment Practices Act, the North Carolina Persons With Disabilities Protection Act, the Delaware Discrimination in Employment Law, and the Delaware Handicapped Persons Employment Protections Act, as each may be amended from time to time, whether arising directly or indirectly from any act or omission, whether intentional or unintentional; *provided, however*, "Claims" shall not include (a) claims to payments, benefits and other rights specifically provided to Employee pursuant to the terms of this Separation Agreement, or (b) with respect to options to purchase shares of Employer's common stock that have vested as of the Separation Date, Employee's rights pursuant to the terms of Employer's 2003 Stock Incentive Plan (as amended, the "Plan") and the corresponding stock option agreement(s). This Section 2 releases all Claims including those of which Employee is not aware and those not mentioned in this Separation Agreement. Employee specifically releases any and all Claims arising out of the Employment Agreement or the termination thereof and Employee's employment with Employer or termination therefrom. Employee expressly acknowledges and agrees that, by entering into this Separation Agreement, Employee is releasing and waiving any and all Claims, including, without limitation, Claims that Employee may have arising under ADEA, which have arisen on or before the date of Employee's execution and delivery of this Separation Agreement to Employer. It is understood and agreed that the foregoing general release of Claims does not waive any of the following rights of Employee: (w) to enforce the terms of this Separation Agreement; (x) to pursue Claims that may arise after the date that Employee executes and delivers this Separation Agreement to Employer; (y) to pursue compulsory counterclaims and defenses directly related to Claims that Employee has not waived pursuant to this Separation Agreement; and (z) to pursue Claims which Employee may not release pursuant to applicable laws and regulations.

3. Representations; Covenant Not to Sue. Employee hereby represents and warrants that (A) Employee has not filed, caused or permitted to be filed any pending proceeding (nor has Employee lodged a complaint with any governmental or quasi-governmental authority) against any of the Released Parties, nor has Employee agreed to do any of the foregoing, (B) Employee has not assigned, transferred, sold, encumbered, pledged, hypothecated, mortgaged, distributed, or otherwise disposed of or conveyed to any third party any right or Claim against any of the Released Parties which has been released in this Separation Agreement, and (C) Employee has not directly or indirectly assisted any third party in filing, causing or assisting to be filed, any Claim against any of the Released Parties. Except as set forth in Section 13 below, Employee covenants and agrees that Employee shall not encourage or solicit or voluntarily assist or participate in any way in the filing, reporting or prosecution by himself or any third party of a proceeding or Claim against any of the Released Parties based upon or relating to any Claim released by Employee in this Separation Agreement.

4. Employer General Release. As additional consideration for Employee's execution, delivery and non-revocation of this Separation Agreement (including, without limitation, Employee's release of the Released Parties set forth in Section 2 of this Separation Agreement), Employer hereby irrevocably and unconditionally releases and forever discharges Employee (and his heirs, executors, administrators, trustees, legal representatives, successors and assigns) from any and all claims, suits, debts, actions, causes of action, rights, judgments, obligations, damages, demands, accountings or liabilities of whatever kind or character whatsoever, in law or in equity, which Employer ever had, now has, or hereafter may have by reason of any matter, cause or thing whatsoever arising from the beginning of time to the date of Employer's execution and delivery of this Separation Agreement to Employee, including, without limitation, all statutory, common law, contractual, constitutional and other claims that Employer may have, or in the future may possess, arising out of (i) the Employee's employment relationship with and service as an employee, officer or director of Employer or any subsidiaries or affiliated companies and the termination of such relationship or service and (ii) any event, condition, circumstance or obligation that occurred, existed or arose on or prior to the date of Employee's execution and delivery of this Separation Agreement to Employer. It is agreed and understood that the foregoing general release does not waive any of the following rights of Employer: (w) to enforce the terms of this Separation Agreement; (x) to pursue claims arising from actions taken after the date of Employer's execution and delivery of this Separation Agreement to Employee; (y) to pursue compulsory counterclaims and defenses directly related to claims that the Employer has not waived pursuant to this Separation Agreement; and (z) to pursue claims which Employer may not release pursuant to applicable laws and regulations.

5. Final Paycheck and Expense Reimbursement; Equity Compensation.

(A) Employee has received, or will receive on the next regular pay date following the Separation Date (the "Next Pay Date"), his final pay check. The final pay check included, or will include, payment (less applicable withholdings and customary payroll deductions) for all earned, but unpaid, salary through and including the Separation Date (*i.e.*, salary earned, but not yet paid, through and including the Separation Date) and payment (less applicable withholdings and customary payroll deductions) for Employee's 24 hours of accrued, but unused, vacation, sick

and personal days. Employer will reimburse Employee for any unreimbursed business expenses properly incurred by Employee prior to the Separation Date in accordance with Employer's expense reimbursement policies and/or practices. Employee will timely submit all such requests in accordance with Employer's expense reimbursement policies and/or practices, and Employer will process such requests in a manner consistent with policies/practices in effect immediately prior to the Separation Date. Employer's obligations under this Section 5(A) are not contingent upon Employee's execution, delivery and non-revocation of this Separation Agreement.

(B) Employee understands and agrees that, in accordance with the terms of the Plan and the corresponding stock option agreements, Employee has no rights with respect to options to purchase shares of Employer's common stock that were unvested as of the Separation Date and, all other options (to the extent exercisable as of the Separation Date) shall be exercisable for the period following the Separation Date set forth in the applicable stock option agreement (but in no event beyond the term of the Option) and shall thereupon terminate.

6. Separation Payment. In consideration of Employee's execution, delivery and non-revocation of this Separation Agreement, Employer shall provide Employee with a separation payment (the "Separation Payment") in the aggregate amount of \$175,000 (less applicable withholdings and other customary payroll deductions, excluding 401(k) contributions). The Separation Payment shall be payable in a lump sum on the first regular payroll date following the 8th day after Employee's execution and delivery of this Separation Agreement to Employer (or as soon thereafter as administratively practicable, but not later than the 5th business days following the 8th day after Employee's execution and delivery of this Separation Agreement to Employer).

Employee acknowledges that Employee is not entitled to any post-termination salary continuation payments pursuant to Section 2 of the Employment Agreement. Each of Employer and Employee acknowledge that nothing in this Separation Agreement shall be deemed to be an admission of liability on the part of Employee or any of the Released Parties. Employee agrees that, except as specifically set forth in this Separation Agreement, Employee will not seek anything further from any of the Released Parties.

7. Surviving Employment Agreement Provisions. Employee understands and agrees that, notwithstanding the termination of the Employment Agreement and Employee's employment with Employer, Employee's obligations pursuant to Sections 3 and 4 of the Employment Agreement shall survive such termination and remain in full force and effect as set forth therein; *provided, however*, as additional consideration for Employee's execution, delivery and non-revocation of this Separation Agreement, Sections 3(b) and 3(c)(ii) of the Employment Agreement are hereby modified such that Employee's obligation to comply with Sections 3(b) shall expire on January 29, 2013 and Employee's obligation to comply with Section 3(c)(ii) shall expire on February 28, 2013 and, notwithstanding anything to the contrary contained in Sections 3(c)(i) of the Employment Agreement, it is understood that (y) the placement of general advertisements that may be targeted to a particular geographic or technical area but which are not targeted directly or indirectly towards any employees, officers, agents or representatives of Employer (or any successor corporation into which Employer may be merged or consolidated) shall not be deemed a breach of Employee's obligations pursuant to Section 3(c)(i) of the Employment Agreement and (z) the employment or engagement of any person or entity by an entity that employs Employee, but is not controlled by Employee, and whom Employee did not

encourage, solicit, or induce or in any manner attempt to encourage, solicit, or induce to terminate his or her employment or relationship with Employer shall not be deemed a breach of Employee's obligations pursuant to Section 3(c)(i) of the Employment Agreement (the "Covenants Modification"). Sections 3 and 4 of the Employment Agreement, as amended by the Covenants Modification, shall be referred to in this Separation Agreement as the "Surviving Employment Agreement Provisions". Employee represents and warrants that he has, at all times, been in compliance with his obligations under the Surviving Employment Agreement Provisions.

Employer understands and agrees that, notwithstanding the termination of the Employment Agreement and Employee's employment with Employer, Employer's obligations pursuant to Section 4 of the Employment Agreement shall survive such termination and remain in full force and effect as set forth therein.

8. Who is Bound. Employer and Employee are bound by this Separation Agreement. Anyone who succeeds to Employee's rights and responsibilities, such as the executors of Employee's estate, is bound and anyone who succeeds to Employer's rights and responsibilities, such as its successors and assigns, is also bound.

9. Cooperation With Investigations/Litigation. Employee agrees, upon Employer's request and for a reasonable period following the Separation Date, to reasonably cooperate in any Employer investigation, litigation, arbitration, or regulatory proceeding regarding events that occurred during Employee's tenure with Employer. Employee will make himself reasonably available to consult with Employer's counsel, to provide information, and to appear to give testimony. Employer will, to the extent permitted by law and applicable court rules, reimburse Employee for reasonable out-of-pocket expenses (including, without limitation, reasonable attorneys' fees and costs) Employee incurs in extending such cooperation, so long as Employee provides advance written notice of Employee's request for reimbursement and provides reasonably satisfactory documentation of the expenses.

10. Company Property. Without limitation of Employee's obligations pursuant to the Surviving Employment Agreement Provisions, Employee represents that he has returned to Employer all of Employer's and its affiliates' property in Employee's possession, custody and/or control, including, but not limited to, all equipment, vehicles, computers, personal digital assistants, pass codes, keys, swipe cards, credit cards, documents or other materials, in whatever form or format, that Employee received, prepared, or helped prepare. Employee represents that Employee has not retained any copies, duplicates, reproductions, computer disks, or excerpts thereof of Employer's or its affiliates' documents.

11. Remedies. If Employee (a) breaches (i) any term or condition of the Surviving Employment Agreement Provisions, (ii) his obligations pursuant to Sections 2, 3 or 7 of this Separation Agreement, or (iii) if such breach causes or is reasonably likely to cause material harm to Employer, breaches any other provision of this Separation Agreement, or (b) any representation made by Employee in this Separation Agreement was materially false when made, it shall constitute a material breach of this Separation Agreement and, in addition to and not instead of the Released Parties' other remedies hereunder, under the Surviving Employment Agreement Provisions or otherwise at law or in equity, Employee shall be required to, within thirty (30) days following written notice from Employer, return the Separation Payment paid by

Employer under Section 6 of this Separation Agreement, less 10% of the Separation Payment paid by Employer under Section 6 of this Separation Agreement. Employee agrees that if Employee is required to return the Separation Payment, this Separation Agreement shall continue to be binding on Employee and the Released Parties shall be entitled to enforce the provisions of this Separation Agreement and the Surviving Employment Agreement Provisions as if the Separation Payment had not been repaid to Employer and this Separation Agreement also shall continue to be binding upon Employer; *provided, however*, Employer shall have no further payment obligations to Employee under Section 6 of this Separation Agreement. Further, in the event that Employee breaches (x) any term or condition of the Surviving Employment Agreement Provisions, (y) his obligations pursuant to Sections 2, 3 or 7 of this Separation Agreement, or (z) if such breach causes or is reasonably likely to cause material harm to Employer, breaches any other provision of this Separation Agreement, Employee agrees to pay all of the Released Parties' attorneys' fees and other costs associated with enforcing the terms of this Separation Agreement and/or the Surviving Employment Agreement Provisions. Notwithstanding the foregoing, it is understood and agreed that Employee shall have no automatic repayment obligations or obligation to pay the Released Parties' attorneys' fees and other costs associated with enforcing the terms of this Separation Agreement and/or the Surviving Employment Agreement Provisions if Employee were to challenge the ADEA waiver only.

12. Construction of Agreement. In the event that one or more of the provisions contained in this Separation Agreement or the Surviving Employment Agreement Provisions shall for any reason be held unenforceable in any respect under the law of any state of the United States or the United States, such unenforceability shall not affect any other provision of this Separation Agreement or the Surviving Employment Agreement Provisions but this Separation Agreement and the Surviving Employment Agreement Provisions shall then be construed as if such unenforceable provision or provisions had never been contained herein; *provided, however*, that if any court were to find that the waiver and release of Claims set forth in Section 2 of this Separation Agreement is unlawful or unenforceable, or was not entered into knowingly or voluntarily, Employee agrees to execute a waiver and release of claims in a form satisfactory to Employer that is lawful and enforceable. If it is ever held that any restriction hereunder or the Surviving Employment Agreement Provisions is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by applicable law. This Separation Agreement, the Surviving Employment Agreement Provisions and any and all matters arising directly or indirectly herefrom or therefrom shall be governed under the laws of the State of North Carolina without reference to choice of law rules. Employer and Employee consent to the sole jurisdiction of the federal and state courts of North Carolina. **EMPLOYER AND EMPLOYEE HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY IN ANY ACTION CONCERNING THIS SEPARATION AGREEMENT OR ANY AND ALL MATTERS ARISING DIRECTLY OR INDIRECTLY HEREFROM, AND REPRESENT THAT THEY HAVE CONSULTED WITH COUNSEL OF THEIR CHOICE OR HAVE CHOSEN VOLUNTARILY NOT TO DO SO SPECIFICALLY WITH RESPECT TO THIS WAIVER.**

13. Acknowledgments. Employer and Employee acknowledge and agree that:

(A) By entering into this Separation Agreement, Employee does not waive any rights or Claims (including, without limitation, Claims arising under ADEA) that may arise after the date

that Employee executes and delivers this Separation Agreement to Employer. By entering into this Separation Agreement, Employer also does not waive any rights or claims that may arise after the date that Employer executes and delivers this Separation Agreement to Employee;

(B) This Separation Agreement shall not affect the rights and responsibilities of the Equal Employment Opportunity Commission (the “EEOC”) or similar federal or state agency to enforce ADEA or other laws, and further acknowledge and agree that this Separation Agreement shall not be used to justify interfering with Employee’s protected right to file a charge or participate in an investigation or proceeding conducted by the EEOC or similar federal or state agency. Accordingly, nothing in this Separation Agreement shall preclude Employee from filing a charge with, or participating in any manner in an investigation, hearing or proceeding conducted by, the EEOC or similar federal or state agency, but Employee hereby waives any and all rights to recover under, or by virtue of, any such investigation, hearing or proceeding;

(C) Notwithstanding anything set forth in this Separation Agreement to the contrary, nothing in this Separation Agreement shall affect or be used to interfere with Employee’s protected right to test in any court, under the Older Workers’ Benefit Protection Act, or like statute or regulation, the validity of the waiver of rights under ADEA set forth in this Separation Agreement; and

(D) Nothing in this Separation Agreement shall be deemed a waiver or release of, or preclude Employee from exercising, Employee’s rights, if any (i) under Section 601-608 of the Employee Retirement Income Security Act of 1974, as amended, popularly known as COBRA, (ii) Employer’s 401(k) plan, or (iii) with respect to vested stock options, if any, in Employer, subject to the terms of Plan and the corresponding stock option agreements.

14. Opportunity For Review.

(A) **Employee is hereby advised and encouraged by Employer to consult with his own independent counsel before signing this Agreement.** Employee represents and warrants that Employee (i) has had sufficient opportunity to consider this Separation Agreement, (ii) has read this Separation Agreement, (iii) understands all the terms and conditions hereof, (iv) is not incompetent or had a guardian, conservator or trustee appointed for Employee, (v) has entered into this Separation Agreement of Employee’s own free will and volition, (vi) has duly executed and delivered this Separation Agreement, (vii) understands that Employee is responsible for Employee’s own attorneys’ fees and costs, (viii) has been advised and encouraged by Employer to consult with Employee’s own independent counsel before signing this Separation Agreement (ix) has had the opportunity to review this Separation Agreement with counsel of his choice or has chosen voluntarily not to do so, (x) understands that Employee has been given twenty-one (21) days to review this Separation Agreement before signing this Separation Agreement and understands that he is free to use as much or as little of the 21-day period as he wishes or considers necessary before deciding to sign this Separation Agreement, (xi) understands that if Employee does not sign and return this Separation Agreement to Employer (c/o Gary Langford) on or before February 14, 2013 (but not prior to the Separation Date), Employer shall have no obligation to enter into this Separation Agreement, Employee shall not be entitled to receive the Separation Payment or the Covenants Modification, and the Separation Date shall be unaltered, and (xii) understands that this Separation Agreement is valid, binding, and enforceable against the parties hereto in accordance with its terms.

(B) This Separation Agreement shall be effective and enforceable on the eighth (8th) day after execution and delivery to Employer (c/o Gary Langford) by Employee. The parties hereto understand and agree that Employee may revoke this Separation Agreement after having executed and delivered it to Employer (c/o Gary Langford), in writing, provided such writing is received by Employer no later than 11:59 p.m. on the seventh (7th) day after Employee's execution and delivery of this Separation Agreement to Employer. If Employee revokes this Separation Agreement, it shall not be effective or enforceable, Employee shall not be entitled to receive the Separation Payment or the Covenants Modification, and the Separation Date shall be unaltered.

15. Section 409A

(A) This Separation Agreement is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations promulgated thereunder ("Section 409A"). To the extent that any provision in this Agreement is ambiguous as to its compliance with Section 409A, the provision shall be read in such a manner so that no payments due under this Agreement shall be subject to an "additional tax" as defined in Section 409A(a)(1)(B) of the Code. For purposes of Section 409A, each payment made under this Agreement shall be treated as a separate payment. In no event may Employee, directly or indirectly, designate the calendar year of payment. Employee understands that any tax liability incurred by Employee under Section 409A is solely the responsibility of Employee.

(B) All reimbursements, if any, provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A, including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during Employee's lifetime (or during a shorter period of time specified in this Agreement), (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year, (iii) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement is not subject to liquidation or exchange for another benefit.

(C) This Separation Agreement is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and shall be interpreted and construed consistently with such intent. The payments to Employee pursuant to this Separation Agreement are also intended to be exempt from Section 409A of the Code to the maximum extent possible, under either the separation pay exemption pursuant to Treasury regulation §1.409A-1(b)(9)(iii) or as short-term deferrals pursuant to Treasury regulation §1.409A-1(b)(4). In the event the terms of this Separation Agreement would subject Employee to taxes or penalties under Section 409A of the Code ("409A Penalties"), Employer and Employee shall cooperate diligently to amend the terms of this Separation Agreement to avoid such 409A Penalties, to the extent possible; provided that in no event shall Employer be responsible for any 409A Penalties that arise in connection with any amounts payable under this Separation Agreement.

16. Indemnification. The agreements and obligations of Employer (including, without limitation, Employer's obligations pertaining to officers' and directors' or similar liability insurance) set forth in the indemnification agreement between Employer and Employee dated September 25, 2012 (the "Indemnification Agreement") shall survive the termination of Employee's employment with Employer in accordance with the terms set forth in Article II thereof.

17. Mitigation. Employee shall not be required to mitigate the amount of any payment provided for in this Separation Agreement by seeking other employment or otherwise. Employer shall not be entitled to set off against the amounts payable to Employee under this Separation Agreement any amounts earned by Employee in other employment after termination of his employment with Employer, or any amounts which might have been earned by Employee in other employment had he sought such other employment.

18. Amendment; Entire Agreement. This Separation Agreement may be amended or canceled only by mutual agreement of the parties in writing. Except as otherwise noted herein this Separation Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, if any, between the parties relating to the subject matter hereof.

[signature page follows]

Agreed to and accepted on this 25th day of January, 2013.

Witness:

/s/ Lindsay Kirk

Lindsay Kirk

Agreed to and accepted on this 25th day of January, 2013.

EMPLOYEE:

/s/ Michael A. Bauer

Michael A. Bauer

EMPLOYER:

REVOLUTION LIGHTING TECHNOLOGIES, INC.

By: /s/ Gary Langford

Gary Langford, Chief Financial Officer

PRESS RELEASE

For more information:

Gary Langford, Chief Financial Officer, Revolution Lighting Technologies, Inc.
704-405-0416

**Revolution Lighting Appoints Charles Schafer as
New President and Chief Financial Officer**

CHARLOTTE, N.C., Jan. 24, 2013 – Revolution Lighting Technologies, Inc. (RVLT), a leader in advanced LED lighting technology, today announced the appointment of Charles J. Schafer as President and Chief Financial Officer, effective January 29, 2013. Charlie was selected to lead the company in its next phase of growth based on his long track record of developing and executing successful growth strategies in the high technology arenas, as well as his accomplishments in building and driving organizations to peak performance.

Charlie will replace Mike Bauer, who served as President and CEO and will be departing the company for new opportunities on January 29th.

“We are proud to have Charlie join the Revolution Lighting team,” said Robert V. LaPenta, Chairman of the Revolution Lighting Board of Directors. Over the past 30 years, Charlie has held senior management and executive positions at several companies including L-3 Communications, Corp., Lockheed Martin and Loral Corp. Charlie has a M.S. from Columbia University Graduate School of Business and B.S. with honors from New York Institute of Technology in Accounting.

“This is an exciting time to join the team at Revolution Lighting, as businesses, municipalities and governments worldwide are poised to embrace the inherent benefits of LED lighting,” commented Schafer. “I expect by working with the management team and Aston Capital to accelerate growth by leveraging the Company’s core competencies in excellence in innovation and differentiated brand development. I am excited by the potential and ready to get started.”

For more information, please visit the Revolution Lighting Technologies, Inc. web site at www.rvlti.com.

Certain of the above statements contained in this press release are forward-looking statements that involve a number of risks and uncertainties, including the satisfaction of closing conditions prior to the consummation of the acquisition of Seesmart and the anticipated benefits of such acquisition. Such forward-looking statements are within the meaning of that term in Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Reference is made to Revolution Lighting’s filings under the Securities Exchange Act for additional factors that could cause actual results to differ materially. Revolution Lighting Technologies, Inc. undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise. Readers are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and that actual results may differ materially from those indicated in the forward-looking statements as a result of various factors. Readers are cautioned not to place undue reliance on these forward-looking statements.