
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 30, 2014

**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
(I.R.S. employer
identification no.)

177 BROAD STREET, STAMFORD, CONNECTICUT 06901
(Address of principal executive offices) (Zip code)

Registrant's telephone number, including area code: (203) 504-1111

Not Applicable
(Former name or former address, if changed since last report.)

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

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On June 30, 2014, Revolution Lighting Technologies, Inc. (“Revolution” or the “Company”) entered into an Exchange Agreement (the “Exchange Agreement”) with Aston Capital, LLC (“Aston”) and RVL 1 LLC (“RVL”, and together with Aston, the “Investors”) and closed the transactions contemplated by the Exchange Agreement. RVL is an affiliate of Aston and Robert V. LaPenta, Revolution’s Chairman and Chief Executive Officer. Pursuant to the Exchange Agreement, the Company issued to Aston 10,955.61 shares of Series G Preferred Stock in exchange for \$10,955,609.09 of the entire outstanding principal amount of, and the accrued and unpaid interest on, that certain promissory note, dated April 17, 2014, made by the Company in favor of Aston in the original principal amount of \$10,759,288.91, the proceeds of which were used to fund the Company’s acquisition of Value Lighting, LLC. Pursuant to the Exchange Agreement, the Company issued to Aston 1,640.08 shares of Series G Preferred Stock in exchange for \$1,640,085.35, which represents a portion of the outstanding principal amount of, and the accrued and unpaid interest on, that certain promissory note, dated February 25, 2014, made by the Company in favor of Aston in the original principal amount of \$3,500,000 (the “February Note”). The Company issued an amended and restated promissory note in favor of Aston, on the same terms and conditions as the February Note, to reflect the reduced principal amount. Pursuant to the Exchange Agreement, the Company issued to RVL 5,404.31 shares of the Company’s newly-created Series G Senior Convertible Redeemable Preferred Stock, \$0.001 par value per share (the “Series G Preferred Stock”) in exchange for 5,000 shares (including accrued and unpaid dividends thereon) of the Company’s Series F Senior Convertible Redeemable Preferred Stock, \$0.001 par value per share (the “Series F Preferred Stock”), held by RVL.

The Series G Preferred Stock is voting and convertible into shares of the Company’s common stock, \$0.001 par value per share (the “Common Stock”) at any time at the option of the holder at a conversion price per share equal to \$2.30 (the “Conversion Price”).

For so long as shares of Series G Preferred Stock are outstanding, the Company will be prohibited from taking certain actions specified in the Series G Certificate of Designations (as defined below) without the consent of the holders of at least a majority of the then outstanding shares of Series G Preferred Stock, including, among other things, authorization of additional shares of capital stock, increases in the size of the Board, declaration of dividends, consummation of certain business combination transactions, and incurrence of indebtedness and liens.

The Series G Preferred Stock will have a liquidation preference (the “Liquidation Preference”) per share equal to the greater of (i) \$1,000 (subject to customary adjustments with respect to events affecting the Series G Preferred Stock) plus accrued but unpaid dividends and (ii) such amount as would have been received had the Series G Preferred Stock converted into Common Stock immediately prior to the liquidation.

The Company has the option to redeem all or any part of the Series G Preferred Stock for cash at any time subject to the Investor’s right to convert and require delivery of shares of common stock. The redemption price to be paid by the Company is the Liquidation Preference per share plus \$900,000.00, if the Company redeems the Series G shares on or prior to the second anniversary of the date of the original issuance of shares of Series G Preferred Stock (the “Original Issue Date”), or the Liquidation Preference, if the Company redeems the Series G shares after the second anniversary of the Original Issue Date. At the option of the holders of two-thirds (2/3rds) of the then-outstanding shares of Series G Preferred Stock, the Company must redeem the number of shares of Series G Preferred Stock so requested for cash at the Liquidation Preference. Such option can only be exercised on or after the third anniversary of the Original Issue Date.

Each share of Series G Preferred Stock shall be entitled to receive cumulative dividends payable at a rate per annum of nine percent (9%) of the Series G Stated Value (as defined in the Series G Certificate of Designations) then in effect (the “Series G Dividend”). Such dividends shall be payable either (i) in cash

or (ii) in kind; provided, the Company shall not make any Series G dividend payments in kind through the issuance of additional Series G Preferred Stock to the extent (and only to the extent) such issuance would require the prior approval of the stockholders of the Company pursuant to NASDAQ Listing Rule 5636, and in lieu of such issuance, the Company will make such Series G dividend payments in cash. To the extent funds are legally available and the Company is not contractually prohibited from paying such Series G Dividend, the Series G Dividend must be declared and paid from and including the Original Issue Date on each six-month anniversary of the Original Issue Date.

In connection with the Exchange Agreement, the Company entered into a Registration Rights Agreement Acknowledgement and Joinder pursuant to which the Company acknowledged that the Registration Rights Agreement, disclosed in the Company's Current Report on Form 8-K filed with the SEC on September 26, 2012 (the "Registration Rights Agreement"), which is applicable to shares of Common Stock issuable upon conversion of other existing series of preferred stock held by the Investors, is also applicable to the shares of Common Stock issuable upon conversion of the Series G Preferred Stock, and Aston agreed to be bound by the terms and conditions of the Registration Rights Agreement.

The Exchange Agreement was approved by the Audit Committee of the Board.

The foregoing is a summary of the material terms of the Exchange Agreement and the Series G Preferred Stock. Investors are encouraged to review the entire text of the Exchange Agreement and the Series G Certificate of Designations, copies of which are filed as Exhibit 10.1 and Exhibit 3.1 to this Report, respectively, and incorporated herein by reference.

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

The disclosure under Item 1.01 is incorporated by reference in its entirety in this Item 2.03.

As more fully described in Item 1.01, the Series G Preferred Stock is redeemable at the Company's option at any time subject to the Investors' right to convert and require delivery of shares of Common Stock. Similarly, the holders of two-thirds (2/3rds) of the then-outstanding shares of Series G Preferred Stock have the option to require the Company to redeem all or any portion of the Series G Preferred Stock at any time after the third anniversary of the Original Issue Date.

Item 3.02 Unregistered Sales of Equity Securities.

Reference is made to the disclosure set forth in Items 1.01 above as to the Series G Preferred Stock issued to the Investors. All shares to be issued pursuant to the Exchange Agreement were issued without registration under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to Section 4(2) of the Securities Act and Regulation D promulgated pursuant thereto.

Item 3.03 Material Modification to Rights of Security Holders.

The disclosures under Items 1.01 are incorporated by reference in their entirety in this Item 3.03.

Pursuant to the Exchange Agreement, the Company issued 18,000 shares of Series G Preferred Stock, the terms of which are more fully described in the Certificate of Designations with respect to the Series G Preferred Stock (the "Series G Certificate of Designations").

The foregoing is a summary of the material terms of the Series G Preferred Stock. Investors are encouraged to review the entire text of the Series G Certificate of Designations, a copy of which is filed as Exhibit 3.1 to this Report, and is incorporated herein by reference.

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

The disclosure under Item 3.03 is incorporated by reference in its entirety in this Item 5.03.

On June 30, 2014, the Company filed the Series G Certificate of Designations with the Secretary of State of the State of Delaware establishing the rights, preferences, privileges and restrictions applicable to the Series G Preferred Stock. The Series G Certificate of Designations became effective upon filing.

On July 3, 2014, the Company filed a Certificate of Elimination with the Secretary of State of the State of Delaware to eliminate its Series D Convertible Preferred Stock, \$0.001 par value per share, of the Company (the “Series D Preferred Stock”, and such certificate, the “Series D Certificate of Elimination”). The Series D Certificate of Elimination (i) eliminated the previous designation of 13,000 shares of the Series D Preferred Stock, none of which were outstanding at the time of filing, and (ii) eliminated from the Certificate of Incorporation, as amended, of the Company all matters related to the Series D Preferred Stock set forth in the Certificate of Designations, Preferences and Rights with respect to the Series D Preferred Stock. A copy of the Series D Certificate of Elimination is filed herewith as Exhibit 3.2 and is incorporated by reference herein.

On July 3, 2014, the Company filed a Certificate of Elimination with the Secretary of State of the State of Delaware to eliminate its Series F Preferred Stock (the “Series F Certificate of Elimination”). The Series F Certificate of Elimination (i) eliminated the previous designation of 10,000 shares of the Series F Preferred Stock, none of which were outstanding at the time of filing, and (ii) eliminated from the Certificate of Incorporation, as amended, of the Company all matters related to the Series F Preferred Stock set forth in the Certificate of Designations, Preferences and Rights with respect to the Series F Preferred Stock. A copy of the Series F Certificate of Elimination is filed herewith as Exhibit 3.3 and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits**

<u>Exhibit No.</u>	<u>Description</u>
3.1	Certificate of Designations, Preferences and Rights of the Series G Senior Convertible Redeemable Preferred Stock of Revolution Lighting Technologies, Inc.
3.2	Certificate of Elimination of the Series D Convertible Preferred Stock of Revolution Lighting Technologies, Inc.
3.3	Certificate of Elimination of the Series F Senior Convertible Redeemable Preferred Stock of Revolution Lighting Technologies, Inc.
10.1	Exchange Agreement, dated June 30, 2014, by and among Revolution Lighting Technologies, Inc., RVL 1 LLC and Aston Capital, LLC.

SIGNATURES

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

July 3, 2014

REVOLUTION LIGHTING TECHNOLOGIES, INC.

/s/ Charles J. Schafer

Name: Charles J. Schafer

Title: President and Chief Financial Officer

EXHIBIT INDEX

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**CERTIFICATE OF DESIGNATIONS, PREFERENCES
AND RIGHTS OF THE
SERIES G SENIOR CONVERTIBLE REDEEMABLE PREFERRED STOCK
OF
REVOLUTION LIGHTING TECHNOLOGIES, INC.**

Pursuant to Section 151 of the
Delaware General Corporation Law

Revolution Lighting Technologies, Inc. (the “**Corporation**”), a corporation organized and existing under the laws of the State of Delaware, hereby certifies that pursuant to the provisions of Section 151 of the Delaware General Corporation Law, its Board of Directors adopted the following resolutions, which resolutions remain in full force and effect as of the date hereof:

WHEREAS, the Board of Directors of the Corporation is authorized to fix by resolution the designation of preferred stock and the powers, preferences and relative participating, optional or other special rights and qualifications, limitations or restrictions thereof; and

WHEREAS, it is the desire of the Board of Directors of the Corporation, pursuant to its authority as aforesaid, to authorize and fix the terms of the preferred stock to be designated the Series G Senior Convertible Redeemable Preferred Stock of the Corporation and the number of shares constituting such preferred stock;

NOW, THEREFORE, BE IT RESOLVED, that the Corporation be, and hereby is, authorized to issue a new series of its preferred stock, par value \$0.001 per share, on the following terms and with the following designations, power, preferences and rights:

1. **CERTAIN DEFINITIONS.** Unless the context otherwise requires, when used herein the following terms shall have the meaning indicated.

“**Acquisition**” shall have the meaning set forth in Section 6(b)(vii) hereof.

“**Affiliate**” shall mean, in respect of any Person, any other Person that is directly or indirectly controlling, controlled by, or under common control with such Person or any of its Subsidiaries, and the term “**control**” (including the terms “controlled by” and “under common control with”) means having, directly or indirectly, the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or by contract or otherwise.

“**Available Funds and Assets**” shall have the meaning set forth in Section 5(a) hereof.

“**Average Closing Price**” shall mean an amount equal to the volume-weighted average (rounded to the nearest 1/10,000 or if there shall not be a nearest 1/10,000, to the next highest 1/10,000) of the daily volume-weighted average price of a share of Common Stock on any national securities exchange on which Common Stock is listed (as reported by Bloomberg Financial Markets) for the twenty (20) trading days ending with the trading day preceding the Dividend Payment Date.

“Board” shall mean the Board of Directors of the Corporation.

“Business Combination” shall mean (i) any reorganization, consolidation, merger, share exchange, business combination, recapitalization or similar transaction involving the Corporation (or any Subsidiary) with any Person or (ii) the sale, assignment, conveyance, transfer, lease or other disposition by the Corporation (or any Subsidiary) of all or substantially all of its assets (tangible or intangible).

“Business Day” shall mean any day other than a Saturday, Sunday or a day on which the banks in New York, New York are authorized by law or executive order to be closed.

“Conversion Date” shall have the meaning set forth in Section 7(a) hereof.

“Common Stock” shall mean shares of common stock, par value \$0.001 per share, of the Corporation.

“Common Stock Event” shall mean at any time after the Original Issue Date, (i) the issue by the Corporation of additional shares of Common Stock as a dividend or other distribution on outstanding Common Stock, (ii) a subdivision of the outstanding shares of Common Stock into a greater number of shares of Common Stock, or (iii) a combination of the outstanding shares of Common Stock into a smaller number of shares of Common Stock.

“Corporation Redemption Date” shall have the meaning set forth in Section 8(b)(ii) hereof.

“Corporation Redemption Price” shall have the meaning set forth in Section 8(b) hereof.

“Dividend Payment Date” shall have the meaning set forth in Section 4(b) hereof.

“Dividend Rate” shall have the meaning set forth in Section 4(a) hereof.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

“Fair Market Value” shall mean an amount equal to the per share closing price of the Common Stock on the NASDAQ (or if the Common Stock is not then traded on the NASDAQ, on a similar national securities exchange or national quotation system) for the relevant determination date or, if the relevant determination date is not a Trading Day, on the Trading Day immediately prior to the relevant determination date (as reported on the website of the NASDAQ, or, if not reported thereby, any other authoritative source).

“Final Redemption Date” shall have the meaning set forth in Section 8(b)(ii) hereof.

“Junior Securities” shall have the meaning set forth in Section 3 hereof.

“Liquidation Preference” shall have the meaning set forth in Section 5(a) hereof.

“NASDAQ” shall mean the NASDAQ Stock Market.

“Original Issue Date” shall mean, with respect to any shares of Series G Preferred Stock, the date of issuance of such shares of Series G Preferred Stock.

“Parity Securities” shall have the meaning set forth in Section 3 hereof.

“Person” shall mean an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act).

“Redemption Date” shall have the meaning set forth in Section 8(a)(i) hereof.

“Redemption Price” shall have the meaning set forth in Section 8(a)(i) hereof.

“Redemption Request” shall have the meaning set forth in Section 8(a)(i) hereof.

“Series B Preferred Stock” shall mean shares of Series B Convertible Preferred Stock, par value \$0.001 per share, of the Corporation.

“Series C Preferred Stock” shall mean shares of Series C Senior Convertible Preferred Stock, par value \$0.001 per share, of the Corporation.

“Series D Preferred Stock” shall mean shares of Series D Convertible Preferred Stock, par value \$0.001 per share, of the Corporation.

“Series E Preferred Stock” shall mean shares of Series E Senior Convertible Redeemable Preferred Stock, par value \$0.001 per share, of the Corporation.

“Series F Preferred Stock” shall mean shares of Series F Senior Convertible Redeemable Preferred Stock, par value \$0.001 per share, of the Corporation.

“Series G Preferred Stock” shall have the meaning set forth in Section 2 hereof.

“Series G Conversion Price” shall have the meaning set forth in Section 7(a) hereof.

“Series G Dividend” shall have the meaning set forth in Section 4(a) hereof.

“Series G Holder” shall mean a holder of outstanding shares of Series G Preferred Stock.

“Series G Stated Value” shall mean, with respect to each share of Series G Preferred Stock, One Thousand Dollars (\$1,000), which Series G Stated Value shall be subject to appropriate adjustment from time to time in the event of any stock dividend, stock split, reverse stock split, reclassification, stock combination or other recapitalization affecting the Series G Preferred Stock.

“Subsidiary” of a Person shall mean (i) a corporation, a majority of whose stock with voting power, under ordinary circumstances, to elect directors is at the time of determination, directly or indirectly, owned by such Person or by one or more Subsidiaries of such Person, or (ii) any other entity (other than a corporation) in which such Person or one or more Subsidiaries of such Person, directly or indirectly, at the date of determination thereof has at least a majority ownership interest.

“Trading Day” shall mean a day on which the NASDAQ, or if the Corporation’s shares of Common Stock cease to be quoted on the NASDAQ, the principal national securities exchange or

national quotation system on which the Corporation's securities are listed, is open for trading, and only includes those days that have a scheduled closing time of 4:00 p.m. (New York City time) or the then standard closing time for regular trading on the relevant exchange or quotation system.

2. **NUMBER OF SHARES AND DESIGNATION.** Thirty-Six Thousand (36,000) shares of preferred stock of the Corporation shall constitute a series of preferred stock, par value \$0.001 per share, of the Corporation designated as Series G Senior Convertible Redeemable Preferred Stock (the "**Series G Preferred Stock**"). Each share of Series G Preferred Stock shall rank equally in all respects and shall be subject to the following provisions of this Certificate.

3. **RANK.** The Series G Preferred Stock shall, with respect to payment of dividends and rights (including as to the distribution of assets) upon liquidation, dissolution or winding up of the affairs of the Corporation rank (i) senior to the Common Stock, the Series D Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock, the Series E Preferred Stock, the Series F Preferred Stock, and to each other class of capital stock of the Corporation or series of preferred stock of the Corporation existing or hereafter created, the terms of which do not expressly provide that it ranks senior to, or on a parity with, the Series G Preferred Stock as to dividend distributions and rights upon liquidation, winding-up and dissolution of the Corporation (collectively referred to herein as the "**Junior Securities**"), and (ii) on a parity with any class of capital stock of the Corporation or series of preferred stock of the Corporation hereafter created the terms of which expressly provide that such class or series will rank on a parity with the Series G Preferred Stock as to dividend distributions and rights upon liquidation, winding-up and dissolution (collectively referred to as "**Parity Securities**"). The respective definitions of Junior Securities and Parity Securities shall also include any rights or options exercisable or exchangeable for or convertible into any of the Junior Securities or Parity Securities, as the case may be.

4. **DIVIDENDS.**

(a) Series G Holders, in preference to the holders of shares of Series F Preferred Stock, Series E Preferred Stock, Series C Preferred Stock, Series B Preferred Stock, Series D Preferred Stock, Common Stock and any other capital stock of the Corporation ranking junior to the Series G Preferred Stock as to payment of dividends, shall be entitled to receive, the Corporation shall be required to pay, and the Board shall be required to declare, dividends on each outstanding share of Series G Preferred Stock (the "**Series G Dividend**"), payable at a rate per annum of nine percent (9%) of the Series G Stated Value of each such share of Series G Preferred Stock (the "**Dividend Rate**"). The Series G Dividend will accrue and, at the option of the Series G Holder, be paid either (i) in cash or (ii) in kind through the issuance of such number of shares of Series G Preferred Stock (rounded down to the nearest whole share with any fractional shares being issued in cash in an amount equal to the Series G Stated Value of such fractional share of Series G Preferred Stock) as would be convertible at the then applicable Series G Conversion Price into the number of shares of Common Stock determined by dividing the amount of the total accrued but unpaid dividends then outstanding on each such share of Series G Preferred Stock by the Average Closing Price. Notwithstanding any provision of this agreement to the contrary, the Company shall not make Series G Dividend payments in kind through the issuance of Series G Preferred Stock to the extent (and only to the extent) such issuance would require the prior approval of the stockholders of the Company pursuant to Nasdaq Listing Rule 5635, and in lieu of such issuance, the Company will make such Series G Dividend payments in cash.

(b) The Series G Dividend shall be payable from and including the Original Issue Date on each six-month anniversary of the Original Issue Date (each such date, a “**Dividend Payment Date**”). The Series G Dividend is mandatory and must be declared and paid on each Dividend Payment Date; provided, however, that if (i) a Series G Holder elects to receive any Series G Dividend in cash pursuant to Section 4(a) above and (ii) funds are not legally available to pay the entire dividend owed on any such Dividend Payment Date or the Corporation is contractually prohibited from paying such Series G Dividend, such dividend shall be paid to the fullest extent that the Corporation is contractually permitted to pay such dividend and funds are legally available therefor. In lieu of any unpaid cash dividend, a Series G Holder may elect to receive such unpaid cash dividend in kind in the same manner prescribed in clause (ii) of the last sentence of Section 4(a) above. Any unpaid cash dividends on the Series G Preferred Stock that are not paid in kind pursuant to the immediately preceding sentence shall be cumulative and shall accrue and compound on a quarterly basis at the then applicable Dividend Rate. Provided that the Corporation is not contractually prohibited from paying such Series G Dividend, when additional funds of the Corporation become legally available for payment of any unpaid cash dividends, such funds will be applied immediately toward the unsatisfied payment obligation, ratably to the Series G Holders entitled to such payment.

(c) The amount of Series G Dividends payable for any period less than a full dividend period shall be determined on the basis of a 360 day year. Series G Dividends shall be paid to the Series G Holders of record as each appears in the stock register of the Corporation on the close of business on the Dividend Payment Date. In respect of any partial cash dividends, such cash dividends shall be distributed *pro rata* to all outstanding shares of Series G Preferred Stock.

(d) The Series G Holders shall be entitled to participate equally and ratably with the holders of shares of Common Stock in all dividends and distributions paid (whether in the form of cash, securities, evidences of indebtedness, assets or otherwise, of the Corporation, any of its Subsidiaries or any other Person (or rights, options or warrants to subscribe for or acquire any of the foregoing)) on the shares of Common Stock as if immediately prior to each record date for the payment of dividends to the holders of shares of Common Stock, the shares of Series G Preferred Stock then outstanding were converted into shares of Common Stock (in the manner described in Section 7 below, but without regard to the limitations on conversion therein). Dividends or distributions payable pursuant to the preceding sentence shall be payable on the same date that such dividends or distributions are payable to holders of shares of Common Stock. Each such dividend or distribution shall be payable to the Series G Holders of record as they appear on the stock records of the Corporation at the close of business on the applicable record date, which shall be not more than sixty (60) days nor less than ten (10) days preceding the related dividend or distribution payment date, as shall be fixed by the Board.

(e) If there shall be any dividend or distribution in which Series G Holders shall be entitled to participate pursuant to this Certificate, which is in the form of Common Stock or rights, options or warrants to subscribe for or acquire Common Stock, then such dividend or distribution shall instead be made to such holder in the form of Series G Preferred Stock with the number of shares of Series G Preferred Stock issuable in such dividend or distribution being equal to the number of shares of Series G Preferred Stock that would be convertible under Section 7 (but without regard to the limitations on conversion therein) into the number of shares of Common Stock that such holder would have received in such dividend or distribution, and, in the case of any such

dividend or distribution that is in the form of rights, options or warrants to subscribe for or acquire Common Stock, a number of rights, options or warrants to subscribe for or acquire shares of Series G Preferred Stock (with (i) such number of shares of Series G Preferred Stock being equal to the number of shares of Series G Preferred Stock that would be convertible under Section 7 (but without regard to the limitations on conversion therein) into the number of shares of Common Stock that such rights, options or warrants would have covered had such rights, options or warrants been to subscribe for or acquire Common Stock and (ii) such other terms of the rights, options or warrants (including exercise price and other terms) being such that such rights, option or warrants have equivalent economic and other terms as the rights, options or warrants to subscribe for or acquire Common Stock).

5. LIQUIDATION PREFERENCE.

(a) Liquidation Preference. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the Series G Holders shall, with respect to each share of Series G Preferred Stock, be entitled to be paid in redemption of such share out of the assets of the Corporation available for distribution to its stockholders ("**Available Funds and Assets**") an amount equal to the greater of (i) \$1,000 per share of Series G Preferred Stock (which shall be subject to appropriate adjustment from time to time in the event of any stock dividend, stock split, reverse stock split, reclassification, stock combination or other recapitalization affecting the Series G Preferred Stock), before any distribution is made to holders of shares of Common Stock plus an amount equal to all dividends (whether or not earned or declared) accrued and unpaid thereon to the date of final distributions to such holders (the "**Liquidation Preference**"), and (ii) the amount that would have been received pursuant to Section 5(b) if such share of Series G Preferred Stock had been converted into Common Stock immediately prior to the date on which holders of Common Stock shall become entitled to such payment or distribution, without giving effect to the prior payment of any Liquidation Preference pursuant to this Section 5(a). If upon any liquidation, dissolution or winding up of the Corporation, the Available Funds and Assets shall be insufficient to permit the payment to Series G Holders of the aggregate Liquidation Preference described in this Section 5(a), then the entire Available Funds and Assets shall be distributed among the Series G Holders pro rata, according to the number of outstanding shares of Series G Preferred Stock held by each holder thereof. Neither a consolidation, merger, share exchange or similar transaction involving the Corporation and any other entity, nor a sale or transfer of all or any part of the Corporation's assets for cash, securities or other property, shall be considered a liquidation, dissolution or winding up of the Corporation within the meaning of this Section 5.

(b) Remaining Assets. If there are any Available Funds and Assets remaining after the payment or distribution (or the setting aside for payment or distribution) to the Series G Holders of the Liquidation Preference described above in Section 5(a), then all such remaining Available Funds and Assets shall be distributed to the holders of Junior Securities (other than Common Stock) pursuant to their respective terms; and finally, pro rata among the holders of Common Stock according to the number of shares of Common Stock held by each holder thereof.

(c) Non-Cash Consideration. If any assets of the Corporation distributed to stockholders in connection with any liquidation, dissolution or winding up of the Corporation are in a form other than cash, then the value of such assets shall be their fair market value as determined by the Board in good faith, except that any securities to be distributed to stockholders in a liquidation, dissolution or winding up of the Corporation shall be valued as follows:

(i) The method of valuation of securities not subject to investment letter or other similar restrictions on free marketability shall be as follows:

(1) if the securities are then listed on NASDAQ or traded on a national securities exchange (or any national stock exchange or national quotation system), then the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the twenty (20) day period ending three (3) days prior to the distribution; and

(2) if (i) above does not apply but the securities are actively traded over-the-counter, then, unless otherwise specified in a definitive agreement for the acquisition of the Corporation, the value shall be deemed to be the average of the closing bid prices over the twenty (20) calendar day period ending three (3) trading days prior to the distribution; and

(3) if there is no active public market, then the value shall be the fair market value thereof, as determined in good faith by the Board.

(ii) The method of valuation of securities subject to investment letter or other restrictions on free marketability shall be to make an appropriate discount from the market value determined as above in subparagraphs (i)(1), (2) or (3) of this subsection to reflect the approximate fair market value thereof, as determined in good faith by the Board.

6. VOTING RIGHTS.

(a) Protective Provisions. Except as otherwise provided herein or as required by applicable law, the Series G Holders shall be entitled to vote on all matters on which the holders of Common Stock shall be entitled to vote, in the same manner and with the same effect as the holders of Common Stock, voting together with the holders of Common Stock as a single class. For purposes of this Section 6, the Series G Holders shall be given notice of any meeting of stockholders as to which the holders of Common Stock are given notice in accordance with the by-laws of the Corporation. As to any matter on which the Series G Holders shall be entitled to vote in accordance with the first sentence of this Section 6(b), each Series G Holder shall have a number of votes per share of Series G Preferred Stock held of record by such holder on the record date for the meeting of stockholders, if such matter is subject to a vote at a meeting of stockholders, or on the effective date of any written consent, if such matter is subject to a written consent of the stockholders without a meeting of stockholders, equal to the number of shares of Common Stock into which such share of Series G Preferred Stock is then convertible on such record date or effective date, as the case may be, in accordance with Section 7 hereof (without regard to the limitations on conversion set forth therein); provided, however, that any Series G Holder shall not be entitled to cast votes for the number of shares of Common Stock issuable upon conversion of such shares of Series G Preferred Stock held by such holder that exceeds the quotient of (x) the aggregate purchase price paid by such Series G Holder for its shares of Series G Preferred Stock divided by (y) \$2.30. Notwithstanding the foregoing proviso, nothing herein shall restrict (i) any Series G Holder from being entitled to vote at any meeting of stockholders of the Corporation or in any action by written consent of stockholders, any shares of Series G Preferred Stock on any matter on which the Series G Holders are entitled to vote as a separate class or (ii) the right of any Series G Holder to vote any outstanding shares of Common Stock, whether acquired upon conversion of the Series G Preferred Stock or otherwise.

(b) As long as shares of Series G Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote or written consent of at least a majority of the then outstanding shares of Series G Preferred Stock, directly or indirectly, take (and shall not permit any Subsidiary to take) any of the following actions or agree to take any of the following actions:

(i) amend, alter or repeal any of the provisions of the Corporation's Restated Certificate of Incorporation or Bylaws or this Certificate of Designations, Preferences and Rights, or in any way change the preferences, privileges, rights or powers with respect to the Series G Preferred Stock or reclassify any class of stock, including, without limitation, by way of merger or consolidation;

(ii) authorize, create, designate, issue or sell any (A) class or series of capital stock (including shares of treasury stock), (B) rights, options, warrants or other securities convertible into or exercisable or exchangeable for capital stock or (C) any debt security which by its terms is convertible into or exchangeable for any capital stock or has any other equity feature or any security that is a combination of debt and equity, which capital stock, in each case, is senior to or *pari passu* with the Series G Preferred Stock;

(iii) increase the size of the board of directors to greater than eight (8) members;

(iv) increase or decrease the number of authorized shares of any class of capital stock of the Corporation;

(v) agree to any restriction on the Corporation's ability to satisfy its obligations hereunder to Series G Holders or the Corporation's ability to honor the exercise of any rights of the Series G Holders;

(vi) directly or indirectly declare or pay any dividend or make any distribution (whether in cash, shares of capital stock of the Corporation, or other property) on shares of capital stock of the Corporation, or redeem, purchase or otherwise acquire for value (including through an exchange), or set apart money or other property for any mandatory purchase or analogous fund for the redemption, purchase or acquisition of any shares of capital stock of the Corporation (except with respect to the repurchase of shares of Common Stock held by employees, officers or directors of the Corporation, which has been approved by the Board);

(vii) consummate (A) a Business Combination which results in the stockholders of the Corporation (or any Subsidiary) owning less than fifty percent (50%) of the outstanding capital stock of the surviving entity; (B) the issuance and/or sale by the Corporation (or any Subsidiary) in one or a series of related transactions of shares of its common stock (or securities convertible or exchangeable into or exercisable for shares of its common stock) constituting a majority of the shares of common stock outstanding immediately following such issuance (treating all securities convertible or exchangeable into or exercisable for shares of common stock as having been fully converted, exchanged and exercised); (C) any sale, assignment, conveyance, transfer, lease or other disposition of all or substantially all of the assets (tangible or intangible) of the Corporation (or any Subsidiary) and (D) any other form of acquisition or business combination where the Corporation (or any Subsidiary) is the target of such acquisition and where a change in control occurs such that the Person(s) seeking to acquire the Corporation (or any Subsidiary) has the power to elect a majority of its board of directors as a result of the transaction (each such event an "**Acquisition**") or enter into an agreement with respect to an Acquisition;

(viii) materially change the nature or scope of the business of the Corporation (or any Subsidiary);

(ix) consummate or agree to make any sale, transfer, assignment, pledge, lease, license or similar transaction by which the Corporation (or any Subsidiary) grants on an exclusive basis any rights to any of the Corporation's (or any Subsidiary's) intellectual property;

(x) create, incur, assume or suffer to exist, any lien, charge or other encumbrance on any of its (or any Subsidiary's) properties or assets, other than liens of carriers, warehousemen, artisans, bailees, mechanics and materialmen incurred in the ordinary course of business securing sums not overdue;

(xi) approve the annual budget of the Corporation and/or any Subsidiary or any changes thereto;

(xii) incur any indebtedness for borrowed money (whether directly or indirectly through an Affiliate or otherwise) in excess of twenty-five thousand dollars (\$25,000) in one or a series of related transactions other than trade payables incurred in the ordinary course of business or indebtedness provided for in and consistent with the approved current annual budget;

(xiii) increase the compensation or benefits payable or to become payable to its directors or executive officers other than pursuant to the terms of any agreement as in effect prior to the date hereof;

(xiv) make any loans to its directors, officers or shareholders;

(xv) assume, endorse or become liable for or guaranty the obligations of any Person; or

(xvi) cancel any liability or debt owed to it, except for consideration equal to or exceeding the outstanding balance of such liability or debt, and in any event, in the ordinary course of business.

As to any of the matters set forth in clauses (i)—(xvi) above, each Series G Holder shall have one vote for each share of Series G Preferred Stock held of record by such holder on the record date for the meeting of stockholders, if such matter is subject to a vote at a meeting of stockholders, or on the effective date of any written consent, if such matter is subject to a written consent of the stockholders without a meeting of stockholders.

7. CONVERSION.

(a) Optional Conversion. Subject to the terms and conditions of this Section 7 (including without limitation the last sentence of this Section 7(a)), each Series G Holder shall have the right, at its option at any time, to convert any shares of Series G Preferred Stock then held by such Series G Holder into such number of fully paid and nonassessable shares of Common Stock as is obtained by: (i) multiplying the number of shares of Series G Preferred Stock to be converted by

the Series G Stated Value; and (ii) dividing the result obtained pursuant to clause (i) above by the Series G Conversion Price then in effect. The date of such conversion (the “**Conversion Date**”) shall be the date that such holder delivers written notice to the transfer agent for the Series G Preferred Stock (or at the principal offices of the Corporation if the Corporation serves as its own transfer agent), that such holder elects to convert such number of shares as is set forth in such notice. The “**Series G Conversion Price**” shall initially be \$2.30, and shall be subject to adjustment as described in this Section 7.

(b) Mechanics of Conversion.

(i) On the Conversion Date: (A) the Person in whose name or names any certificate or certificates for shares of Common Stock shall be issuable upon conversion shall be deemed to have become the holder of record of the shares of Common Stock represented thereby at such time, and (B) the shares of Series G Preferred Stock so converted shall no longer be deemed to be outstanding, and all rights of a holder with respect to such shares shall immediately terminate except the right to receive the Common Stock and other amounts payable pursuant to this Section 7. All shares of Common Stock delivered upon conversion of the Series G Preferred Stock will, upon delivery, be duly and validly authorized and issued, fully paid and nonassessable, free from all preemptive rights and free from all taxes, liens, security interests and charges (other than liens or charges created by or imposed upon the holder or taxes in respect of any transfer occurring contemporaneously therewith).

(ii) Holders of shares of Series G Preferred Stock at the close of business on the record date for any payment of a dividend in which shares of Series G Preferred Stock are to participate pursuant to Section 4 hereof shall be entitled to receive the dividend payable on such shares on the corresponding dividend payment date notwithstanding the conversion thereof following such dividend payment record date and prior to such dividend payment date, and a holder of shares of Series G Preferred Stock on a dividend payment record date whose shares of Series G Preferred Stock have been converted pursuant to Section 7(a) into shares of Common Stock on such dividend payment date will receive the dividend payable by the Corporation on such shares of Series G Preferred Stock if and when paid, and the converting holder need not include payment of the amount of such dividend upon conversion of shares of Series G Preferred Stock pursuant to Section 7(a).

(iii) The Corporation will at all times reserve and keep available, free from preemptive rights, out of its authorized but unissued Common Stock, solely for the purpose of effecting conversions of the Series G Preferred Stock, the aggregate number of shares of Common Stock issuable upon conversion of the Series G Preferred Stock (as if all shares of Series G Preferred Stock are so convertible). The Corporation will use its best efforts to procure, at its sole expense, the listing of all shares of Common Stock issuable upon conversion of Series G Preferred Stock, subject to issuance or notice of issuance, on the principal domestic stock exchange on which the Common Stock is then listed or traded; provided, that in no event shall the Corporation be required to redeem such shares or make any cash payments in respect of such shares or the conversion thereof if it is unable to procure such listing. The Corporation will take all action as may be necessary to ensure that all shares of Common Stock issuable upon conversion of Series G Preferred Stock will be issued without violation of any applicable law or regulation or of any requirement of any securities exchange on which the shares of Common Stock are listed or traded.

(iv) Issuances of certificates for shares of Common Stock upon conversion of the Series G Preferred Stock shall be made without charge to the holder of shares of Series G Preferred Stock or any of its transferees for any issue or transfer tax or other incidental expense in respect of the issuance of such certificates, all of which taxes and expenses shall be paid by the Corporation.

(v) In connection with the conversion of any shares of Series G Preferred Stock, no fractions of shares of Common Stock shall be issued, but in lieu thereof the Corporation shall pay cash in respect of such fractional interest in an amount equal to such fractional interest multiplied by the Fair Market Value per share of Common Stock on the Conversion Date.

(vi) The Corporation shall procure that each share of Common Stock issued as a result of conversion of Series G Preferred Stock shall be accompanied by any rights associated generally with each other share of Common Stock outstanding as of the applicable Conversion Date.

(c) Adjustments to Conversion Price. From and after the date of this Certificate, the Series G Conversion Price shall be adjusted from time to time as follows:

(i) Common Stock Event. Upon the occurrence of a Common Stock Event, the Series G Conversion Price in effect at the time of the record date for such dividend or distribution or the effective date of such subdivision, combination or reclassification shall be adjusted to the number obtained by multiplying the Series G Conversion Price theretofore in effect by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such action, and the denominator of which shall be the number of shares of Common Stock outstanding immediately following such action.

(ii) Adjustments for Other Dividends and Distributions. If at any time or from time to time after the date of the original issuance of shares of Series G Preferred Stock, the Corporation pays a dividend or makes another distribution to the holders of the Common Stock payable in securities of the Corporation, other than an event constituting a Common Stock Event then, in each such event, provision shall be made so that the Series G Holders shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable upon conversion thereof, the amount of securities of the Corporation which they would have received had their Series G Preferred Stock been converted into Common Stock on the date of such event (or such record date, as applicable) and had they thereafter, during the period from the date of such event (or such record date, as applicable) to and including the conversion date, retained such securities receivable by them as aforesaid during such period, subject to all other adjustments called for during such period under this Section 7 with respect to the rights of the Series G Holders or with respect to such other securities by their terms.

(iii) Adjustment for Reclassification, Exchange and Substitution. If at any time or from time to time after the date of the original issuance of shares of Series G Preferred Stock, the Common Stock issuable upon the conversion of the Series G Preferred Stock is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization, reclassification or otherwise (other than by a Common Stock Event or a Business Combination covered by Sections 7(c)(i) or 7(c)(iv) hereof), then in any such event each Series G Holder shall have the right thereafter to receive the kind and amount of stock and other securities

and property receivable upon such recapitalization, reclassification or other change by holders of the number of shares of Common Stock into which such shares of Series G Preferred Stock could have been converted (but without regard to the limitations on conversion set forth in the last sentence of Section 7(a) above) immediately prior to such recapitalization, reclassification or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof.

(iv) Business Combinations. In case of any Business Combination or reclassification of Common Stock (other than a reclassification of Common Stock covered by Section 7(c)(iii) hereof), lawful provision shall be made as part of the terms of such Business Combination or reclassification whereby the holder of each share of Series G Preferred Stock then outstanding shall have the right to convert into the kind and amount of securities, cash and other property receivable upon the Business Combination or reclassification by a holder of the number of shares of Common Stock of the Corporation into which a share of Series G Preferred Stock would have been convertible at the conversion rate described under this Section 7 immediately prior to the Business Combination or reclassification (but without regard to the limitations on conversion set forth in the last sentence of Section 7(a) above).

(d) Reserved.

(e) Successive Adjustments. Successive adjustments in the Series G Conversion Price shall be made, without duplication, whenever any event specified in Sections 7(c)(i), 7(c)(ii), 7(c)(iii) or 7(c)(iv) hereof shall occur.

(f) Rounding of Calculations; Minimum Adjustments. All calculations under Section 7(c) shall be made to the nearest one-tenth (1/10th) of a cent. No adjustment in the Series G Conversion Price is required if the amount of such adjustment would be less than \$0.01; provided, however, that any adjustments which by reason of this Section 7(e) are not required to be made will be carried forward and given effect in any subsequent adjustment.

(g) Reserved.

(h) Statement Regarding Adjustments. Whenever the Series G Conversion Price shall be adjusted as provided in Section 7(c), the Corporation shall forthwith file, at the principal office of the Corporation, a statement showing in reasonable detail the facts requiring such adjustment and the Series G Conversion Price that shall be in effect after such adjustment and the Corporation shall also cause a copy of such statement to be sent by mail, first class postage prepaid, to each holder of shares of Series G Preferred Stock at the address appearing in the Corporation's records.

(i) Notices. In the event that the Corporation shall give notice or make a public announcement to the holders of Common Stock of any action of the type described in Section 7(c) or in Section 4 or Section 5 hereof, the Corporation shall, at the time of such notice or announcement, and in the case of any action which would require the fixing of a record date, at least ten (10) days prior to such record date, give notice to the Series G Holders, in the manner set forth in Section 9, which notice shall specify the record date, if any, with respect to any such action and the approximate date on which such action is to take place. Such notice shall also set forth the facts with respect thereto as shall be reasonably necessary to indicate the effect on the Series G

Conversion Price and the number, kind or class of shares or other securities or property which shall be deliverable upon conversion of the Series G Preferred Stock. All notices to the Corporation permitted hereunder shall be delivered in the manner prescribed by Section 9.

8. REDEMPTION OF SERIES G PREFERRED STOCK.

(a) Redemption by Holder.

(i) On or after the third (3rd) anniversary of the Original Issue Date, upon written request (the “**Redemption Request**”) to the Corporation from holders of record of at least two-thirds of the then outstanding shares of Series G Preferred Stock, the Corporation shall redeem the requested number of the outstanding shares of Series G Preferred Stock on the date specified in the Redemption Request (the “**Redemption Date**”) at a redemption price per share equal to the Liquidation Preference, to be paid in cash (such aggregate redemption price to be referred to as the “**Redemption Price**”). If the funds of the Corporation legally available for redemption on the Redemption Date are insufficient for the payment required, or the Corporation is contractually prohibited from honoring such Redemption Request, those funds that are legally available (and contractually permissible) will be applied ratably to the Series G Holders. Provided that the Corporation is not contractually prohibited from honoring such Redemption Request, at any time thereafter, when additional funds of the Corporation become legally available for such payment, such funds will be applied immediately toward the unsatisfied payment obligation, ratably to the holders of the remaining Series G Preferred Stock.

(ii) For the avoidance of doubt, the Corporation shall not be obligated to redeem (and the Redemption Price shall not include) any shares of Series G Preferred Stock that are duly converted pursuant to Section 7 prior to the Redemption Date. On the Redemption Date, each Series G Holder shall surrender to the Corporation the certificate or certificates representing such shares to be redeemed and thereupon the Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled. In the event of any lost, stolen or destroyed certificates, the record holder thereof shall deliver to the Corporation a notice indicating that such certificates have been lost, stolen or destroyed and an agreement reasonably satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. On the Redemption Date, all rights of the holder of any share Series G Preferred Stock subject to the redemption as a stockholder of the Corporation by reason of the ownership of such share will cease, except the right to receive the Redemption Price of such share, without interest, upon presentation and surrender of the certificate representing such share, and such share will, from and after such Redemption Date, not thereafter be transferred on the books of the Corporation or be deemed to be outstanding for any purpose whatsoever.

(b) Redemption by Corporation. To the extent the Corporation shall have funds legally available therefor, the Corporation may redeem all or any part of the outstanding Series G Preferred Stock at any time, and from time to time, for a purchase price per share (the “**Corporation Redemption Price**”) equal to:

(i) the Redemption Price plus \$900,000, if such redemption occurs on or before the second (2nd) anniversary of the Original Issue Date; or

(ii) the Redemption Price, if such redemption occurs after the second (2nd) anniversary of the Original Issue Date.

The Corporation shall provide notice of any proposed redemption under this Section 8(b), specifying the number of shares of Series G Preferred Stock to be redeemed from the Series G Holders, the date fixed for redemption (the “**Corporation Redemption Date**”), the Corporation Redemption Price and the time and place of redemption, in the manner prescribed by Section 9 not more than sixty (60) nor less than thirty (30) days prior to the date on which such redemption is to be made. If notice of redemption shall have been given as hereinbefore provided, each holder of Series G Preferred Stock called for redemption shall surrender the certificates evidencing such shares to the Corporation against payment therefore per share of the Corporation Redemption Price. If notice of redemption shall have been given as hereinbefore provided, and the Corporation shall not default in the payment of the Corporation Redemption Price per share, then each Series G Holder shall be entitled to all preferences and relative and other rights (including, without limitation, the conversion rights pursuant to Section 7) accorded the Series G Preferred Stock until, but not including, the Corporation Redemption Date. If the Corporation shall default in making payment of the Redemption Price on the Corporation Redemption Date, then each Series G Holder shall be entitled to all preferences and relative and other rights (including, without limitation, the conversion rights pursuant to Section 7) of such Series G Preferred Stock until, but not including, the date (the “**Final Redemption Date**”) when the Corporation makes payment of the Redemption Price to the Series G Holders in respect of such Series G Preferred Stock. From and after the Corporation Redemption Date or, if the Corporation shall default in making payment as aforesaid, from and after the Final Redemption Date, the Series G Preferred Stock shall no longer be deemed to be outstanding, and all rights of the holders of such shares of Series G Preferred Stock shall cease and terminate, except the right of the holders of such shares of Series G Preferred Stock, upon surrender of certificates therefore, to receive payment of the Redemption Price. If less than all of the outstanding Series G Preferred Stock are to be redeemed, then the Corporation shall redeem a pro rata portion from each Series G Holder according to the respective number of Series G Preferred Stock held by such holder. In the event that less than all of the shares represented by any stock certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

9. NOTICE. All notices under this Certificate of Designations, Preferences and Rights shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by facsimile (with written confirmation of transmission) or (iii) one business day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

(a) If to the Corporation, to: Revolution Lighting Technologies, Inc., 177 Broad Street, Stamford, Connecticut, 06901 or to such other address at which its principal office is located, Attention: Chief Executive Officer.

(b) If to a Series G Holder: at the address of such holder last shown on the records of the transfer agent therefor (or the records of the Corporation, if it serves as its own transfer agent).

10. AMENDMENT. This Certificate of Designations, Preferences and Rights may only be amended with the prior written consent of at least a majority of the then outstanding shares of Series G Preferred Stock.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate on this 30th day of June, 2014.

REVOLUTION LIGHTING TECHNOLOGIES, INC.

By: /s/ Charles J. Schafer

Name: Charles J. Schafer

Title: President and Chief Financial Officer

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**CERTIFICATE OF ELIMINATION OF THE
SERIES D CONVERTIBLE PREFERRED STOCK
OF
REVOLUTION LIGHTING TECHNOLOGIES, INC.**

(Pursuant to Section 151(g)
of the General Corporation Law of the State of Delaware)

Revolution Lighting Technologies, Inc., a corporation organized and existing under the laws of the State of Delaware (the “**Corporation**”), in accordance with the provisions of Section 151(g) of the General Corporation Law of the State of Delaware (the “**DGCL**”),

DOES HEREBY CERTIFY THAT:

1. Pursuant to Section 151 of the DGCL and authority granted in the Certificate of Incorporation of the Corporation, as theretofore amended, the Board of Directors of the Corporation (the “**Board**”), by resolution duly adopted, authorized the issuance of a series of Thirteen Thousand (13,000) shares of Series D Convertible Preferred Stock, par value \$0.001 per share (the “**Series D Preferred Stock**”), and provided for the designations, preferences and relative participating, optional or other rights, and the qualifications, limitations or restrictions thereof, and, on December 20, 2012, filed a Certificate of Designations, Preferences and Rights with respect to such Series D Preferred Stock in the office of the Secretary of State of the State of Delaware (the “**Series D Certificate of Designations**”).

2. No shares of said Series D Preferred Stock are outstanding and no shares thereof will be issued subject to said Series D Certificate of Designations.

3. The Board has adopted the following resolutions:

WHEREAS, by resolution of the Board of Directors of the Corporation and by the Series D Certificate of Designations filed in the office of the Secretary of State of the State of Delaware on December 20, 2012, the Corporation authorized the issuance of a series of Thirteen Thousand (13,000) shares of Series D Preferred Stock and provided for the designations, preferences and relative participating, optional or other rights, and the qualifications, limitations or restrictions thereof; and

WHEREAS, as of the date hereof, no shares of such Series D Preferred Stock are outstanding and no shares of such Series D Preferred Stock will be issued subject to said Series D Certificate of Designations; and

WHEREAS, it is desirable that all matters set forth in the Series D Certificate of Designations with respect to such Series D Preferred Stock be eliminated from the Certificate of Incorporation, as heretofore amended, of the Corporation.

NOW, THEREFORE, BE IT AND IT HEREBY IS

RESOLVED, that all matters set forth in the Series D Certificate of Designations with respect to such Series D Preferred Stock be eliminated from the Certificate of Incorporation, as heretofore amended, of the Corporation; and it is further

RESOLVED, that the officers of the Corporation be, and hereby are, authorized and directed to file a Certificate with the office of the Secretary of State of the State of Delaware setting forth a copy of these resolutions whereupon all matters set forth in the Series D Certificate of Designations with respect to such Series D Preferred Stock shall be eliminated from the Certificate of Incorporation, as heretofore amended, of the Corporation.

* * *

4. Accordingly, all matters set forth in the Series D Certificate of Designations with respect to the Series D Preferred Stock be, and hereby are, eliminated from the Certificate of Incorporation, as heretofore amended, of the Corporation.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned being the President and Chief Financial Officer of the Corporation, DOES HEREBY CERTIFY that the facts hereinabove stated are truly set forth and, accordingly, such officer has hereunto set his hand as of this 3rd day of July, 2014.

By: /s/ Charles J. Schafer

Name: Charles J. Schafer

Title: President and Chief Financial Officer

**CERTIFICATE OF ELIMINATION OF THE
SERIES F SENIOR CONVERTIBLE REDEEMABLE PREFERRED STOCK
OF
REVOLUTION LIGHTING TECHNOLOGIES, INC.**

(Pursuant to Section 151(g)
of the General Corporation Law of the State of Delaware)

Revolution Lighting Technologies, Inc., a corporation organized and existing under the laws of the State of Delaware (the “**Corporation**”), in accordance with the provisions of Section 151(g) of the General Corporation Law of the State of Delaware (the “**DGCL**”),

DOES HEREBY CERTIFY THAT:

1. Pursuant to Section 151 of the DGCL and authority granted in the Certificate of Incorporation of the Corporation, as theretofore amended, the Board of Directors of the Corporation (the “**Board**”), by resolution duly adopted, authorized the issuance of a series of Ten Thousand (10,000) shares of Series F Senior Convertible Redeemable Preferred Stock, par value \$0.001 per share (the “**Series F Preferred Stock**”), and provided for the designations, preferences and relative participating, optional or other rights, and the qualifications, limitations or restrictions thereof, and, on August 22, 2013, filed a Certificate of Designations, Preferences and Rights with respect to such Series F Preferred Stock in the office of the Secretary of State of the State of Delaware (the “**Series F Certificate of Designations**”).

2. No shares of said Series F Preferred Stock are outstanding and no shares thereof will be issued subject to said Series F Certificate of Designations.

3. The Board has adopted the following resolutions:

WHEREAS, by resolution of the Board of Directors of the Corporation and by the Series F Certificate of Designations filed in the office of the Secretary of State of the State of Delaware on August 26, 2013, the Corporation authorized the issuance of a series of Ten Thousand (10,000) shares of Series F Preferred Stock and provided for the designations, preferences and relative participating, optional or other rights, and the qualifications, limitations or restrictions thereof; and

WHEREAS, as of the date hereof, no shares of such Series F Preferred Stock are outstanding and no shares of such Series F Preferred Stock will be issued subject to said Series F Certificate of Designations; and

WHEREAS, it is desirable that all matters set forth in the Series F Certificate of Designations with respect to such Series F Preferred Stock be eliminated from the Certificate of Incorporation, as heretofore amended, of the Corporation.

NOW, THEREFORE, BE IT AND IT HEREBY IS

RESOLVED, that all matters set forth in the Series F Certificate of Designations with respect to such Series F Preferred Stock be eliminated from the Certificate of Incorporation, as heretofore amended, of the Corporation; and it is further

RESOLVED, that the officers of the Corporation be, and hereby are, authorized and directed to file a Certificate with the office of the Secretary of State of the State of Delaware setting forth a copy of these resolutions whereupon all matters set forth in the Series F Certificate of Designations with respect to such Series F Preferred Stock shall be eliminated from the Certificate of Incorporation, as heretofore amended, of the Corporation.

* * *

4. Accordingly, all matters set forth in the Series F Certificate of Designations with respect to the Series F Preferred Stock be, and hereby are, eliminated from the Certificate of Incorporation, as heretofore amended, of the Corporation.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned being the President and Chief Financial Officer of the Corporation, DOES HEREBY CERTIFY that the facts hereinabove stated are truly set forth and, accordingly, such officer has hereunto set his hand as of this 3rd day of July, 2014.

By: /s/ Charles J. Schafer

Name: Charles J. Schafer

Title: President and Chief Financial Officer

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (this “*Agreement*”), dated as of June 30, 2014, is entered into by and among Revolution Lighting Technologies, Inc., a Delaware corporation (the “*Company*”), RVL 1 LLC, a Delaware limited liability company (the “*Series F Holder*”) and Aston Capital, LLC, a Delaware limited liability company (“*Aston Capital*”).

RECITALS

WHEREAS, the Company has filed with the Secretary of State of Delaware a Certificate of Designations, Preferences and Rights of the Series F Senior Convertible Redeemable Preferred Stock (the “*Series F Certificate of Designations*”);

WHEREAS, the Series F Holder holds Five Thousand (5,000) shares (the “*Series F Preferred Shares*”) of Series F Senior Convertible Redeemable Preferred Stock, par value \$0.001 per share, of the Company (the “*Series F Preferred Stock*”), which represent all of the issued and outstanding shares of Series F Preferred Stock of the Company;

WHEREAS, the Series F Preferred Shares have a Corporation Redemption Price (as defined in the Series F Certificate of Designations) of \$5,404,305.56;

WHEREAS, the Series F Holder has agreed to exchange all of the Series F Preferred Shares (including accrued and unpaid dividends thereon) for 5,404.31 shares (the “*Series F Holder Exchange Shares*”) of the Company’s newly designated Series G Senior Convertible Redeemable Preferred Stock, par value \$0.001 per share (the “*Series G Preferred Stock*”);

WHEREAS, the Company has issued a promissory note, dated February 25, 2014 (the “*February 2014 Note*”), in favor of Aston in the original principal amount of \$3,500,000, and as of the date hereof, the accrued interest thereon is \$108,739.73 (the “*February 2014 Note Accrued Interest*”);

WHEREAS, Aston has agreed to exchange (i) the February 2014 Note Accrued Interest for 108.74 shares (the “*February 2014 Accrued Interest Exchange Shares*”) of Series G Preferred Stock and (ii) \$1,531,345.62 of the principal amount of the February 2014 Note (the “*Designated February 2014 Note Principal Amount*”) for 1,531.34 shares (together with the February 2014 Accrued Interest Exchange Shares, “*February 2014 Note Exchange Shares*”) of Series G Preferred Stock;

WHEREAS, the Company has issued a promissory note, dated April 17, 2014 (the “*April 2014 Note*”), in favor of Aston with an outstanding principal amount of \$10,759,288.91 as of the date hereof (the “*April 2014 Note Principal Amount*”), and accrued interest thereon of \$196,320.18 as of the date hereof (the “*April 2014 Note Accrued Interest*”, and together with the April 2014 Note Principal Amount, the “*April 2014 Note Outstanding Obligations*”); and

WHEREAS, Aston has agreed to exchange (i) the April 2014 Note Accrued Interest for 196.32 shares (the “*April 2014 Accrued Interest Exchange Shares*”) of Series G Preferred Stock and (ii) the entire April 2014 Note Principal Amount for an aggregate of 10,759.29 shares of Series G Preferred Stock (the “*April 2014 Note Principal Amount Exchange Shares*”, and

together with the April 2014 Accrued Interest Exchange Shares, the “**April 2014 Note Exchange Shares**”; the April 2014 Note Exchange Shares, the Series F Holder Exchange Shares and the February 2014 Note Exchange Shares, collectively, the “**Exchange Shares**”).

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and subject to and on the terms and conditions set forth herein, the parties hereto hereby agree as follows:

Section 1. Exchange of the Designated Series F Shares.

(a) The Series F Holder, effective as of the date hereof (the “**Closing Date**”) and subject to the satisfaction of the conditions set forth herein, hereby agrees to exchange the Series F Preferred Shares (including accrued and unpaid dividends thereon) for 5,404.31 shares of Series G Preferred Stock. Upon execution and delivery this Agreement: (i) the Company shall file the Certificate of Designations, Preferences and Rights of the Series G Senior Convertible Redeemable Preferred Stock, in the form attached hereto as **Exhibit A** (the “**Series G Certificate of Designations**”), with the Secretary of State of Delaware, (ii) upon confirmation that the Series G Certificate of Designations has been filed with the Secretary of State of Delaware, the Company shall issue and deliver to the Series F Holder one or more stock certificates representing all of the Series F Holder Exchange Shares, registered in the name of the Series F Holder and bearing the legend specified in **Section 5(e)**, and (iii) the Series F Holder shall deliver stock powers duly endorsed in blank with respect to the Series F Preferred Shares (and as soon as practicable following the date of this Agreement shall deliver original stock certificates in respect of the Series F Preferred Shares).

(b) Each share of Series G Preferred Stock shall have a stated value of \$1,000.00 (the “**Stated Value**”) and shall be convertible, subject to the conditions set forth in the Series G Certificate of Designations, into shares (the “**Common Shares**”) of the Company’s Common Stock, par value \$0.001 per share (the “**Common Stock**”), at the Conversion Price, subject to certain restrictions on conversion set forth in the Series G Certificate of Designations. For purposes of this Agreement, “**Conversion Price**” means an amount equal to \$2.30.

(c) The parties acknowledge that the Series F Holder Exchange Shares shall be issued to the Series F Holder in satisfaction and exchange for the Series F Preferred Shares (including accrued and unpaid dividends thereon), without the payment of any additional consideration.

Section 2. Conversion of February 2014 Designated Outstanding Note Obligations

(a) Aston, effective as of the Closing Date and subject to the satisfaction of the conditions set forth herein, hereby (i) agrees to exchange, and accept as payment in full from the Company in respect of, the February 2014 Note Accrued Interest for 108.74 shares of Series G Preferred Stock; and (ii) agrees to exchange the Designated February 2014 Note Principal Amount for 1,531.34 shares of Series G Preferred Stock. Upon confirmation that the Series G Certificate of Designations has been filed with the Secretary of State of Delaware, the Company shall (i) issue and deliver to Aston one or more stock certificates representing all of the February 2014 Note Exchange Shares, registered in the name of Aston and bearing the legend specified in

Section 5(e) hereof and (ii) issue in replacement of the February 2014 Note an amended and restated note in the principal amount of \$1,968,654.38, in the form of **Exhibit B** hereto (the “**Amended and Restated April 2014 Note**”).

(b) The parties acknowledge that the February 2014 Note Exchange Shares shall be issued to Aston in satisfaction and exchange of the February 2014 Note Accrued Interest and in exchange for the retirement in full of \$1,531,345.62 of principal amount of the February 2014 Note, in each case without the payment of any additional consideration.

Section 3. Conversion of April 2014 Note Outstanding Obligations.

(a) Aston, effective as of the Closing Date and subject to the satisfaction of the conditions set forth herein, hereby (i) agrees to exchange, and accept as payment in full from the Company in respect of, the April 2014 Note Accrued Interest for 196.32 shares of Series G Preferred Stock, and (ii) agrees to exchange the April 2014 Note for 10,759.29 shares of Series G Preferred Stock. Upon confirmation that the Series G Certificate of Designations has been filed with the Secretary of State of Delaware, the Company shall issue and deliver to Aston one or more stock certificates representing all of the April 2014 Note Exchange Shares, registered in the name of Aston and bearing the legend specified in **Section 5(e)** hereof.

(b) The parties acknowledge that the April 2014 Note Exchange Shares shall be issued to Aston in satisfaction and exchange of the April 2014 Note Outstanding Obligations, without the payment of any additional consideration.

Section 4. The Company’s Representations and Warranties. The Company hereby represents and warrants to, and covenants with the Series F Holder and Aston as follows:

(a) *Organization and Qualification.* The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and the Company is qualified to do business as a foreign corporation in each jurisdiction in which such qualification is required, except where failure to be so qualified would not reasonably be expected to result in a Material Adverse Effect. Each Subsidiary (as defined below) is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation and is qualified to do business as a foreign entity in each jurisdiction in which such qualification is required, except where failure to be so qualified would not reasonably be expected to result in a Material Adverse Effect. For purposes of this Agreement, the term “**Material Adverse Effect**” means: (a) a material adverse effect on the condition (financial or otherwise), properties, assets (including intangible assets), business, operations or results of operations of the Company and the Subsidiaries, taken as a whole, or (b) a material adverse effect on the ability of the Company to perform its obligations under this Agreement. **Schedule 4(a)** sets forth each direct or indirect subsidiary of the Company (each a “**Subsidiary**” and collectively, the “**Subsidiaries**”).

(b) *Authorized Capital Stock.* As of the date hereof and prior to the consummation of the transactions contemplated hereby, the Company’s authorized capital stock consists of (i) 150,000,000 shares of Common Stock, of which 82,620,844 shares are issued and outstanding, and (ii) 5,000,000 shares of preferred stock, par value \$0.001 per share, of which (A) 1,000,000 have been designated Series B Convertible Preferred Stock (the “**Series B Stock**”),

2 shares of which are issued and outstanding, (B) 25,000 have been designated Series C Convertible Preferred Stock (the “**Series C Stock**”), 10,224 shares of which are issued and outstanding, (C) 13,000 have been designated Series D Convertible Preferred Stock (the “**Series D Stock**”), 0 shares of which are issued and outstanding, (D) 10,000 have been designated Series E Convertible Preferred Stock (the “**Series E Stock**”), 5,000 shares of which are issued and outstanding and (E) 10,000 have been designated Series F Preferred Stock, 5,000 shares of which are issued and outstanding. Except as set forth on **Schedule 4(b)**, the Company has not issued any shares since May 31, 2014 other than pursuant to employee or director equity incentive plans or purchase plans approved by the Board of Directors of the Company (the “**Board**”) and upon the exercise or conversion of options, warrants and preferred stock outstanding on such date. The issued and outstanding shares of the Company’s Common Stock have been duly authorized and validly issued, are fully paid and nonassessable, have been issued in compliance with all federal and state securities laws and were not issued in violation of or subject to any preemptive rights or other rights to subscribe for or purchase securities. Except as set forth in **Schedule 4(b)** or as contemplated by this Agreement, the Company does not have outstanding any options to purchase, or any preemptive rights or other rights to subscribe for or to purchase, any securities or obligations convertible into, or any agreements or commitments to issue or sell, shares of capital stock or other securities of the Company and there are no agreements or commitments obligating the Company to repurchase, redeem, or otherwise acquire capital stock or other securities of the Company. Except as set forth in **Schedule 4(b)** or as contemplated by this Agreement, there are no agreements to which the Company is a party or by which it is bound with respect to the voting (including without limitation voting trusts or proxies), registration under the Securities Act of 1933, as amended (the “**Securities Act**”), or sale or transfer (including without limitation agreements relating to pre-emptive rights, rights of first refusal, rights of first offer, buy-sell rights, co-sale rights or “drag-along” rights) of any securities of the Company. With respect to each Subsidiary, (i) the Company owns 100% of each such Subsidiary’s capital stock, (ii) all the issued and outstanding shares of each such Subsidiary’s capital stock have been duly authorized and validly issued, are fully paid and nonassessable, have been issued in compliance with applicable federal and state securities laws, and were not issued in violation of or subject to any preemptive rights or other rights to subscribe for or purchase securities, (iii) there are no outstanding options to purchase, or any preemptive rights or other rights to subscribe for or to purchase, any securities or obligations convertible into, or any contracts or commitments to issue or sell, shares of any Subsidiary’s capital stock, and (iv) there are no agreements or commitments obligating any Subsidiary to repurchase, redeem, or otherwise acquire capital stock or other securities of the Company or any such Subsidiary. The Company does not directly or indirectly own, or have a right to acquire, any equity or similar interest in, or any interest convertible or exchangeable or exercisable for, any equity or similar interest in, any Person, other than the Subsidiaries. For purposes of this Agreement, the term “**Person**” shall mean any individual, partnership, company, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or agency or political subdivision thereof, or other entity.

(c) Issuance, Sale and Delivery of the Shares. When issued, delivered and paid for in accordance with the terms hereof, the Exchange Shares will be duly authorized, validly issued, fully paid and nonassessable, shall have the rights, preferences and limitations set forth in the Series G Certificate of Designations and shall be free and clear of all liens, claims, encumbrances and restrictions, except as imposed by applicable securities laws. Upon the

conversion of the Series G Preferred Stock pursuant to the terms of the Series G Certificate of Designations, the Common Shares will be validly issued, fully paid and nonassessable, and shall be free and clear of all liens, claims, encumbrances and restrictions except as imposed by applicable securities laws. No further approval or authorization of the Board will be required for the issuance and sale of the Exchange Shares to be sold by the Company pursuant to the terms hereof or for the issuance of the Common Shares upon the conversion of the Series G Preferred Stock pursuant to the terms of the Series G Certificate of Designations.

(d) Due Execution, Delivery and Performance of the Transaction Documents. The Company has full legal right, corporate power and authority to authorize, execute and deliver this Agreement, the Series G Certificate of Designations, the Registration Rights Agreement Acknowledgement and Joinder attached hereto as **Exhibit C** and the Amended and Restated April 2014 Note (all such agreements and documents are collectively referred to herein as the “**Transaction Documents**”), perform its obligations hereunder and thereunder and consummate the transactions contemplated hereby and thereby. The execution and delivery of the Transaction Documents, the performance of the Company’s obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by the Company. Except as set forth in **Schedule 4(d)**, the execution and performance of the Transaction Documents by the Company and the consummation of the transactions therein contemplated will not (i) violate any provision of the organizational documents of the Company, (ii) result in the creation of any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, restriction, adverse claim, interference or right of third party of any nature upon any material assets of the Company pursuant to the terms or provisions of, or will not conflict with, result in the breach or violation of, or constitute, either by itself or upon notice or the passage of time or both, a default under, any material agreement, commitment, undertaking, mortgage, deed of trust, lease, franchise, license, indenture, permit or other instrument of any nature to which the Company or the Subsidiary is a party or by which the Company or its properties, or the Subsidiary or the Subsidiary’s properties, may be bound or affected, or (iii) violate any statute or any authorization, judgment, decree, order, rule or regulation of any court or any regulatory body, administrative agency or other governmental or quasi-governmental body applicable to the Company or the Subsidiary or any of their respective properties. No consent, approval, authorization, order, filing with, or action by or in respect of any court, regulatory body, administrative agency or other governmental or quasi-governmental body is required for the execution and delivery of the Transaction Documents or the consummation of the transactions contemplated thereby, other than such as have been made or obtained and except for compliance with the Blue Sky laws, federal securities laws and NASDAQ rules applicable to the issuance of shares of Common Stock upon conversion of the Exchange Shares. Upon their execution and delivery, and assuming the valid execution thereof by the Series F Holder and Aston, the Transaction Documents will constitute the valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ and contracting parties’ rights generally and except as enforceability may be subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(e) Board Approval. The Board has duly delegated the approval of the Transaction Documents and the consummation of the transactions contemplated thereby

(including the issuance of the Exchange Shares) to the Audit Committee of the Board (the “**Audit Committee**”). The Audit Committee has, as of the date of this Agreement, at a meeting duly called and held, duly adopted resolutions to approve the Transaction Documents and the consummation of the transactions contemplated thereby (including the issuance of the Exchange Shares).

(f) Valid Offering. Assuming the representations and warranties of the Series F Holder and Aston contained herein are true and complete, the offer, exchange, and issuance of the Exchange Shares and the issuance of the Common Shares will be exempt from the registration requirements of the Securities Act and will have been registered or qualified (or are exempt from registration and qualification) under the registration or qualification requirements of all applicable state securities Laws. Neither the Company nor any Person acting on its behalf will knowingly take any action that would cause the loss of any such exemption.

(g) Litigation. There are no judicial, administrative, arbitral or mediation-related actions, suits, proceedings (public or private) or claims or proceedings by or before a Governmental Entity pending or, to the knowledge of the Company, threatened that are reasonably likely to prohibit or restrain the ability of the Company to enter into this Agreement or consummate the transactions contemplated hereby.

(h) Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Company in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof. For purposes of this Agreement, the term “**Person**” shall mean any individual, partnership, company, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or agency or political subdivision thereof, or other entity.

(i) SEC Filings; Financial Statements.

(i) Except as set forth in **Schedule 4(i)(i)**, the Company has filed all forms, reports and documents required to be filed with the SEC since January 1, 2010, all of which are available to the Series F Holder and Aston on the website maintained by the SEC at <http://www.sec.gov> (the “**SEC Website**”). All such required forms, reports and documents (including those that the Company may file subsequent to the date hereof) are referred to herein collectively as the “**Company SEC Reports**”. In addition, all documents filed as exhibits to the Company SEC Reports (“**Exhibits**”) are available on the SEC Website. All documents required to be filed as Exhibits to the Company SEC Reports have been so filed. As of their respective filing dates, the Company SEC Reports (i) complied in all material respects with the requirements of the Securities Act or the Securities and Exchange Act of 1934, as amended (the “**Exchange Act**”), as the case may be, and the rules and regulations of the SEC thereunder applicable to such Company SEC Reports, and (ii) did not at the time they were filed (or if amended or superseded by a subsequent filing prior to the date of this Agreement, then on the date of such subsequent filing) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company is engaged only in the business described in the Company SEC Reports and the Company SEC Reports contain a complete and accurate description in all material respects of the Company’s and the Subsidiary’s business.

(ii) Each of the consolidated financial statements (including, in each case, any related notes thereto) contained in the Company SEC Reports (the “**Company Financials**”) (i) complied as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto as of their respective dates, (ii) was prepared in accordance with generally accepted accounting principles in the United States (“**GAAP**”) applied on a consistent basis throughout the periods involved and consistent with each other (except as may be indicated in the notes thereto or, in the case of unaudited interim financial statements, as may be permitted by the SEC on Form 10-Q under the Exchange Act) and (iii) fairly presented in all material respects the consolidated financial position of the Company and the subsidiaries as at the respective dates thereof and the consolidated results of operations and cash flows for the periods indicated, except that the unaudited interim financial statements were or are reasonably expected to be subject to normal and recurring year-end adjustments. There has been no material change in the Company’s accounting policies except as described in the notes to the Company Financials. The balance sheet of the Company contained in the Company SEC Report for the quarter ended March 31, 2014, is hereinafter referred to as the “**Company Balance Sheet**.” Except as set forth on **Schedule 4(i)(ii)**, neither the Company nor any Subsidiary has incurred any obligations or liabilities (absolute, accrued, contingent or otherwise) of any nature required to be disclosed on a balance sheet or in the related notes to the consolidated financial statements prepared in accordance with GAAP which are, individually or in the aggregate, material to the business, operations, results of operations or condition (financial or otherwise) of the Company and the Subsidiaries taken as a whole, except liabilities (i) reflected on, reserved against, or disclosed in the notes to the Company Balance Sheet, or (ii) incurred since the date of the Company Balance Sheet in the ordinary course of business consistent with past practice.

(iii) The Company has heretofore made available to the Series F Holder and Aston complete and correct copies of any amendments or modifications, which have not yet been filed with the SEC but which are required to be filed, to agreements, documents or other instruments which previously had been filed by the Company with the SEC pursuant to the Securities Act or the Exchange Act.

(j) Absence of Certain Developments. Except as set forth on **Schedule 4(j)** or as expressly contemplated by this Agreement, since March 31, 2014 through the date hereof, (i) the Company has conducted business only in the ordinary course of its business, and (ii) there has not been any Material Adverse Effect.

(k) NASDAQ Compliance and Listing. The Company’s Common Stock is registered pursuant to Section 12(b) of the Exchange Act and is listed on the NASDAQ Capital Market. Except as set forth in **Schedule 4(k)**, the Company has taken no action designed to, or likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act or delisting the Common Stock from the NASDAQ Capital Market. No order ceasing or suspending trading in any securities of the Company or prohibiting the issuance and/or sale of the Common Shares is in effect and no proceedings for such purpose are pending or threatened. Except as set forth in **Schedule 4(k)**, the Company is in compliance with the

continued listing requirements and standards of the NASDAQ Capital Market with respect to the Common Stock. The Company shall comply with all requirements of FINRA with respect to the issuance of the Common Shares.

(l) Consent by Series B Holders and Series C Holders. Each of the holders of Series B Stock, Series C Stock and Series E Stock have delivered to the Company the written consent in the form attached hereto as ***Exhibit D***.

Section 5. The Series F Holder's and Aston's Representations and Warranties. Each of the Series F Holder and Aston, severally and not jointly, hereby represents and warrants to, and covenants with, the Company, in each case with respect to itself only, as follows:

(a) Investment Representations and Covenants. Such Person represents and warrants to, and covenants with, the Company that: (i) it is knowledgeable, sophisticated and experienced in making, and is qualified to make, decisions with respect to investments in securities including the Exchange Shares it is receiving hereunder and the Common Shares to be issued upon conversion thereof; (ii) it is acquiring the Series F Exchange Shares and the Notes Exchange Shares, as applicable, in the ordinary course of its business and for its own account for investment only and with no present intention of distributing any of such Exchange Shares or the Common Shares or any arrangement or understanding with any other persons regarding the distribution of such Exchange Shares and the Common Shares within the meaning of Section 2(11) of the Securities Act; (iii) it will not, directly or indirectly, offer, sell, pledge, transfer or otherwise dispose of (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of) any of the Exchange Shares or the Common Shares except in compliance with the Securities Act, applicable state securities laws and the respective rules and regulations promulgated thereunder; and (iv) it is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act. It understands that its acquisition of the Exchange Shares and the Common Shares has not been registered under the Securities Act or registered or qualified under any state securities laws in reliance on specific exemptions therefrom, which exemptions may depend upon, among other things, the bona fide nature of its investment intent as expressed herein.

(b) Authorization; Validity of Transaction Documents. Such person represents and warrants to, and covenants with, the Company that (i) it has full right, power, authority and capacity to enter into the Transaction Documents to which it is a party and to consummate the transactions contemplated thereby and has taken all necessary action to authorize the execution, delivery and performance of the Transaction Documents to which it is a party, and (ii) upon the execution and delivery of the Transaction Documents to which it is a party, assuming the valid execution thereof by the Company and the other parties thereto, the Transaction Documents to which it is a party shall constitute valid and binding obligations of such Person enforceable in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' and contracting parties' rights generally and except as enforceability may be subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) No Conflict. The execution, delivery and performance of the Transaction Documents to which it is a party and the consummation of the transactions contemplated thereby by such Person will not result in any violation of, be in conflict with or constitute a default under, any law, statute, regulation, ordinance, material contract or agreement, instrument, judgment, decree or order to which such Person is a party or by which it is bound, except as would not reasonably be expected to have a material adverse effect on the ability of such Person to consummate the transactions contemplated hereby.

(d) No Legal, Tax or Investment Advice. Such Person understands that nothing in the Transaction Documents, the SEC Documents or any other materials presented to such Person in connection with the exchange for the Exchange Shares and the Common Shares constitutes legal, tax or investment advice. Such Person has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its exchange for the Exchange Shares and the Common Shares. Such Person acknowledges that it has not relied on any representation or warranty from the Company or any other Person in making its investment or decision to invest in the Company, except as expressly set forth in this Agreement.

(e) Restrictive Legend. Such Person understands that, until such time as a registration statement covering the Exchange Shares and the Common Shares has been declared effective or the Exchange Shares and the Common Shares may be sold pursuant to Rule 144 under the Securities Act without any restriction as to the number of securities as of a particular date that can then be immediately sold, the Exchange Shares and the Common Shares shall bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of the certificates for the Exchange Shares and the Common Shares):

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE SECURITIES MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER SAID ACT, OR AN OPINION OF COUNSEL, IN FORM, SUBSTANCE AND SCOPE REASONABLY ACCEPTABLE TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR UNLESS SOLD PURSUANT TO RULE 144 UNDER SAID ACT.”

Section 6. Covenants.

(a) General.

(i) At and from time to time after the Closing, at the request of any party hereto, the other parties shall execute and deliver such additional certificates, instruments, and other documents and take such other actions as such party may reasonably request in order to carry out the purposes of this Agreement.

(ii) Each party hereto shall promptly inform the other party of any communication from any regulatory body, agency, court, tribunal or governmental or quasi-governmental entity, foreign or domestic (“*Governmental Entity*”) regarding any of the

transactions contemplated by this Agreement. If any party or affiliate thereof receives a request for additional information or documentary material from any such Governmental Entity in respect of the transactions contemplated hereby, then such party will endeavor in good faith to make, or cause to be made, as soon as reasonably practicable and after consultation with the other party, an appropriate response in compliance with such request.

(b) Public Announcements. The Company, the Series F Holder and Aston will consult with each other and will mutually agree (the agreement of each party not to be unreasonably withheld) upon the content and timing of any press release or other public statement in respect of the transactions contemplated hereby and shall not issue any such press release or make any such public statement prior to such consultation and agreement, except as may be required by applicable law.

(c) Nasdaq Matters. The Company shall comply with all requirements of the Financial Industry Regulatory Authority ("FINRA") with respect to the issuance of the Common Shares. The Company shall take all necessary actions, including without limitation, complying with all requirements of FINRA and providing appropriate notice to NASDAQ with respect to the Exchange Shares and the Common Shares in order to obtain the listing of the Common Shares on the NASDAQ Capital Market as soon as reasonably practicable. Following the Closing and for so long as the Company qualifies as a "Controlled Company" (as defined in the NASDAQ Listing Rules), the Company shall comply with such requirements of the NASDAQ Capital Market as shall permit the Company to rely on the "Controlled Company" exemption from the requirements of NASDAQ Listing Rules 5605(b), (d) and (e), including without limitation, complying with the disclosure requirements set forth in Instruction 1 to Item 407(a) of Regulation S-K of the Securities Act of 1933, as amended.

(d) Reservation of Common Stock. Following the Closing, the Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of providing for the conversion of the Series G Preferred Stock, such number of shares of Common Stock as shall from time to time equal the number of shares sufficient to permit the full conversion of the Series G Preferred Stock issued pursuant to this Agreement in accordance with the terms of the Series G Certificate of Designations.

(e) Amendment to Terms of Series E Stock. Promptly following the date of this Agreement, the Company shall use reasonable best efforts to amend the definition of "Original Issue Date" contained in the Certificate of Designations, Preferences and Rights of the Series E Preferred Stock to read as follows: "Original Issue Date," with respect to any shares of Series E Preferred Stock, shall mean the date of issuance of such shares of Series E Preferred Stock.

Section 7. Survival. The representations and warranties contained herein or in any certificate or other writing delivered pursuant hereto or in connection herewith shall survive the Closing until the eighteen (18) month anniversary of the Closing and any investigation or finding made by or on behalf of the Series F Holder, Aston or the Company; provided that the representations and warranties in **Sections 4(a), (b), (c) and (d)** shall survive indefinitely or until the latest date permitted by law. The covenants and agreements contained herein or in any certificate or other writing delivered pursuant hereto or in connection herewith shall survive the

Closing indefinitely or for the shorter period explicitly specified herein or therein. Notwithstanding the preceding sentences, any breach of representation, warranty, covenant or agreement in respect of which indemnity may be sought under this Agreement shall survive the time at which it would otherwise terminate pursuant to the preceding sentences, if written notice of the inaccuracy or breach thereof giving rise to such right of indemnity shall have been given to the party against whom such indemnity may be sought prior to such time.

Section 8. Broker's Fee. Each of the parties hereto hereby represents to the other that, on the basis of any actions and agreements by it, there are no brokers or finders entitled to compensation in connection with the transactions contemplated hereby.

Section 9. Assignment. This Agreement and the rights and obligations hereunder shall not be assigned, delegated, or otherwise transferred (whether by operation of law, by contract, or otherwise) without the prior written consent of the other parties hereto. The Company shall execute such acknowledgements of such assignments and collateral assignments in such forms as the other parties may from time to time reasonably request. Any attempted assignment, delegation, or transfer in violation of this **Section 9** shall be void and of no force or effect.

Section 10. Expenses. Upon the Closing, the Company shall pay the legal, accounting, financing and due diligence expenses incurred by each of the Series F Holder and Aston in connection with such transactions contemplated hereby up to a maximum of \$50,000, and (b) the legal and other costs and expenses incurred by the Company in connection with the transactions contemplated hereby will be borne by the Company.

Section 11. Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be mailed by first-class registered or certified airmail, facsimile (with receipt confirmed by telephone) or nationally recognized overnight express courier postage prepaid, and shall be deemed given when so mailed and shall be delivered as addressed as follows:

- (a) if to the Company, to:

Revolution Lighting Technologies, Inc.
177 Broad Street
Stamford, CT 06901
Attention: President
Telecopy No.: (204) 504-1150

with copies to:

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
200 South Orange Avenue, Suite 2900
Orlando, Florida 32801
Attn.: Suzan A. Abramson, Esq.
Telecopy No.: (407) 264-8243
Telephone No.: (407) 367-5436

or to such other person at such other place as the Company shall designate in writing; and

- (b) if to the Series F Holder, to:

RVL 1 LLC
177 Broad Street
Stamford, CT 06901
Attention: Robert V. LaPenta

with a copy to:

Lowenstein Sandler LLP
1251 Avenue of the Americas
New York, NY 10020
Attention: Marita A. Makinen, Esq.
Telephone No.: (212) 419-5843
Telecopy No.: (973) 535-3357

- (c) if to Aston, to:

Aston Capital, LLC
c/o RVL I, LLC
177 Broad Street
Stamford, CT 06901
Attention: Robert V. LaPenta

with a copy to:

Lowenstein Sandler LLP
1251 Avenue of the Americas
New York, NY 10020
Attention: Marita A. Makinen, Esq.
Telephone No.: (212) 419-5843
Telecopy No.: (973) 535-3357

or at such other address as may have been furnished to the Company in writing.

Section 12. Changes. This Agreement may not be modified or amended except pursuant to an instrument in writing signed by each of the parties hereto.

Section 13. Headings. The headings of the various Sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be part of this Agreement.

Section 14. Severability. In case any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties. The submission of a signature page transmitted by facsimile (or other electronic transmission, including pdf) shall be considered as an “original” signature page for purposes of this Agreement.

Section 16. Entire Agreement. This Agreement, the attached Exhibits and Schedules, and the other agreements, documents and instruments contemplated hereby and referenced herein contain the entire understanding of the parties, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof.

Section 17. No Strict Construction. Each of the parties hereto acknowledges that this Agreement has been prepared jointly by the parties hereto, and shall not be strictly construed against any party.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Exchange Agreement has been executed and delivered as of the date and year first above written by the undersigned, or a duly authorized officer or representative thereof, as the case may be.

**REVOLUTION LIGHTING TECHNOLOGIES,
INC.**

By: /s/ Charles J. Schafer

Name: Charles J. Shafer

Title: President and Chief Financial Officer

RVL I LLC

By: /s/ James DePalma

Name: James DePalma

Title: Managing Member

ASTON CAPITAL, LLC

By: /s/ James DePalma

Name: James DePalma

Title: Vice Chairman